

CITY OF SALISBURY, MARYLAND

REGULAR MEETING

MARCH 11, 2024

PUBLIC OFFICIALS PRESENT

*Council President D'Shawn M. Doughty
Council Vice-President Angela Blake
Councilmember Michele Gregory*

*Mayor Randolph J. Taylor
Councilmember Sharon Dashiell*

ABSENT

Councilmember April Jackson

IN ATTENDANCE

City Administrator Andy Kitzrow, Chief Rob Frampton, Housing & Community Development Director Muir Boda, Procurement Director Jennifer Miller, Assistant City Clerk Julie English, City Attorney Ashley Bosché and members of the public

The City Council met in Legislative Session at 6:00 p.m. in Council Chambers of the Salisbury Headquarters Building and via Zoom. Council President D'Shawn Doughty called the meeting to order.

President Doughty welcomed everyone to the meeting. He emphasized several of the "City of Salisbury Council Meetings" procedures that had been recently implemented during meetings of the City Council. Topics included: public comment forms, meeting etiquette and public comment questions.

President Doughty asked everyone to stand to recite the pledge to the flag. He then asked for a moment of silence, followed by a request to keep Councilwoman Jackson in your thoughts as she had not been feeling well.

PRESENTATIONS

Mayor Randy Taylor presented a proclamation for Endometriosis Awareness Month. The proclamation educated the Public on the disease and touched on the mental health aspect associated with it. After the proclamation was read, Shannon Hannawald, who suffers from Endometriosis, thanked the City for supporting this cause for the last 3 years. She shared that her focus this year was for people who battled Endometriosis to advocate for themselves. She also spoke about her personal experiences associated with this disease. She encouraged everyone to participate in Yellow Day on Friday to get the word out about Endometriosis.

President Doughty mentioned that there was supposed to be a presentation to the Wi-Hi Girls Basketball Team but they had since advanced to the State level so the presentation would be postponed.

ADOPTION OF LEGISLATIVE AGENDA

President Doughty called for a motion to adopt the legislative agenda. Ms. Gregory moved, Ms. Dashiell seconded, and the vote was 4-0 to approve the legislative agenda.

CONSENT AGENDA - presented by Assistant City Clerk Julie English

President Doughty called for a motion and a second to adopt the Consent Agenda. Ms. Gregory moved and Ms. Dashiell seconded, respectively. The Consent Agenda consisted of the following items:

- *January 22, 2024 Closed Session Minutes*
- *February 12, 2024 Council Meeting Minutes*
- *February 20, 2024 Work Session Minutes*
- *February 26, 2024 Council Meeting Minutes*

The vote was 4-0 to approve the Consent Agenda.

RESOLUTION - presented by Mayor Randy Taylor and City Administrator Andy Kitzrow

President Doughty called for a motion and a second to approve Resolution No. 3333. Ms. Blake moved and Ms. Gregory seconded. Mayor Taylor approached the podium and read Resolution No. 3333.

- **Resolution No. 3333** - *recognizing and remembering racial injustice and apologizing to the families and descendants of the victims of the lynchings that occurred in this city*

The vote was 4-0 to approve Resolution No. 3333.

President Doughty called for a motion and a second to approve Resolution No. 3334. Ms. Blake moved and Ms. Gregory seconded. Mr. Kitzrow approached the podium to read the following resolutions:

- **Resolution No. 3334** - *proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as “2407 N. Salisbury Blvd. – JD Oliver, LLC Annexation”*

The vote was 4-0 to approve Resolution No. 3334.

President Doughty called for a motion and a second to approve Resolution No. 3335. Ms. Blake moved and Ms. Gregory seconded.

- **Resolution No. 3335** - *proposing the annexation plan of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as “2407 N. Salisbury Blvd. – JD Oliver, LLC Annexation”*

The vote was 4-0 to approve Resolution No. 3335.

ORDINANCES- presented by City Attorney Ashley Bosché

- **Ordinance No. 2858**- 2nd reading- approving a budget amendment of the FY2024 General Fund budget to appropriate funds to the Salisbury Zoo

Ms. Dashiell moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2858 for second reading.

PUBLIC COMMENTS

The following comments were provided by members of the public:

- *Speaker #1 spoke about street improvements on Glen Avenue. He felt the new sidewalk was a hazard.*
- *Speaker #2 represented the Shadow Hills Homeowners Association. He shared concerns about a contract Wicomico County had with Live Wire, LLC. The contract was for Connelly Mill Sand Quarry Off Road Events. He stated the Quarry was situation within the City of Salisbury limits but the property is owned by the County. He was confident that the City's Zoning ordinances would apply to this property/event. Some of the concerns he shared related to noise, traffic, real estate values, and a zoning code violation.*
- *Speaker #3 questioned the status of Anne Street Village and hoped the public would be updated about it. She referenced and questioned statements previously made by Special Counsel Reena Patel.*
- *Speaker #4 was the developer for The Ross and Lot 10. He referenced a productive meeting with Mayor Taylor and looked forward to breaking ground on Lot 10 in the near future. He shared some positive aspects of development. They included: jobs and neighborhoods that were created, expanding tax base and unexpected City revenues. He reminded residents that the Enterprise Zone paid a good portion of the benefit of the Horizon tax credit back to the City from the State.*
- *Speaker #5 objected to the Closed Session #2 on the agenda. She stated that Special Counsel Reena Patel did not speak at the Board of Appeals meeting regarding the Town Center and did not understand why Council wanted her to speak now. She then questioned how much Ms. Patel was charging the City for her advice. She referenced the Closed Session from June 20, 2023.*
- *Speaker #6 listed questions she believed needed answered before development of the Town Center was completed. She felt "an informed, reality-based decision was lacking." She expressed parking concerns for deliveries and pick-ups.*
- *Speaker #7, a County resident, shared his efforts in picking up trash. He wanted to heighten the awareness of the litter remediation and prevention efforts. He requested signs that could be used during these efforts. He also requested that this be made a budget item for the City.*
- *Speaker #8 objected to Closed Session #2. She believed, as a taxpayer, she had a right to know what was going on in an open meeting. She asked that the solid line on Carroll Street be erased.*

- *Speaker #9 estimated that the Ross' property tax would be about \$75K per year under the Horizon Program. He noted that he no longer used Glen Avenue, that was referenced by Speaker #1. In referencing Town Square, he believed the density in the Charter should be lowered rather than raised.*
- *Speaker #10 was a Wicomico County resident who lived in Shadow Hills. She shared her experience of calling about noise complaints and expressed the confusion between the Salisbury Police Department and the Sherriff's Office as to whose jurisdiction it was. She was not in favor of the contract signed between Wicomico County and Live Wire, LLC.*
- *Speaker #11 stated that the majority of the projects done or planned in the City met their density requirements. He did not support the Town Center project. He claimed the tax payers would pay the bill if the Town Center moved forward as is. He believed there were no benefits to the City with regard to the Town Center project.*

ADMINISTRATION AND COUNCIL COMMENTS

Mr. Kitzrow shared that the Ross project, in the next 20 years, would provide 1.8 million dollars in new revenue for the City. He added that Lot 10's project would also provide an additional 1.8 million dollars in new revenue for the City. When addressing sanitation trucks and public infrastructure that was needed, that money would either come from City taxpayers or it would come from new money. When the tax base was expanded and new money is brought to the table, we (City) can do more.

Mayor Taylor gave a shout out to Mike Dryden and Brandon King from the Department of Field Operations for repairing a pot hole on College Avenue. He added that Mike was helpful in working with the railroad to get the culverts cleaned out on Emerson Avenue. He also thanked Jerry Benton for cleaning out 154 tires and 195 bags of trash from the waterway.

Referencing the new sidewalk on Glen Avenue, Ms. Gregory explained that anytime there was a new development, the City was required to put in a sidewalk. She agreed with putting more sidewalks in for ADA accessibility. She attended the Sustainability Committee meeting for March. They were preparing for the upcoming Third Friday event and the theme was Sustainable Spring. She added that the Committee was also looking to partner with other groups. They had shopping bags for anyone in a wheelchair thanks to partnering with the Disability Advisory Committee. The Sustainability Committee would begin doing clean-ups each month on the third Saturday at various locations.

Ms. Dashiell thanked Kacey in Human Resources for organizing the Trolley Tour for new City of Salisbury employees. Ms. Dashiell also attended a dinner hosted by students from Food Works. They served over 100 people in the neighborhood. Also, Ms. Dashiell was given the opportunity to tour the Aircraft Maintenance Tech School located at the Salisbury Airport. The goal was to have 25 students starting in the Fall. She also shared that the Airport was talking with another airline that would be able to fly passengers to Florida. Finally, she acknowledged the Salisbury Fire Department and the City Council for providing meals for Hands and Hearts Ending Homelessness.

Ms. Blake reminded everyone about the Open Gym at the Truitt Street Community Center every Saturday from 5-8 p.m. There would also be flag football at the Billy Jean Park on March 18th and

22nd. She was looking forward to Administration addressing the issue introduced to Council regarding the Shadow Hills location. She asked for that to be a topic of discussion at a Work Session. Additionally, Ms. Blake noted that on August 23, 2021, Resolution 3119 was passed allowing Ms. Patel to represent the City on certain matters. She explained that having Ms. Patel was not an additional cost to the City but that she would be paid instead of Ms. Bosché. The resolution clarified that Ms. Patel worked on behalf of the Mayor and the majority of the Council. Ms. Blake then informed the public that, without the Council's knowledge, Ms. Patel was instructed not to say anything at the Board meeting. After receiving that information, Council would be filing for reconsideration on Judge Jackson's decision. In addition, the Council would be looking at the zoning codes. She was looking forward to keeping development moving forward and keeping Salisbury moving forward. Lastly, she asked for those healthy enough to donate blood.

President Doughty acknowledged Ms. Blake's request and confirmed the Shadow Hills topic would be added to an April agenda for Council. He acknowledged Women's History Month and pointed out that there were 4 women on Council that kept him straight. He applauded their efforts in getting a meal together for council members to serve to the homeless at the Hand and Hearts event. President Doughty shared that he had the privilege of visiting Pemberton, Glen Avenue, and West Side Elementary Schools. He appreciated Council and Administration being Community leaders.

ADJOURNMENT / CONVENE IN CLOSED SESSION #1

At 7:25 p.m. Council President Doughty adjourned the Legislative Session and called for a motion and a second to convene in Closed Session #1 before a contract was awarded or bids were opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process as authorized by the State Government Article, § 3-305(b)(14). Council discussed options whether to lease or sell Anne Street Village to include matters related to negotiating strategy and the contents of a possible proposal, having found that a public discussion would adversely impact the ability of the City to participate in the proposal process should the City decide to move in that direction. Ms. Blake moved, Ms. Gregory seconded, and the vote was 4-0 to convene in Closed Session.

ADJOURNMENT OF CLOSED SESSION #1 / RECONVENE IN OPEN SESSION

At 7:57 p.m. Ms. Gregory moved, Ms. Blake seconded and the vote was 3-0 (Ms. Dashiell had recused herself) to adjourned the Closed Session #1. Council immediately went into an Open Session and President Doughty reported that Council had met in Closed Session before a contract was awarded or bids were opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process as authorized by the State Government Article, § 3-305(b)(14). Council discussed options whether to lease or sell Anne Street Village to include matters related to negotiating strategy and the contents of a possible proposal, having found that a public discussion would adversely impact the ability of the City to participate in the proposal process should the City decide to move in that direction.

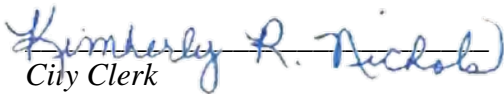
CONVENE IN CLOSED SESSION #2

At 7:58 p.m. President Doughty called for a motion and a second to convene in Closed Session #2 to consult with counsel to obtain legal advice on what, if any, legal action the City should take on the Salisbury Town Center development and legal issues/litigation options for the pending order in the appeals with respect to Salisbury Town Center litigation as authorized by the State Government Article, § 3-305(b)(7)(8). Ms. Blake motioned, Ms. Gregory seconded and the vote was 4-0.

ADJOURNMENT OF CLOSED SESSION #2 / REPORT TO PUBLIC / RECONVENE IN OPEN SESSION

At 8:55 p.m. Ms. Blake moved and Ms. Gregory seconded and the vote was 4-0 to adjourn the Closed Session #2. Council immediately reconvened in Open Session and President Doughty reported that Council had just met in Closed Session to consult with counsel to obtain legal advice on the land disposition agreement governing the proposed Salisbury Town Center development and legal issues/litigation options for the pending order in the appeals with respect to Salisbury Town Center Apartments, LLC, as authorized by the State Government Article, § 3-305(b)(7)(8).

The meeting was then adjourned.


City Clerk



Council President

CITIZEN COMMENT from Nancy Roisum
to Salisbury City Council, 3/11/2024
209 Beaverdam Drive, Salisbury, MD 21804

RE: TOWN CENTER APTS and DENSITY

If the Town Center Apartments (STCA) project proceeds as currently proposed, the following ^{issues} questions must be addressed in order to assure your constituents are not adversely affected:

During and Post Construction,

How will the project effect traffic flow during weekday rush hours, when the two draw bridges are up, and during shift changes at major downtown employers?

There will be serious negative impacts on the existing businesses and residents located on adjoining properties, such as the Market Street Inn, Opportunity Shop, Salisbury University, Eastern Shore Culture Museum, County Library, Health Department, banks, and attorney offices, Plaza retailers, and rental apartments

In the Request Letter from Parker and Associates the developer asked to waive the Community Impact Statement (CIS). On July 20, 2023, Planning & Zoning Commission approved the preliminary design and waived the CIS.

AND SO—an analysis of During and Post-Construction Impacts on- utility grid, landfill capacity, sustainability, storm water runoff, maintenance activities, shopping, emergency egress, was not done and **is directly related to density.**

Lacking the CIS caused this project to fail to catch many important community issues at the Preliminary Phase. Incidentally, at a later P&Z meeting, the Commission initiated a review of and placed a moratorium on granting such waivers.

Increasing the density of this project exacerbates the effects of this omission. A detailed report of the current and future effects on citizens and business communities, both in and outside of the City, was not done, except to produce forward-looking statements only accentuating the positives, to promote this project. **Other information needed to produce an informed reality-based decision, was lacking.**

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The P&Z C also approved the project without adhering to the City's current Parking and Loading Standards. This is because during the P&Z Commission hearing on July 20, Mr. Michael Sullivan, representative of the developer, told the Commission that they did not have the authority, which was wrong, misleading, and should be rectified.

(Ordinance 2506, Chapter 17.196), clearly states for existing facilities, "any requirement for parking spaces, lots, or facility now serving such structures or uses shall not ...be ... **changed in kind or extent.**" It also clearly states that for this district, ***"Parking for proposed developments ..will be evaluated on a project by project basis with a recommendation from the Planning and Zoning Commission to the Mayor and City Council."***

Therefore, no areas are set aside for off-street parking and loading—which puts to question, for the 300+ new apartment dwellers;

- Where will deliveries and pickups drive up and park for UPS, FED EX, Walmart, Food Lion, pizzas?
- -Where will shuttles, taxis and buses stop to pick up residents without interfering with traffic on Circle Ave, Camden and W. Market?
- How and where will apartment building services like carpet steam cleaners, mowing and landscape crews with trailers, and cleaning people park for extended periods of time?

And for the existing businesses, museum, galleries and residents on the Plaza & W. Market St - Where and how will their service trucks and tour buses maneuver and park?

Areas for the afore-mentioned purposes could be available, if the density were reduced to allow it.

13 people spoke against the STCA planned density at the Nov 2, 2023 hearing. Five hours of testimony were presented.

And so the Board of Appeals that night, denied the developer's request for added density. The Circuit Court judge, on March 4, 2024 essentially upheld their decision.

Dear City Council, please consider these facts, when you make your next decisions about downtown residential density. Consider the cost to the operation of the County seat, its businesses, employees and visitors.

Most of the above is from sworn testimony.

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$$\text{Lot 15} = 0.45 \text{ A}$$

STCA fill calcs.

for downtown proposed project
how many acres is being raised $2\frac{1}{2}'$?

for every 1 acres (40,000 sq. ft)

$$1 \text{ cy} = \frac{27}{1} \text{ cu ft}$$

$$40,000 \text{ sq ft} / 3 = 13,333 \text{ sq. yds}$$

$$2\frac{1}{2} \text{ ft} = .833 \text{ yd}$$

$$13,333 \text{ sy} \times .833 \text{ yd} = \frac{11,106}{\text{cy per acre}}$$

of fill being dumped

dump trucks carry 10-16 cy each

$$\text{if } 16 \text{ cy per truck, That's } 11,106 \text{ cy} / 16 =$$

694 dump truck loads
per acre that's raised
 $2\frac{1}{2}'$ and that
doesn't count compaction

PS - where does this dirt come from?

IPIG TABLE		
IPIG #	DIRECTION	IPIG#
104	MS-44-03C	7100
648	530-00017	10100
648	530-00017	10200
171	541-0004E	10515
171	541-0004E	10517
171	541-0004E	10519
171	541-0004E	10521
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171	541-0004E	10691
171	541-0004E	10693
171	541-0004E	10695
171	541-0004E	10697
171	541-0004E	10699



THIS SUBSTANCE IS APPROVED FOR INTAKE IN WATER SUPPLY AND
WASLE SOURCE, IN ACCORDANCE WITH THE NATIONL GUNTY STED
AND WERLAGE PLAN. WATER AND WINTER 2011/12 TO BE RELEASED IN
THE CITY OF SAUGER.

WISCONSIN COUNTY HEALTH DEPARTMENT
DATE: _____ (47)

APPROVED
CITY OF GALLUP BY
DEPARTMENT OF INFRASTRUCTURE
AND DEVELOPMENT

City Manager JOHN

CITY CLERK

"THE FACTS THAT THE ACCIDENTALITY OF REAL PROPERTY SYSTEM AS ONE OF THE ELEMENTS OF A HARMFUL TEST PROVISION AS FAR AS IT CONCERNS THE MAKING OF THIS PART AND THE SETTING OF PRIORITIES ARE WITH THESE TWO NOTES"

[illegible]

Wicomico County & City of Salisbury Litter Remediation & Prevention Efforts
March 2024
COLLABORATION & ENGAGEMENT ARE KEYS
Sources/Challenges/Solutions

INDIVIDUAL SINGLE SOURCE LITTER:

- A. Clean Up
 - a. Manpower:
 - i. County & City Maintenance initiatives
 - 1. Inmates
 - 2. Immigrants on “wait” for status confirmation
 - ii. Volunteers
 - 1. Service Clubs
 - 2. Schools
 - 3. Churches
 - 4. Environmental groups
 - 5. Volunteer co ordination
 - 6. Participation related to community service hours
 - 7. Sustaining the volunteer effort to make a meaningful impact for any length of time seems unreasonable. There needs to be a more meaningful and impactful long term solution, led by County, City and Town Governments
 - 8. Adopt a Road type programs
 - 9. Events – County or City wide
 - a. Signage for Event Clean-up “how to volunteer”
 - iii. more trash receptacles
 - iv. Businesses, Chamber
 - b. Recycling
 - i. Restore the Transfer stations
 - 1. we understand the locations were not appropriate and they are often abused, but the trash will end up somewhere anyway. Please find alternative locations
 - ii. monitors at the transfer stations, prioritizing Newland Park
- B. Source/Prevention
 - a. Public Relations Campaign – sustained -- **“You too can stop litter”**
 - i. Logo, Campaign name
 - ii. County / City administered website and social media page Website, Facebook, Social Media
 - iii. Signage for collectors. Safety and PR - JOIN THE EFFORT! DON’T LITTER!
 - 1. Passing traffic will see the efforts
 - 2. Other signage - \$1,500 Fine
 - a. Signs that stand out
 - b. Electronic signs
 - i. Existing and ones that are moved
 - iv. Media campaign – “Clean Wicomico” -- Radio and TV; Delmarva Now; Print
 - v. Service Clubs
 - vi. Businesses
 - 1. signage in fast food stores

- vii. Beautification projects, perhaps with signage -
 - 1. Chamber
 - 2. Service Clubs
- viii. Create civic involvement
- b. Education
 - i. Education in the County School System & Junior Achievement
 - ii. Why litter is so harmful to the environment
 - 1. Quote from a County employee - don't people understand they are "polluting their own groundwater"
 - iii. How to properly recycle
 - iv. How to properly dispose of waste
- c. Affordability of dump sticker/trash removal
- d. Enforcement of current laws – fines for littering.
- e. Legislation
 - i. Bottle bills, plastic bag bans. Paper and not Styrofoam or plastic
 - ii. Producers – Extended Producer Responsibility
 - iii. **SEE ARTICLE FROM ALBERO**

DUMPING HOUSEHOLD & CONSTRUCTION TRASH; ACCUMULATION OF TRASH AT HOUSES AND BUSINESSES--_volume wise, this is a much bigger problem than individual roadside litter. Generally, but not always, it's not as visible, but is a substantial issue.

- A. Clean Up - due to the scale, governments is most likely the only answer here
- B. Source/Prevention - enforcement through use of cameras.
 - a. Reporting to police if one sees this happening
 - b. The PR campaign can include targeting this source.

+++++

Clean roads are good for:

- ✓ **Economic Development**
- ✓ **Tourism**
- ✓ **Attracting new residents**
- ✓ **General Health**
- ✓ **Walkability**
- ✓ **Kids**
- ✓ **The soul**
- ✓ **Civic Pride.**

Ask

- We request
 - a serious and sustained approach to this issue.
 - County & City commit to budgeting annually towards litter clean-up and prevention programs, specifically an all out promotional effort to address the "sources". Cost prorated to miles of Road in the City & County
 - Restore the Transfer Stations
 - Provide resources **NOW** for signage for volunteer litter/trash collectors

Shadow Hills Subdivision Homeowners Association, Inc.

29550 Stillwood Drive
Belmar, Maryland 21875

VIA CERTIFIED MAIL and E-MAIL

March 6, 2024

Julie M. Giordano
County Executive
County of Wicomico
Government Office Building
125 N. Division Street
Room 303
Salisbury, Maryland 21803-4801
jgiordano@wicomocounty.org

Re: *Connelly Mill Sand Quarry Off-Road Vehicle Events*

Madam Executive:

In regard to the referenced, the Shadow Hills Subdivision Homeowners Association, Inc. ("Shadow Hills"), respectfully wishes to express its opposition to the off road events (the "events") to be held at the Connelly Mill Rd. sand quarry site (the "event site") pursuant to the Memorandum of Understanding dated September 2, 2023 (the "MOU" or "Contract" interchangeably) by and between Wicomico County (the "County") and Live Wire LLC ("Live Wire" or "Event Organizer" interchangeably). As will be further examined herein, Shadow Hills' objections are based in the failure of the Wicomico County Executive (the "County Executive") to engage in the appropriate level of due diligence prior to unilaterally executing a contract for staging of the events, disadvantageous contractual terms that may expose Wicomico County taxpayers to significant financial and civil liabilities, failure of the County Executive to notify affected stakeholders of intent to enter into a contract or seek public comment prior to the execution thereof, and potential for property devaluation and diminished quality of life residents of Shadow Hills and other adjacent residential communities will suffer in consequence of the events.

I. Due Diligence

No evidence has been provided indicating that the County Executive engaged in the appropriate level of due diligence prior to executing the Contract. Considering the financial, quality of life, and public safety concerns pertaining to the events, it is reasonable that a high standard of due diligence should have first been undertaken, including, without limitation, the following:

- i. Proforma: There is no indication that a proforma with supporting documentation and stated underlying financial assumptions was either submitted to or reviewed by the County prior to

executing the Contract. Absent a proforma, there is no basis upon which the County can determine feasibility, probable gross receipts and profitability (if any).

- ii. Economic Impact Statement: There is no indication that the County prepared an Economic Impact Statement prior to entering into the Contract as necessary to estimate probable County expenditures, business revenues (e.g., lodging, F&B, entertainment, etc.) and probable tax revenues. The County's expenses are likely to be significant and may encompass Sheriff's Dept. traffic control services, marketing expenses, and site improvements, many of which have already been undertaken, including, vegetation clearing, creation of new trails, construction of earthen berms, obstacles and barriers, and installation of safety fencing, etc.
- iii. Community Impact Statement: There is no indication that a Community Impact Statement ("CIS") was prepared by the County prior to executing the contract as would be necessary to determine the impacts to neighboring residential communities and businesses. A CIS would involve a study of such issues as noise levels generated, traffic disruptions and potential impacts to property values in adjacent residential communities in consequence of the events, which should be of paramount importance.
- iv. Conceptual Site Plan: There is no indication that Live Wire submitted a conceptual site plan for the County's review and approval prior to entering into the Contract. The conceptual site plan should depict the alignments of existing or to-be-constructed trails, in addition to locations and descriptions of permanent or temporary barriers to be installed for event site security and safety, event site boundaries, directional signage, and protection of any environmentally sensitive areas. The conceptual site plan should also address the adequacy of onsite staging areas necessary to accommodate the number of vehicles anticipated to participate in or observe the events.
- v. Maintenance of Traffic Plan: There is no indication that Live Wire submitted or the County reviewed a Maintenance of Traffic (MOT) plan addressing onsite and offsite vehicular traffic flow during events. Connelly Mill Rd. poses particular challenges to traffic management insofar as it is only a 2-lane thoroughfare, which carries a large volume of commercial vehicles between the Salisbury Bypass (U.S. 50) and U.S. 13, and lacks on-street parking. Furthermore, the event site's highway entrance from Connelly Mill Rd. is adjacent to a Delmarva Central Railroad crossing and switching facility, which will create significant traffic impediments on Connelly Mill Rd. and accessibility issues to Shadow Hills and other neighboring residential communities and businesses during events. Moreover, Sheriff Lewis has indicated that since being initially informed several months ago that the first event would take place on a then undetermined date, the County has failed to provide any further information necessary for planning and allocation of Sheriff's Dept. resources for traffic control and emergency management, nor has it requested an estimate of associated costs. Likewise, the Town of Delmar advised that the County Executive has failed to provide any details with regard to the events, thus limiting their ability to develop an effective contingency plan to ensure EMS access

to neighborhoods adjacent to the event site and the planned Kylan's Barn after events, or a traffic control plan as may be necessary to supplement Sheriff's Dept. resources.

- vi. Environmental Investigations: No environmental investigations are known to have been undertaken to date, which would typically encompass onsite reconnaissance to ascertain if non-tidal or seasonal wetlands are present, as well as hazardous materials, either of which could create liabilities for the County if discovered. Shadow Hills contacted the Maryland Dept. of the Environment ("MDE"), which has determined that there is sufficient cause to initiate a wetlands investigation. To this end, MDE has advised that it will conduct onsite reconnaissance on March 8, 2024. The event site is known to have several locations where debris has been dumped, however, it remains unknown if any hazardous materials are present that may pose danger to event participants. The County either is, or should have been aware of the potential for such hazards and environmental sensitivity, and investigated accordingly to mitigate its exposure to liability.
- vii. Live Wire Financial Statement: There is no indication that Live Wire's financial statement was submitted to or reviewed by the County prior to contract execution, despite the essential nature of the financial statement to calculating net profitability. Pursuant to the terms of the Contract, the County is to receive a 10% share of **net profits**. By definition, **net profit** is calculated by subtracting the cost of goods sold (COGS) **and** indirect costs (corporate liabilities) from income. This is simply expressed as: *Net Profit = Revenue – COGS – Indirect Costs*. This differs from **gross profit** wherein indirect costs are excluded from the calculation. *Indirect costs* may include, but are not limited to, a pro rata share of Live Wire's corporate federal and state income tax liabilities, asset depreciation, interest on loans, marketing costs, and general overhead and administrative expenses, etc. Absent Live Wire's financial statement and careful analysis thereof, probable indirect costs are entirely unknown and cannot be estimated on an historical basis. It is, therefore, impossible to estimate net profitability (if any) or the County's 10% share thereof. As such, it is foreseeable that the County's event-related expenses will exceed its share of net profits, thus yielding little or no financial benefit to the County or resulting in a net loss. Essentially, the County Executive appears to have chosen to use the "kick-off" event as an experiment at significant taxpayer risk, in lieu of performing the due diligence necessary to determine economic feasibility prior to committing financial or other resources.

It must also be noted that Shadow Hills has obtained a copy of the Private Event Permit issued by the Town of Ocean City, MD to Live Wire for a Jeep event to be held August 22-25, 2004, wherein the town is to receive an up-front, lump sum payment of \$8,455 for private event fees, and asset and support fees to cover the town's expenses, rather than distribution of net profits, thus reducing taxpayer risk.

- viii. Legal Review of the Contract: Considering the Contract's disadvantageous structure, terms, omissions and multitude of other deficiencies, it was poorly drafted, fails to meet professional

legal standards, and does not appear to have been subjected to an appropriate level of scrutiny by the County's attorneys prior to execution as detailed in **Attachment I** and summarized in Section 2 below.

- ix. Review of County's Insurance Coverage: Insofar as the Contract may later be determined to be a public/private or venture partnership agreement, and in further consideration of the relatively high risk of motor sports events, the County's general liability insurer may require coverage to be elevated to a higher risk category. As such, the existing insurance policy may require modification or endorsement, as well as payment of additional premiums to remain in force with respect to the events. It is presently unknown whether the County investigated the adequacy of coverage before entering into the Contract.

2. Contract

As discussed in detail in **Attachment I - Abstract Of Memorandum of Understanding (MOU) Between Wicomico County And Live Wire, LLC, Dated September 2, 2023** (the "Abstract") attached hereto, the Contract contains multiple ambiguities, omissions, inequitable terms and other deficiencies that are disadvantageous to the County and render the Contract vulnerable to unfavorable judicial interpretation. Although labeled "Memorandum of Understanding," the structure, terms and conditions thereof indicate that it is instead a binding contract and de facto partnership agreement, which may expose the County to unforeseen and unintended obligations, expenditures and even civil liabilities. Highlights of the contractual deficiencies detailed in the attached Abstract are briefly summarized below but is not all inclusive.

- i. Distribution of 10% of net profits to the County is likely to result in a net loss to the County, whereas, the County has little control over Live Wire's direct expenditures and no control over its indirect corporate expenses. Furthermore, the distribution of profits renders the Contract a de facto public/private venture partnership agreement. Furthermore, the Contract is silent as to what point in time net profits will be distributed. ***The County should not be in the risk business—particularly without first engaging in the requisite due diligence.***
- ii. Undefined terms are frequently substituted for defined terms thus creating contractual ambiguities.
- iii. There is uncertainty as to upon which party certain stated obligations are imposed, such as traffic control, installation of fencing, and site security, etc.
- iv. No deadlines are established for submission of an event schedule or notification of nearby property owners regarding upcoming events, submission of post-event financial information. Furthermore, no deadline is established regarding distribution of the County's share of net profits.

- v. Post-event financial reporting requirements are ambiguous.
- vi. No controls are in place enabling the County to monitor Live Wire's expenditures or supporting documentation preceding an event, or to reject any such expenditures that the County in its discretion determines to be excessive or inappropriate.
- vii. Indemnification and insurance requirements are inadequate.
- viii. The Contract's terms respecting reimbursement for expenses should an event be canceled are inequitable in favor of Live Wire.
- ix. The Contract may be interpreted to be a public/private or venture partnership rather than a Memorandum of Understanding because of the net profit distribution, thus creating unintended obligations or liabilities.
- x. The Contract does not adequately protect the County against liabilities related to hazardous materials spills or mishaps related to driver intoxication.

3. Rebuttals to County Executive/Live Wire Assertions

Certain assertions and statements made by County officials and the principal/spokesperson for Live Wire, Brad Hoffman, during the **County Council Legislative Session held on December 5, 2023** are contradictory, are unsupported by or conflict with the Contract's terms, or are unenforceable verbal agreements as further addressed below.

- i. The County Executive, Julie Giordano, stated , *"...I wanted this event and for the five people that shared their concern...we have 500 that are really excited..."* Considering that no public hearings or opportunities for public comment were held prior to Ms. Giordano's unilateral decision to enter into the Contract, her assertion is implausible and entirely unsupported by evidence. Undoubtedly, off-road motor sports enthusiasts will support the events, but this raises the question as to how many supporters are Wicomico County residents and taxpayers who will bear the costs, disturbances and other consequences. It must be noted that neither the County Council, Shadow Hills property owners, nor residents of Wicomico County at large were consulted or informed about the planned events prior to execution of the Contract. In fact, unless one is an off-road enthusiast who viewed Live Wire's Facebook page or website promoting the events, they would have no knowledge that such events were planned and were, therefore, provided with no opportunity to proffer objections. It is clear, that because she *"...wanted this event..."*, Ms. Giordano acted without appropriate transparency, used a loophole in the County Charter to bypass the legislative process, and intentionally failed to inform affected stakeholders knowing that opposition would be strong, while also disregarding the deleterious impacts

that will be borne by Shadow Hills and other nearby residential communities.

- ii. Brad Hoffman repeatedly asserted that events would be limited to Jeep rallies only. The Wicomico County Administration Director, Bunky Luffman further added that the planned May 4-5, 2023 event would be a, "*singular event*" and that from a marketing perspective, it does not make sense to regularly stage Jeep events. However, these claims are contradicted by the terms of the Contract, as well as Live Wire's responses to questions posted on its "Safari at the Quarry" Facebook page, which explicitly state that other types of events are, in fact, being planned or supported, including events for open-wheel vehicles, quads, Toyota Tacomas, Toyota FJ Cruisers, other 4x4 tagged/licensed vehicles. Additionally, the Contract specifically references and permits quad, open wheeling, and Bronco events, while failing to exclude motorcycles or any other type of motorized vehicle. It is, therefore, clear that despite Mr. Hoffman's and Mr. Luffman's denials, the intent is to stage events for multiple types of off-road vehicles and with great frequency.
- iii. Ms. Giordano repeatedly asserted that the events will be, "*low impact*," insofar as they will last for only two days and the event site would be returned to its original condition following the events. It must be noted, however that, although the duration of an event may only be two days, multiple events involving a variety of vehicle types are being planned by Live Wire, which will extend impacts and disturbances for many days over the course of a year. With respect to Ms. Giordano's assertion that the event site would be returned to its original condition following the events, the site alterations presently underway or already completed are permanent or semi-permanent and cannot readily be restored to preexisting condition. The site alterations include, site clearing, excavation, earth moving, construction of new trails, modifications to existing trails, and construction of various earthen structures.

Of even greater concern is the impounded area, which encompasses approximately 22-acres, and is of sufficient depth (perhaps 25-ft. or more) to retain a large volume of water. The impoundment, which is presently flooded almost to its rim, was recently created by pumping water from an adjacent sand pit into the previously excavated 22-acre basin—apparently for the purpose of forming a portion of the off-road course in the adjacent sand pit. Review of historical satellite imagery going back to 1985 (39 years ago) indicates that the impoundment basin had never previously been flooded and only became filled at some point in time after July 2020. *This begs the questions as to whether the County performed engineering studies to determine whether the impoundment's banks and bottom are structurally capable of retaining such a large volume of water without failure, and if impacts to water table hydrology are likely.* Additionally, before the impoundment was flooded, it likely supported regulated non-tidal wetlands that are now immersed and destroyed. Furthermore, no impoundment outfall has been identified, and as water continues to be pumped into the impoundment and stormwater runoff continues to collect, the pool level and rate of discharge cannot be controlled. As such, should the

impoundment overflow, the hydrological characteristics of downstream receiving waterways could be significantly altered, as well as downstream habitats. Should bank failure or sinkhole development occur, the downstream impacts may be even more consequential.

Noise impacts will also be significant despite Mr. Hoffman's contention at the 12/5 Legislative Session that the audible output from any individual vehicle would not exceed 35 dBA. Mr. Hoffman has produced no acoustical data supporting this assertion. In fact, various studies indicate that the average mid-size automobile equipped with a stock exhaust system generates between 40 and 50 dBA (anterior) at idle speed (approx. 700 rpm), and will exceed 55 dBA at 2500 rpm—all significantly greater than Mr. Hoffman's contentions. Audible output per vehicle will be greater when traveling at the 8-15 mph asserted by Mr. Hoffman. Furthermore, some participating vehicles are likely to be equipped with custom exhausts, which can emit up to 80 dBA at idle speed while still remaining within state standards. Future planned events for vehicle types other than Jeeps may emit even greater noise levels. Compounded by up to 200 vehicles participating simultaneously, noise emissions impacting surrounding residential communities will be significant. Notably, Shadow Hills is situated less than 300-linear feet from the nearest point from where the events are to be held.

Additionally, it appears that impacts to wildlife have not been considered. The event site provides natural habitat for many species, including, but not limited to, bald eagles, foxes, turkeys, white tail deer and a variety of migratory waterfowl. Each of these species will be impacted by noise and habitat destruction (particularly within the impounded area), and in some cases will likely be displaced.

The aggregate of these impacts, in conjunction with the previously described traffic impediments and potential impacts to property values in nearby residential neighborhoods, will have profound affects on both the event site and adjacent communities. Therefore, to describe the events as "low impact" is simply inaccurate.

- iv. Mr. Hoffman asserted that he has worked with the County's team to secure the event site better than it had been previously. Observations of the event site's perimeter revealed that security measures are limited to a recently installed gated entrance on the access driveway, and a recently constructed small earthen berm on the east boundary adjacent to the Delmarva Central Railroad's access road. Although these limited measures may prevent SUV and truck access, numerous points remain that can be easily breached by ATVs, motorcycles, and pedestrians, etc. Furthermore, no posted signage prohibiting trespass has been observed anywhere around the property boundaries except for a single sign situated at the gated entrance. The event site cannot be secured without installing a continuous fence around the property boundaries, the cost of which would likely be prohibitive.

It should be noted that the event site has a long history of continuous use by neighborhood residents, as well as individuals who reside out of county or out of state, including pedestrians and operators of a variety of motor vehicles. Observations, furthermore, indicate that the frequency of such use has increased since the County took possession of the event site in 2018. It is of deepest concern that the County has failed to implement adequate measures to secure the event site, thus leaving the County exposed to civil and financial liabilities.

- v. Mr. Hoffman asserted, "... *we did have some conversations with Conveyors and Plastics and they were in support of the event.* " This statement is not a full and accurate representation of Conveyors and Plastics' position as conveyed during a conversation held on 2/26/24 between Shadow Hills and Tim Reinert, the company's president. At that time, Mr. Reinert indicated that, among other factors, he would only support the events predicated on the condition that the site was adequately secured throughout the year when no events were taking place, but does not consider the security measures undertaken thus far to be sufficient, whereas, such measures cannot prevent ATVs, motorcycles or pedestrians from trespassing. Mr. Reinert further expressed his belief that only installation of permanent fencing around much, if not all of the event site would discourage trespass and related property crimes, and was concerned that the events may actually encourage continued trespassing, perhaps with even greater frequency. It should be noted that the Conveyors and Plastics property has frequently been subject to trespass, vandalism and property damage, thus necessitating repeated calls for service to the Sheriff's Dept.
- vi. Mr. Hoffman asserted that the events will take place at the event site between the hours of 8:00 am and 5:00 pm. However, the event schedule posted on Live Wire's *Safari at the Quarry* Facebook page indicates that the events will extend through 6:00 pm. Not only does this conflict with Mr. Hoffman's statement but also violates the terms of the Contract, which expressly stipulates that onsite activities are to end by 5:00 pm.
- vii. Mr. Hoffman asserted that at a meeting with Mikele Dahlen, president of the Shadow Hills HOA, she, "...*seemed to be in favor of the event because she had a better feeling...than she did before the conversation...* " This is a gross misrepresentation of the conversation. Let it be clear that Shadow Hills and its president remain adamantly opposed to staging of the events at the quarry under the present circumstances, and have never made any statements to the contrary.
- viii. Although Mr. Hoffman asserted that he would bear the costs of traffic control on Connelly Mill Rd. provided by the Sheriff's Dept., there is no contractual obligation to do so and thus, his overture is unenforceable.
- ix. Ms. Giordano asserted that the County will, "...*make a little bit of money.* " However, as previously noted, absent proforma financial projections and an economic impact study,

*Julie Giordano, County Executive
Connelly Mill Sand Quarry Off Road Events
March 6, 2024*

and in further consideration of the unfavorable distribution of profits, there is no basis to Ms. Giordano's claim that the County will make any money after its direct expenses are calculated. In fact, the greater probability seems to be that the County will realize a net loss. Ms. Giordano further asserted that there is a "need" for the events. There may be a desire to stage the events, but desire does not establish need, financial or otherwise.

In careful consideration of the many contractual deficiencies and consequences thereof described herein and in the attached Abstract resulting from the County Executive's failure to exercise adequate due diligence, unwillingness to proceed with appropriate transparency, and the likelihood of deleterious impacts to the Shadow Hills community with respect to property values and quiet enjoyment of our homes, it is our demand that the forthcoming May 4-5, 2024 events be immediately terminated for convenience and the Contract abandoned in its entirety. We would further admonish the County Executive to remain cognizant that ours is a representative form of government and thus, actions of such significant consequence should not be undertaken without the advice and consent of the legislative branch of the Wicomico County government or without the knowledge of affected stakeholders.

Respectfully,
Shadow Hills Homeowner's Association, Inc.

Michael Goldberg
Chief Information Officer

cc: Wicomico County Council (AllCountyCouncilUsers@wicomocounty.org)
Bunky Luffman (bluffman@wicomocounty.org)
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Sheriff Mike Lewis (mikelewis@wicomocounty.org)

ATTACHMENT 1

ABSTRACT OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN WICOMICO COUNTY AND LIVE WIRE, LLC, DATED SEPTEMBER 2, 2023

SECTION 1: RECITALS

1. Named Events

Existing Verbiage: The permitted events include, "*Jeeps at the Quarry, Open Wheeling, Quads at the Quarry, Broncos at the Quarry. Additional dates or transfer of dates may be completed by mutual consent of the County and the Event Organizer under the same conditions of this sponsorship.*"

Comment: This clause does not impose limitations as to the number or types of events that can be held following mutual consent by the parties to the MOU, thereby potentially burdening adjacent homeowners with excessive noise and traffic disruptions throughout the year. Additionally, the term "sponsorship" alludes to the County being a sponsor rather than a party to the MOU. The legal distinction between these roles is potentially significant, and the inconsistency and ambiguity created by this undefined substitution of terms may mitigate the County's ability to enforce certain provisions of the MOU, or create unforeseen obligations or liabilities.

2. Identification of Subject Property

Existing Verbiage: "*The Event Organizer intends to use the following parcel: Connelly Mill Road, Delmar, Maryland property containing 111.58 acres, more or less.*"

Comments: The existing verbiage identifying the property to be used for the proposed events (the "event site") is ambiguous. The event site is properly described as two parcels totaling 111.58-ac. identified in the land records of Wicomico County as (1) Map 0020, Grid 0022, Parcel 0169 (86.58 ac.), and (2) Map 0020, Grid 0021, Parcel 0167 (25.00 ac.). This section should also state that the adjacent County-owned parcel identified as Map 0020, Grid 0021, Parcel 0168 – 123.27-ac. is specifically excluded from use, thus placing additional burden on the Event Organizer to ensure that there is no encroachment.

SECTION 2: OBLIGATIONS OF THE EVENT ORGANIZER

1. Line Item 8

Existing Verbiage: "*[The Event Organizer will:] Provide **ALL** [emphasis added] staff and security for the Event.*"

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Comments: This clause appears to conflict with the County's obligation to, "*Provide personnel to manage off-site traffic flow.*" as set forth in §3, Line Item 6. If enforceable as a County obligation, significant costs would be imposed on the County. Furthermore, this clause should contain a provision obligating the Event Organizer to submit a staffing and security plan to the County by a specified point in time prior to any event, thus allowing the County sufficient time to review and allocate/mobilize personnel and equipment resources. Such staffing and security plan should be subject to the County's approval in its discretion.

2. Line Item 10

Existing Verbiage: "*[The Event Organizer will:] Inform neighboring property owners of scheduled Events.*"

Comments: The lead time and means by which neighboring property owners are to be informed of scheduled events has not been stipulated. It is reasonable that neighboring property owners are notified by a reliable means at least one month in advance of any event.

3. Line Item 11

Existing Verbiage: "*[The Event Organizer will:] Provide a plan to the County to prevent public access to the site when the site is closed to the public*"

Comments: The intent of the existing verbiage is ambiguous, as it fails to address whether any public access prevention plan is effective only in the days preceding or following a scheduled event, or for a longer, perhaps year-round duration. If this obligation is interpreted to be year-round, it may imply that the Event Organizer has exclusive use of the site, which can potentially impose other obligations, liabilities or restrictions on the County. In either case, this clause should require that the plan be submitted well in advance and subject to the County's approval.

It must also be noted that absent the installation of fencing around the entire event site perimeter, access by people or small vehicles such as ATVs and motorcycles cannot be prevented.

4. Line Item 12

Existing Verbiage: "*[The Event Organizer will:] Provide traffic control into the staged area for an Event.*"

Comments: This verbiage of this clause creates ambiguity as to whether the Event Organizer's obligation is limited to onsite traffic control or whether it includes traffic

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control on Connelly Mill Rd. or other county/state highways. This clause may also conflict with the County's obligation to, *"Provide personnel to manage off-site traffic flow."* as set forth in §3, Line Item 6. If traffic control on Connelly Mill Rd. is enforceable as a County obligation, significant costs will be imposed on the County.

Additionally, this clause should require the Event Organizer to submit a Maintenance of Traffic (MOT) Plan to the County at a specified time prior to any scheduled Event, thus providing the County with adequate review time, as well as sufficient time to arrange for any necessary County personnel or equipment resources. The MOT Plan should be subject to the approval of the County in its discretion. This is of particular importance considering the relatively high traffic volume of Connelly Mill Rd., which has only two lanes and serves as a connector between the Salisbury Bypass and U.S. 13 Business, in addition to the traffic impediment posed by the Delmarva Central Railroad crossing and switching yard on Connelly Mill Rd. adjacent to the Subject Property's highway entrance.

5. Line Item 23

Existing Verbiage: *"[The Event Organizer will:] "Produce a schedule of events for each year."*

Comments: The MOU fails to establish a deadline for submission of a schedule of events in any year, thus making planning and allocation of County resources potentially problematic. Any proposed schedule of events should be subject to the County's approval in its discretion.

6. Line Item 24

Existing Verbiage: *"[The Event Organizer will:] Provide a report to the County about each Event, including an accounting of revenue and expenses."*

Comments: This clause is ambiguous as to whether the referenced "accounting of revenues and expenses" is a pre-event proforma or post-event financial statement. Assuming that the intent is for a pre-event proforma, such proforma should be submitted by a specified point in time prior to any event, and should include documentation supporting the projected revenues, expenses and other underlying assumptions. Acceptance of the proforma and supporting documentation should be at the County's discretion. It should also be noted that submission and review of a proforma should have been part of the due diligence effort prior to execution of the MOU to assess feasibility and costs to be borne by the County.

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If the intent of this clause is for the Event Organizer to provide a post-event financial statement, then it is redundant with the requirements of Line Item 26 of this section. Additionally, the contents of the “*report about each event*” required by this clause is undefined and ambiguous.

7. Line Item 25

Existing Verbiage: “*The County shall receive ten percent (10%) of the **net profit** [emphasis added] from each Event.*”

Comments: The County's interests are not adequately protected by this clause. In the absence of supported proforma financial projections, net profitability can neither be foreseen nor assured. Additionally, by its commonly used definition, the term “*net profit*” implies that the Event Organizer can allocate a pro rata share of its overall corporate operating expenses, interest liabilities and tax liabilities to the calculation, thus creating additional uncertainty as to whether the County will ultimately receive any financial benefit at all, or even be able to recover its expenses. *No evidence has been provided indicating that the County performed the appropriate level of due diligence by reviewing the Event Organizer's financial statement to determine impacts to net profitability, should it be interpreted in strict accordance with its generally accepted definition. Neither has any evidence been provided indicating that the Event Organizer submitted, or that the County has reviewed, a proforma financial projection to determine probable gross revenues from all sources derived.*

Furthermore, the MOU is silent as to when the Event Organizer will remit the County's agreed upon share following any event. This should have been clearly established and may result in an unsatisfactory deferral of payment to the County.

The County's interests would have been far better protected by requiring the Event Organizer to pay front-loaded, stipulated fees (e.g., permit fee, land use fee, asset support fee, etc.) of sufficient value to ensure that the County is remunerated for its expenses. As the MOU is currently structured, the County may not be able to recover its expenses, thus placing tax dollars at risk. Furthermore, the distribution of profits renders the MOU a de facto venture partnership agreement potentially exposing the County to unforeseen and unintended financial and civil liabilities.

8. Line Item 26

Existing Verbiage: “*Financials and economic impact statement will be prepared after each Event.*”

Comments: This term “*financials*” is ambiguous. Whereas, the County is to receive a share of net profits, the Event Organizer's complete *financial statement* with supporting

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documentation acceptable to the County in its discretion will be necessary to identify event-related direct, and corporate indirect expenses that may be applied to the net profitability calculation. It should also be noted that no time limitation has been imposed for submission of the “financials” following an event, which may unsatisfactorily defer payment to the County insofar as the financial data will form the basis upon which the County's share of profits is calculated.

The post-event “**Economic Impact Statement**” requirement imposed on the Event Organizer is of no value insofar as it will be unable to fully avail itself of the necessary base data. *An Economic Impact Statement should have been prepared by the County as part of a due diligence process prior to entering into any agreement with the Event Organizer.* In conjunction with the Event Organizer's proforma financial projections (which has apparently not been submitted), the Economic Impact Statement would reflect probable tax revenues to be generated by the events, estimates of business revenues (e.g., lodging, food & beverage, entertainment, etc.), and estimates of County expenditures. Lacking these projections and a scientific approach thereto, the economic impacts to the County are purely guesswork..

Also, as part of the due diligence effort that was not undertaken by the County prior to entering into the MOU, a **Community Impact Statement (CIS)** with supporting documentation obtained from similar events with similar neighborhood characteristics should have been submitted by the Event Organizer for the County's review and approval. There is no evidence that a CIS was submitted to assess such issues as sound levels affecting adjacent residential communities, extent of traffic disruptions, and impacts to real estate values of neighboring communities should the proposed events become ongoing.

SECTION 3: OBLIGATIONS OF THE COUNTY

1. Line Item 3:

Existing Verbiage: “[The County will:] “Cooperate with Event Organizer to develop a marketing plan for the Event.”

Comments: “Cooperate” is an excessively broad and ambiguous term. The type and extent of such cooperation with respect to preparation of a marketing plan should be specifically defined and explicitly exclude County funding of the Event Organizer's expenses and the use of county-owned materials or equipment, (e.g., paper media, printing devices, etc.) at taxpayer cost. This also begs the question as to the extent and cost of the use of County staff assigned to fulfill this requirement. There is no indication that any of these costs have been quantified. In the interest of promoting sound accounting practices and government transparency, all County expenditures related to

the MOU should be enumerated and made available to the public.

2. Line Item 4:

Existing Verbiage: “[The County will:] “Provide roll fencing or barriers to mark off-limit areas at the site during the Event.”

Comments: Fulfillment of this requirement entails direct labor, material and equipment usage costs to be borne by the County. There is no indication that these costs have been quantified. In the interests of promoting sound accounting practices and government transparency, all County expenditures related to the MOU should be enumerated and made available to the public.

3. Line Items 5, 6 & 8:

Existing Verbiage: “[The County will:] (Line Item 5) “Provide County social media notice to the public and participants for Events.” (Line Item 6) “Provide personnel to manage off-site traffic flow.” (Line Item 8) “Provide manpower and equipment to assist with setup.”

Comments: Line Item 6 stating that the County will, “Provide personnel to manage off-site traffic flow.” appears to conflict with §2, Line Item 8 requiring the Event Organizer to “Provide *ALL* [emphasis added] staff and security for the Event,” and §2, Line Item 12 stipulating that the Event Organizer will, “Provide traffic control into the staged area for an Event.” If enforceable as County obligations, significant costs would be imposed on the County.

Specific to Line Item 6, the Event Organizer is likely not authorized to manage traffic on public thoroughfares. As such, traffic control on Connelly Mill Rd. must be provided by County employees (Sheriff’s Dept., Fire Dept., etc.) and the costs associated therewith will be borne by the County. There is no indication that these costs have been quantified. In the interest of promoting sound accounting practices and government transparency, all County expenditures related to the MOU should be enumerated and made available to the public.

SECTION 4: TERMS AND CONDITIONS

1. Indemnification

Existing Verbiage: “The Event Organizer will indemnify the County, its officers, agents and employees ...”

Comments: A *duty to defend* should be imposed on the Event Organizer in addition to the indemnification obligation. A duty to defend is generally standard in municipal contracts, and serves to protect the County from legal expenditures should a civil suit be initiated by a third party.

Additionally, the indemnification requirement should be extended to include the County's contractors, subcontractors, employees-in-kind, and perhaps the County Executive and County Council.

2. Insurance Requirements

Several problematic deficiencies were noted in the insurance requirements as follows:

- i. The limits of coverage are insufficient in consideration of the personal injury risks associated with the events. Coverage in the aggregate amount of \$6 million would be more satisfactory and consistent with events of this nature, rather than the stipulated \$5 million.
- ii. No obligation has been imposed on the Event Organizer to verify that all participating vehicles are insured in accordance with state law.
- iii. The MOU fails to require the Event Organizer's insurance coverage to be primary, non-contributory and without regard to the named insured's fault or lack thereof as is typical of municipal contracts.
- iv. The MOU fails to require that the County, as additional insured, be notified by Event Organizer as well as the insurer in the event of cancellation or reduction of coverage. This is important, whereas, the insurer will likely only agree to "endeavor" to notify the additional insured of cancellation.
- v. The MOU's insurance provisions fail to include a waiver of subrogation requirement as is typical of municipal contracts. Waiver of subrogation will protect the County from the costs, inconvenience and time necessary to materially support the Event Organizer's insurer's efforts to recover claims paid out in settlement of a third-party lawsuit.
- vi. The undefined term "**Sponsors**" appears to have been substituted for the defined term, "County" in the Insurance clause. Such substitution of terms creates ambiguity subject to judicial interpretation, thus potentially limiting the County's rights and remedies, or creating unintended obligations.

3. Responsibility of Event Organizer

Existing Verbiage: *"The Event Organizer must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services."*

Comments: This clause is generally only applicable to contracts for construction or professional services rather than public events. Nonetheless, the existing verbiage does not meet current standards, which have been adapted to address certain nuances in case law. Standard of care clauses have generally been updated to read, *"The Event Organizer shall perform the services with the standard of care, skill and diligence normally provided by an event promoter in the performance of similar or the same services described herein, at the same or similar site, and with the same or similar conditions as exist at the Event Site"*

Additionally, the term "Contractor" has been substituted for the term "Event Organizer" without definition. It is clear that the Event Organizer is not a contractor in accordance with the term's generally accepted definition. This substitution of terms may relieve the Event Organizer from its obligation to exercise an appropriate standard of care, or result in other adverse consequences arising from differing legal interpretations of the undefined term "Contractor" within the context of the MOU.

4. Subcontracting or Assignment

Existing Verbiage: *"The Event Organizer may not subcontract or assign any part of the Contract without the prior written consent of the **Sponsors** [emphasis added]. The **sponsors** [emphasis added] have the right to withhold consent for any reason deemed appropriate."*

Comments: The undefined term "Sponsors" appears to have been substituted for the defined term, "County" in this clause. Such substitution of terms creates ambiguity subject to judicial interpretation thus potentially limiting the County's rights and remedies, or creating unintended obligations.

5. Termination

Existing Verbiage: *"If this Contract is terminated or the sponsored event(s) do not occur, County will not be paid."*

Comments: Although it is understood that the County's pro rata share of profits will not be realized should an event be canceled, the County will nonetheless incur significant expenses. This clause provides no means for the County to

recover expenses from the Event Organizer, particularly in the circumstance under which an event is canceled through no fault of the County. The Event Organizer can arbitrarily cancel an event without reimbursement to the County for its labor, materials or equipment expenditures.

6. Termination of Contract for Convenience

Existing Verbiage: *"Upon written notice, the **Sponsors** [emphasis added] may terminate the Contract...The County will only be responsible and pay for reasonable costs allocable to the Contract for work or costs incurred by the Event Organizer up to the date of termination, in whole or in part, when the **Sponsors** [emphasis added] determine termination is in their best interest...The County will only be responsible and pay for reasonable costs allocable to the Contract for work or costs incurred by the Event Organizer up to the date of termination."*

Comments: ***This clause is inequitable*** insofar as it obligates the County to reimburse the Event Organizer for expenses should the County cancel an event, but does not obligate the Event Organizer to reimburse the County for expenses should the Event Organizer cancel, or if an event is otherwise canceled through no fault of the County.

Additionally, The undefined term "Sponsors" appears to have been substituted for the defined term, "County" in this clause. Such substitution of terms creates ambiguity subject to judicial interpretation thus potentially limiting the County's rights and remedies, or creating unintended obligations.

7. Use of County Facilities

Existing Verbiage: *"Event Organizer and its employees or agents have the right to use only those facilities of the County that are necessary to perform the services under this Contract."*

Comments: This language is excessively broad and fails to identify precisely which County facilities may be utilized by the Event Organizer, or the manner in which any such facilities may be used. In the absence of these parameters, the costs associated with the Event Organizer's use of County facilities cannot be quantified.

8. No Partnership

Existing Verbiage: *"This MOU does not create a partnership or any other business entity or affiliation between the parties, other than to define the*

respective rights and obligations of the parties as to the presentation of the Event."

Comments: Considering the structure of the MOU and the manner in which profits are to be distributed, this clause may not be entirely enforceable, thus potentially exposing the County to unforeseen costs or liabilities. It appears that in essence, the MOU is, in fact, a partnership agreement.

SECTION 5: NOTED OMISSIONS FROM THE MOU

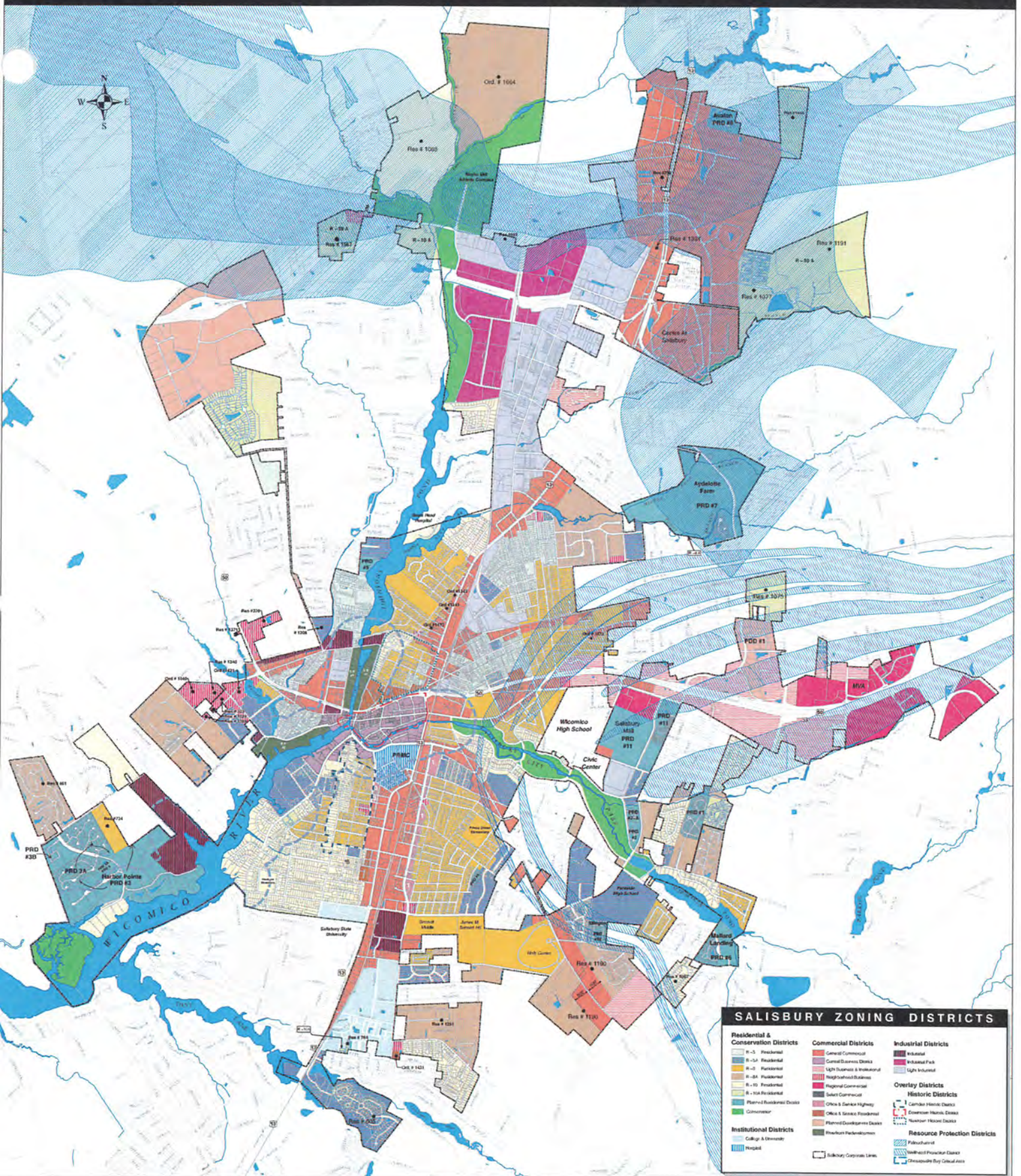
1. No addendum to the MOU is known to have been executed permitting the first planned Jeep Event reportedly scheduled to be held May 4-5, 2024. Failure to subjoin the event to the MOU may foreclose the County's ability to enforce the provisions thereof, in whole or in part.
2. The MOU is silent on the means by which the County can monitor and verify gross receipts, whether paid by bank draft, credit card transaction or cash. Absent the County's ability to verify, calculation of profitability can be based only on trust and faith, which are inadequate protections of the County's interests.
3. The MOU does not address whether revenues and expenses associated with the Kylan's Barn "after event" are shared by the County and the Event Organizer, with net profits distributed accordingly. Generated revenues may include admission fees, rental of vendor space, or capture of a percentage of vendor revenues.
4. The MOU contains no requirement for the Event Organizer to submit vendor or contractor invoices documenting expenses incurred in connection with any Event, which may be applied to reduce profitability, nor does it authorize the County to review and reject expenses it considers unreasonable, excessive or inapplicable.
5. The MOU is silent on the topic of dispute resolution, whether through litigation, arbitration or non-binding mediation. In the event of a legal dispute, this omission may lead to expensive litigation with uncertain outcome.
6. The MOU contains no termination or "sunset" date and will, therefore, remain perpetually in force, subject only to the mutual consent of the parties thereto with respect to staging of any future events. This can limit the County's ability to modify or abandon the MOU without cost should it determine that it is disadvantageous to the County's interests.
7. The MOU contains no provisions respecting termination for cause or non-payment. This may result in expensive litigation with uncertain outcome.

Attachment I
Abstract of MOU Between Wicomico County and
Live Wire, LLC, Dated September 2, 2023

8. The MOU does not impose an obligation on the Event Organizer to prohibit the possession or use of alcoholic beverages, marijuana or illegal drugs during events. Such a clause may serve to limit the County's exposure to certain civil liabilities if alcohol or drugs are a factor in any vehicular accident or other mishap that may occur.
9. The MOU fails to impose an obligation on the Event Organizer to mitigate and cleanup hazardous materials spills should they occur (i.e., gasoline, motor oil, hydraulic fluid, etc.). Additionally, the MOU fails to require the Event Organizer to submit a Hazardous Materials Abatement Plan describing procedures for immediate containment of any spills, nor does it obligate the Event Organizer to provide the onsite resources necessary to contain such spills (e.g., absorbents, containment booms, fire suppression devices, etc.). Furthermore, the MOU contains no requirement for the Event Organizer to perform an inspection of participating vehicles to identify any visually discernible leaking fluids.
10. The MOU fails to require the Event Organizer to review evidence of participant's liability insurance or ensure that all participating vehicles are properly tagged and street-legal.

End of Document

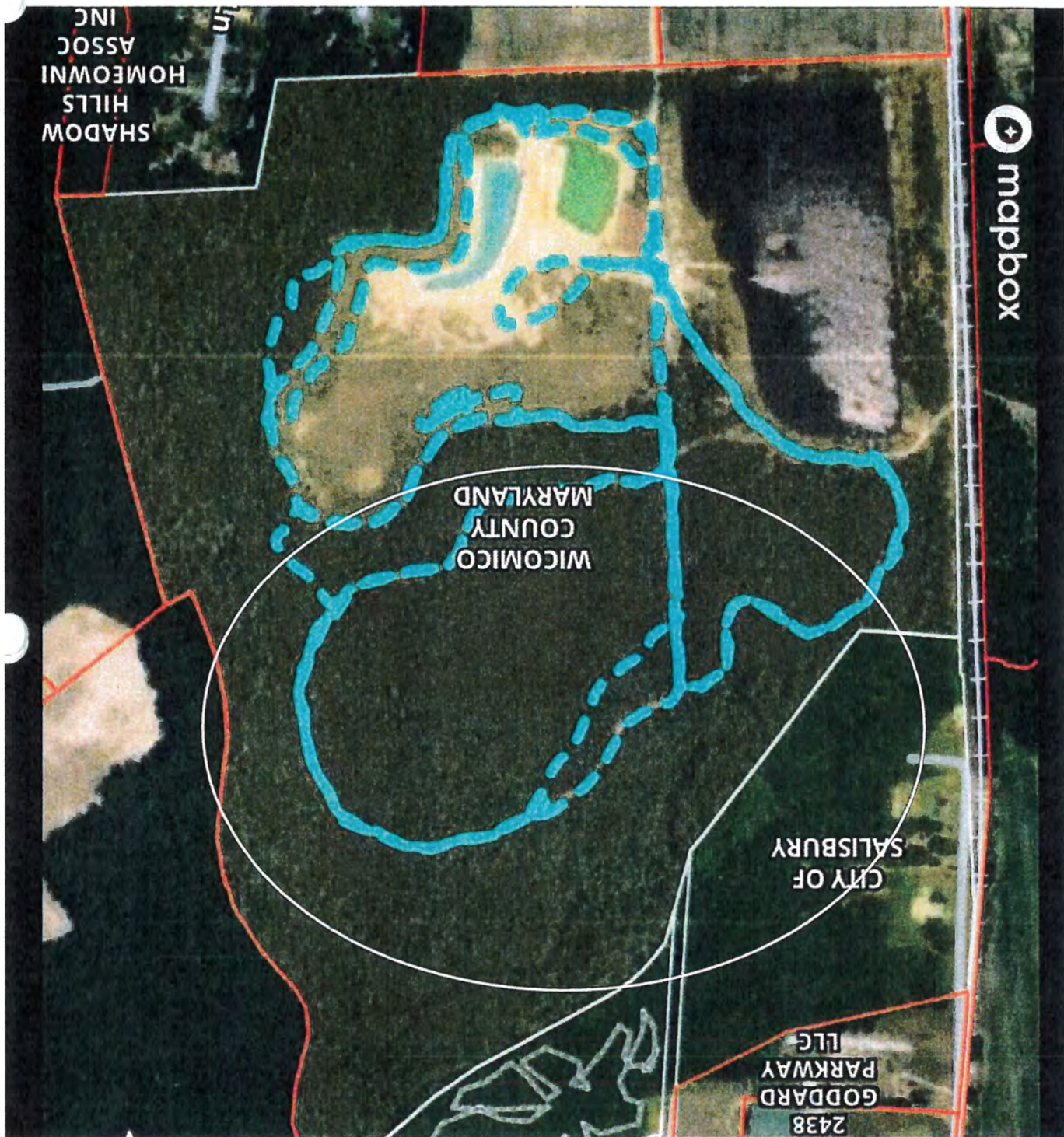
CITY OF SALISBURY



Salisbury Zoning Map



This track area seems to be all over Parcel 168 in addition to 167 & 169. And they are definitely advertising for use of all 274 acres. It's all over their fb ads.





District: 11 Account Number: 000371

Wicomico County

New Search

DEPARTMENT OF
ASSESSMENTS & TAXATION

Search

[Maryland.gov](#)
[Phone Directory](#)
[State Agencies](#)
[Online](#)

Tax Maps showing Parcels 167 = 25 acres, Parcel 169 = 86.58 acres, Parcel 168 = 123.27 acres

Total = 234.85

MOU = 111 acres

Advertisements say 274 Acres.

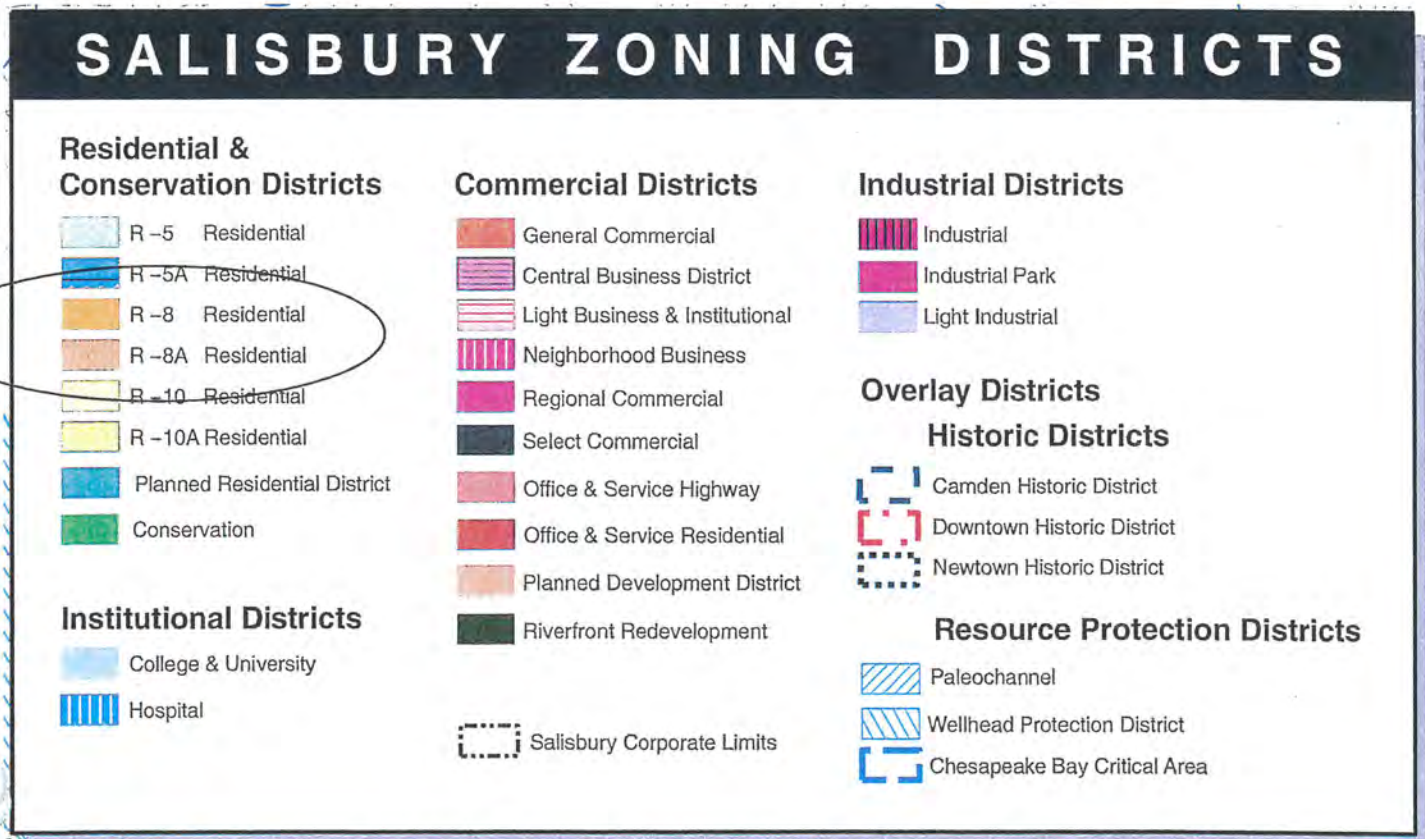
NOTE: WICOMICO COUNTY is the Owner of the property, BUT it's in the City limits for authority on Zoning. According to Salisbury Maps it's ZONED RESIDENTIAL R-8A. While the County may own it, they don't dictate zoning code on property in city limits. Salisbury City zoning does. County Executive I presume doesn't get exempted from City zoning requirements even if the county owns the property. We are all aware the property was initially offered by donation to city of Salisbury, who declined it. Later Wicomico County became the owner but that didn't change the city limits. The property was not de-annexed as far as we know. It remained in the corporate limits as shown on the Salisbury City maps. It's also still noted as Salisbury City property on the SDAT tax records.

See maps and legend below.

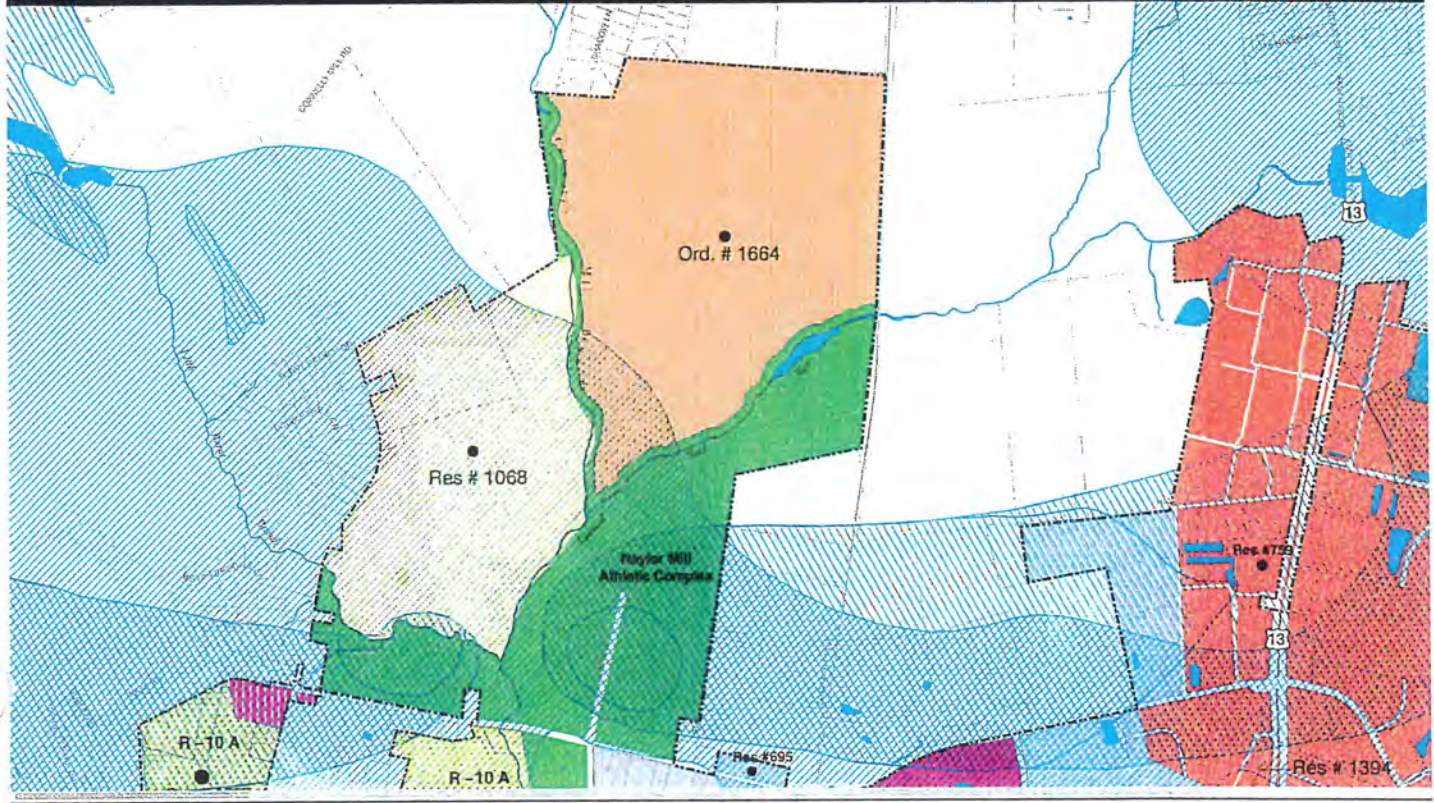
Salisbury Zoning Map

<https://salisbury.md/wp-content/uploads/2013/07/SalisburyMDZoningMap112912.pdf>

Legend:



O F S A L I S



SALISBURY CITY ZONING CODE:

https://library.municode.com/md/salisbury/codes/municipal_code?nodeId=TIT17ZO_CH17.160
R-REDI

If you read the Zoning code for R-5A, R-8A, R-10A (it references R5, R8, R10, but allows in 5A, 8A, 10 higher density for apartments, townhomes etc.)

Chapter 17.160 - R-5A, **R-8A** AND R-10A RESIDENTIAL DISTRICTS

17.160.10 - Purpose.

- A. The purpose of the R-5A, R-8A and R-10A residential districts is to recognize those areas of the city that have developed or are suitable for development with apartments or townhouses and to provide additional areas where they may be developed at densities compatible to existing or future residential development within or adjoining the districts. These districts are located in areas which are presently served or which can be served by existing municipal public utilities of water, sanitary sewer and storm drains and which contain the services and amenities necessary for concentrations of population and traffic normally associated with apartment and townhouse development.

- B. Uses permitted in these districts include the uses in the R-5, R-8 and R-10 districts while providing for additional housing uses to meet the varied housing needs of the community. In accordance with this purpose, the following uses, standards and area regulations are established.

[Click the zoning code link above to read detail on Uses below:](#)

- 17.160.020 - Permitted uses.
- 17.160.030 - Uses permitted by special exception.
- 17.160.040 - Uses permitted by ordinance permit.

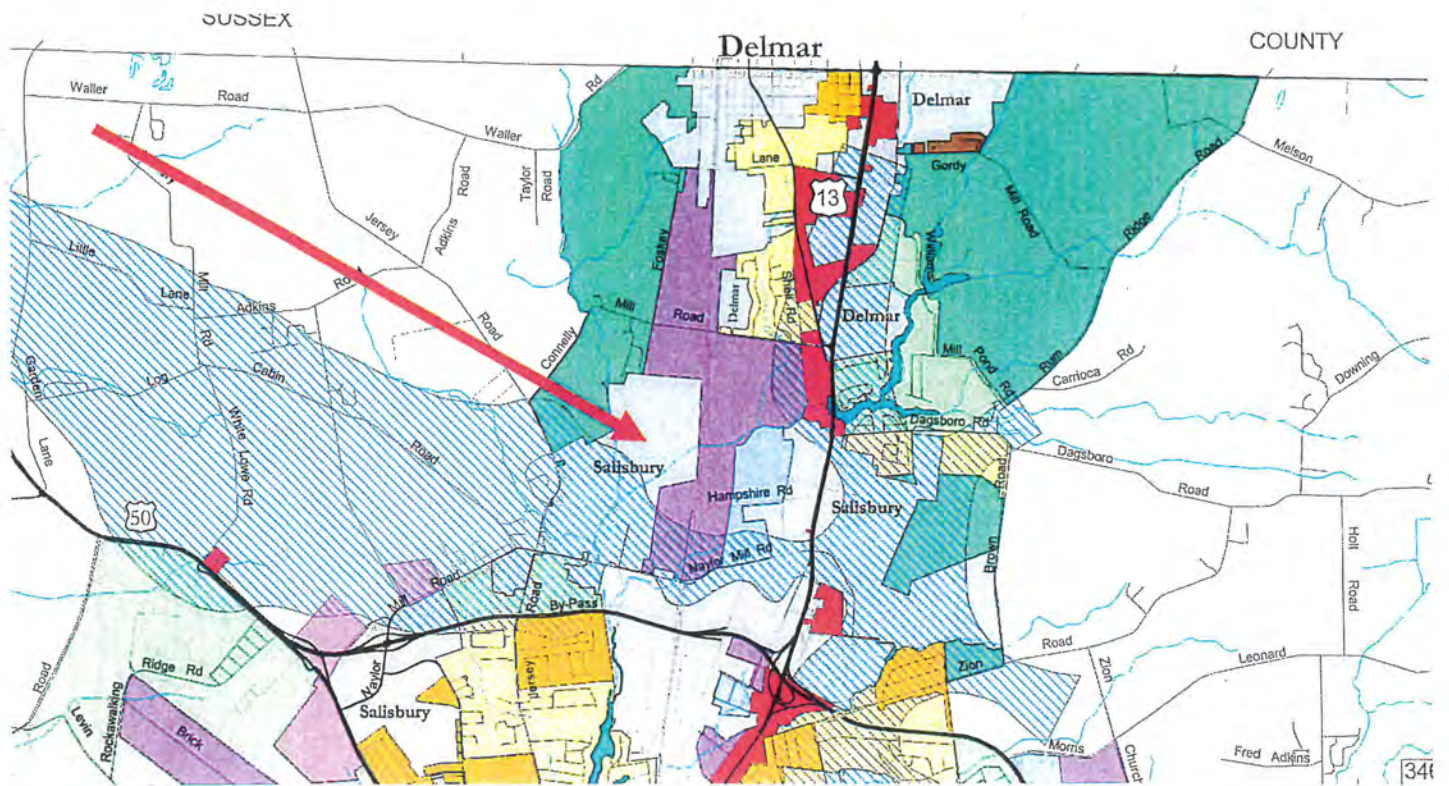
Chapter 17.156 - R-5, R-8 AND R-10 RESIDENTIAL DISTRICTS

17.156.10 - Purpose.

- A. The purpose of the R-5, R-8 and R-10 residential districts is to preserve the character of both newly planned and established single-family residential areas in order to promote and to enhance the quality of life and environmental attributes which are an essential part of the city. The uses permitted in these districts are limited primarily to single-family residential. Selected nonresidential uses which provide a service to the residents of an area or which, by their nature, require a residential environment are permitted. Apartment developments, therefore, are incompatible because they generate an undue concentration of population and increased traffic which alter the predominantly single-family residential character of these areas.
- B. The R-5, R-8 and R-10 residential districts encompass the majority of the residential areas of the city which either are or will be served by municipal utilities, including public water, sanitary sewer and storm drains

[Click the zoning code link above to read detail on Uses below:](#)

- 17.160.020 - Permitted uses.
- 17.160.030 - Uses permitted by special exception.
- 17.160.040 - Uses permitted by ordinance permit.

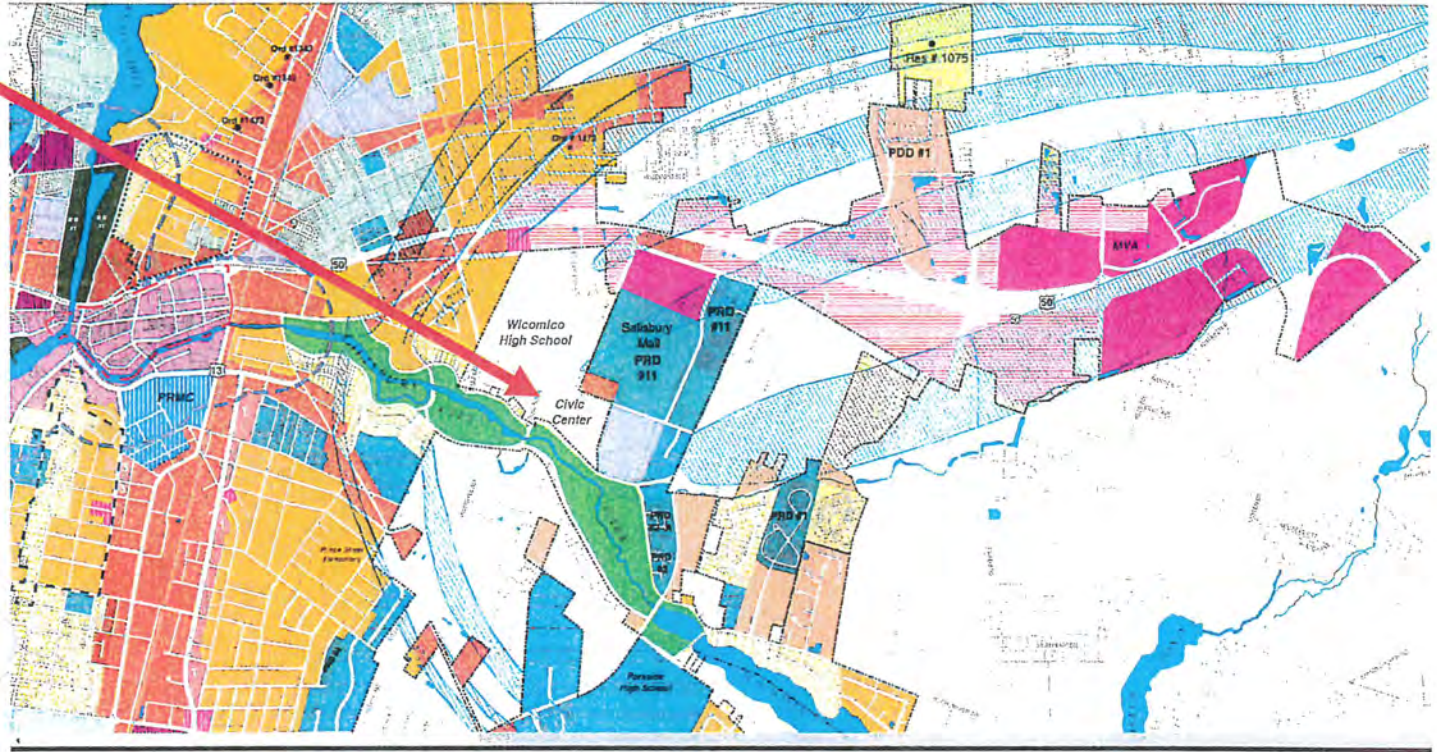


AS TO JULIE GIORDANO's comments that's it's no different than someone renting the Civic Center. Indeed it's different. Civic Center is Zoned by County, appears to be R8 residential on the map. Assuming the

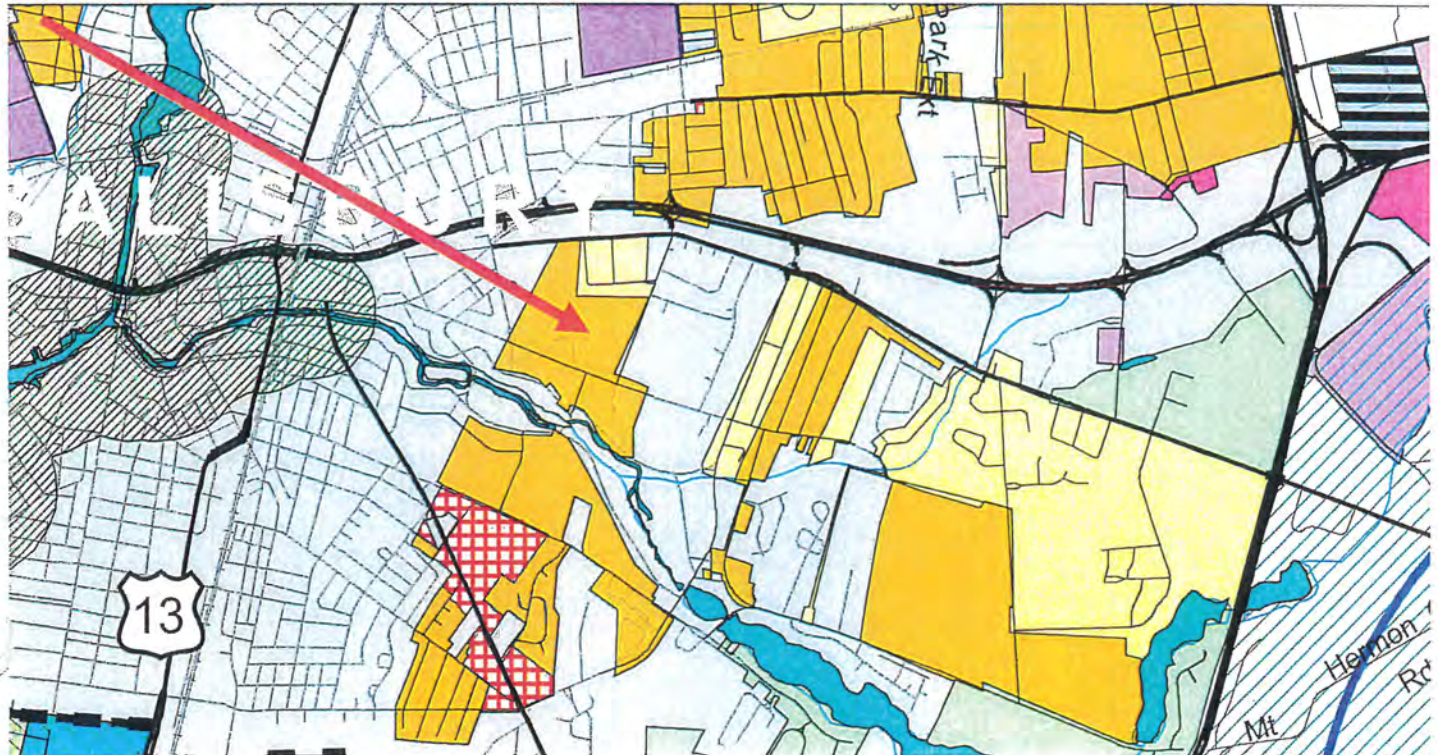
county has authority to override their own zoning I guess they run civic center in a residential zone.

However, the Quarry is Zoned by City and Zoned as Residential, Permitted USES are clearly different and County doesn't have authority over City Zoning.

SALISBURY CITY ZONING MAP below – SHOWS CIVIC CENTER AS COUNTY PROPERTY – NOT CITY ZONED.



COUNTY ZONING MAP – SHOWS CIVIC CENTER AS COUNTY PROPERTY – NOT CITY ZONED.



LIVE WIRE MEDIA, LLC
EVENT SPONSORSHIP MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made 2nd day of Sept, in the year 2023, by and between Wicomico County, Maryland (hereinafter referred to as "County") and Live Wire Media, LLC (hereafter referred as the "Event Organizer") The parties enter into this MOU to set forth their mutual understanding on what roles each organization shall fulfill for the sponsored event(s).

Wicomico County, Maryland intends to support:

Event Organizer: LIVE WIRE MEDIA, LLC

Contact Name: BRAD HOFFMAN

Address: 510 146th Street, Unit 4

City, State, Zip: Ocean City, Maryland 21842

Event Name(s): Jeeps at the Quarry, Open Wheeling, Quads at the Quarry, Broncos at the Quarry

Date(s): TBA (Spring, Summer, Fall 2024)

Additional dates or transfer of dates may be completed by mutual consent of the County and the Event Organizer under the same conditions of this sponsorship.

The Event Organizer intends to use the following parcel:

Connelly Mill Road, Delmar, Maryland property containing 111.58 acres, more or less.

The Event Organizer will:

1. Oversee and manage all components of the sponsored event.
2. Recognize sponsors in all marketing efforts, including but not limited to press releases, interviews and social media posts.
3. During 2023 and 2024, the Event Organizer will prepare the site for the event with County oversight and approval, and without interfering with County operations at the site.
4. Provide trash containers and four (4) portable toilets, and remove the trash containers, the portable toilets, and all loose trash from the site within forty-eight (48) hours after the conclusion of an Event.
5. Create a site map for the site.
6. Build a working relationship with local businesses and governmental entities.
7. Provide operational oversight during an Event. All Events shall begin after 8:00 a.m. and end by 5:00 p.m.
8. Provide all staff and security for an Event.
9. Provide markers, flags or posts to delineate staging areas at the site during an Event.
10. Inform neighboring property owners of scheduled Events.
11. Provide a plan to the County to prevent public access to the site when the site is closed to the public.
12. Provide traffic control into the staged area for an Event.
13. Provide an online presence, including a website and social media coverage for Events.
14. Provide online registration for Events.
15. Provide branding and logos for Events, and execute a marketing plan for participants.
16. Coordinate with vendors to facilitate sales promotions at Events.

17. Coordinate with regional Jeep and 4 X 4 clubs for registration and participation at Events.
18. Prepare a liability waiver for signature by all participants at Events, subject to approval by County.
19. Provide all staff necessary to supervise and operate an Event.
20. Provide an appropriate tow vehicle at site during Events.
21. Facilitate off-site after-hours social events.
22. Negotiate with Wicomico accommodations to create special rates for participants.
23. Produce a schedule of Events for each year.
24. Provide a report to the County about each Event, including an accounting of revenue and expenses.
25. The County shall receive ten percent (10%) of the net profit from each Event.
26. Financials and economic impact statement will be prepared after each Event.

The County will:

1. Provide access to the site for preparation and conduct of the Event by Event Organizer.
2. Assist Event Organizer with interaction with the City of Salisbury.
3. Cooperate with Event Organizer to develop a marketing plan for the Event.
4. Provide roll fencing or barriers to mark off-limit areas at the site during an Event.
5. Provide County social media notice to the public and participants for Events.
6. Provide personnel to manage off-site traffic flow.
7. Participate in meetings with the Event Organizer to prepare and conduct each Event.
8. Provide manpower and equipment to assist with event setup.

Notice: Any notice shall be provided via email or regular mail as follows:

Wicomico County, Maryland

Attn: Julie Giordano, County Executive
125 North Division Street, P. O. Box 870
Salisbury, Maryland 21801

jgiordano@wicomiconcounty.org

Live Wire Media, LLC

Attn: Brad Hoffman
510 146th Street, Unit 4
Ocean City, MD 21842

brad@live-wre-media.com

Terms and Conditions

Amendment. This Contract is the entire agreement between the parties. All other prior communications related to this Contract are superseded by this Contract. No amendment to this Contract is binding unless in writing and signed by the parties.

Compliance with Law. The Event Organizer warrants that:

1. The executed Contract will be a valid obligation enforceable in accordance with its terms;
It will perform in a workmanlike manner and in accordance with applicable professional standards;
2. It is qualified to do business in the State of Maryland and that it will remain qualified;
3. It will comply with all applicable federal, State, local laws, regulations, and ordinances; and
4. It will obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under this Contract.

Counterparts and Signature. This Contract may be executed in several counterparts, each of which may be an original and all of which will constitute the same instrument. An electronic signature, a facsimile copy, or computer image of this Contract will have the same effect as an original signed copy.

Force Majeure. The performance of this agreement by either party is subject to acts of God, government authority, disaster, epidemic or other emergencies, fire, or riot, any of which make it illegal or impossible to provide the goods, facilities and/or services to be provided by a party under this contract. If one or more of such circumstances occur, then performance under this agreement may be delayed or terminated for any one or more of such reasons by written notice from one party to the other, in which case, neither party shall have any liability to the other, including any direct, consequential, compensatory, special, incidental, liquidated or other damages of any nature whatsoever, by reason of such delay or termination.

Governing Law. This Contract is governed by the laws of the State of Maryland and Wicomico County.

Indemnification. The Event Organizer will indemnify the County, its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including Attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation applies to any acts, omissions, or negligent conduct, including acts or omissions of Event Organizer's agents or employees, except that it is not applicable to injury, death, or damage to the property arising from the sole negligence of County, its officers, agents, or employees.

Insurance Requirements.

- A. Event Organizer must obtain and keep in effect Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name Wicomico County, Maryland, their employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County prior to the time this Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$5,000,000 general aggregate, and \$500,000 for property damage, or such greater amount as agreed upon by the parties. Coverage must be written on an occurrence form.
- B. Event Organizer must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of this Contract. Volunteers are exempt.
- C. All insurance policies must have a minimum 30 days' notice of cancellation. The Sponsors must be notified immediately upon cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- D. When insurance coverage is renewed, Event Organizer must provide new certificates of insurance prior to expiration of current policies.

Nondiscrimination. Event Organizer may not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, perceived disability or other characteristic protected by law. Event Organizer agrees that this provision will be incorporated in all subcontracts related to this Contract.

Remedies.

- A. **Set Off.** County may deduct from any amounts payable to the Event Organizer any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Event Organizer's breach. Event Organizer will not be relieved of liability for any damages, penalties, fines, expenses or costs caused by a failure to satisfactorily perform the services.
- B. **Cumulative.** These rights and remedies of Sponsors are cumulative and without waiver of any other rights or remedies.

Responsibility of Event Organizer. The Event Organizer must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services.

Severability/Waiver. If a court finds any term of this Contract to be invalid, the validity of the remaining terms will not be affected. The remaining terms will be construed as if the Contract did not contain the invalid term. The failure of either party to enforce any term of this Contract is not a waiver by that party.

Subcontracting or Assignment. The Event Organizer may not subcontract or assign any part of the Contract without the prior written consent of the Sponsors. The Sponsors have the right to withhold consent for any reason deemed appropriate.

Survival. The terms, conditions, representations, and all warranties contained in this Contract survive the termination or expiration of this Contract.

Termination. If this Contract is terminated or the sponsored event(s) do not occur, County will not be paid. If the Contractor violates any provision of the Contract, the County may terminate the Contract by written ten (10) day notice to the Contractor. The notice will specify the cause for termination. **This MOU will terminate on September 1, 2024, unless the parties agree to renew this MOU for an agreed upon term.**

Termination of Contract for Convenience. Upon written notice, the Sponsors may terminate the Contract, in whole or in part, when the Sponsors determine termination is in their best interest. Termination for convenience is effective ten (10) days after County's written notice. The County will only be responsible and pay for reasonable costs allocable to the Contract for work or costs incurred by the Event Organizer up to the date of termination. The Event Organizer will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-Year Contract. If funds are not available for any fiscal period of this Contract after the first fiscal period, then this Contract will be terminated automatically as of the beginning of the unfunded fiscal period. The County will only be responsible and pay for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The Event Organizer will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The County will notify the Event Organizer if it has knowledge that funds are not available for the continuation of this Contract for a fiscal period beyond the first period.

Third Party Beneficiaries. The County and the Event Organizer are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the terms of this Contract.

Time is of the essence. Time is of the essence in Event Organizer's performance of each and every obligation and duty under this Contract.

Use of County Facilities. Event Organizer and its employees or agents have the right to use only those facilities of the County that are necessary to perform the services under this Contract. The County have no responsibility for the loss, theft, disappearance of or damage to equipment, tools, materials, supplies, or other personal property of Event Organizer or its employees, subcontractors, or agents which may be stored on County premises.

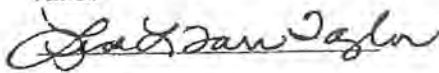
Whole Contract. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, on the date first above written.

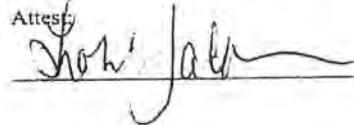
This MOU supersedes all prior commitment, if any, to host or manage Events on the Connelly Mill Road property.

No Partnership. This MOU does not create a partnership or any other business entity or affiliation between the parties, other than to define the respective rights and obligations of the parties as to the presentation of the Event.

Attest:

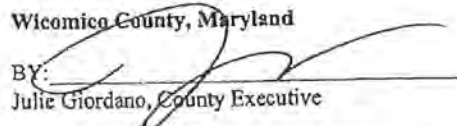


Attest:



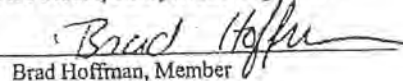
Wicomico County, Maryland

BY:


Julie Giordano, County Executive

Live Wire Media, LLC, Event Organizer

BY:


Brad Hoffman, Member

LIVE WIRE MEDIA, LLC
MEMORANDUM OF UNDERSTANDING ADDENDUM

THIS MEMORANDUM OF UNDERSTANDING ADDENDUM is made this 7th day of March, 2024, by and between WICOMICO COUNTY, MARYLAND (hereinafter referred to as "County") and LIVE WIRE MEDIA, LLC (hereinafter referred to as the "Event Organizer"). The parties enter into this Memorandum of Understanding Addendum to set forth their mutual understanding of additional duties of Event Organizer during the sponsored event:


THE EVENT ORGANIZER WILL:

- 27. Not allow motorcycles, side-by-side motorcycles, quads or other all-terrain vehicles to participate in the Event.
- 28. Forbid the sale of any alcoholic beverages at the Event.

ATTEST:



WICOMICO COUNTY, MARYLAND

By:  (SEAL)
Julie Giordano, County Executive

ATTEST:



LIVE WIRE MEDIA, LLC, Event Organizer

By:  (SEAL)
Brad Hoffman, Member

TRAFFIC CONTROL AND EMERGENCY PLAN FOR JEEP EVENT AT WICOMICO COUNTY SITE

- Location 29645 Connelly Mill Rd Delmar, Md 21875
- Times & Date of event May 4-5 2024 8am-5pm
- Event Contact for details or questions brad@live-wire-media.com 443 366 5944
- This event is focused on participants only entering the venue at above mentioned location to facilitate a jeep specific ride through the Quarry land. This location is NOT open to the public. Only registered vehicles & event staff will be onsite. The Production Team of Live Wire Media & Events has a 30 year history of running events much larger in scope then this event. They will be working with team safety lead Bob Harris a law enforcement officer and a member of the Thin Blue Line Jeep Club. Bob along with several volunteers from Ocean City Jeep Club, Delmarva Jeep Events, and Thin Blue Line Jeep Club will assisting and monitoring all traffic conditions at the entrance and exit points of the facility.
 - * We feel one Wicomico County Sherriff would be needed, an appreciated. Posted on the northern side of Connelly Mill Rd at the entrance to facility to assist and monitor traffic conditions
 - * The event staff will have signage guiding the jeeps onto the significant entry lane.
 - * The event is broken up into shifts to lessen the traffic congestion. 4 shifts daily
 - * May 4th Shift #1 entry time 8 30 am – 11am Shift ends at 12 noon. Shift #2 1pm-4pm Shift ends at 4 30pm. Vehicles will exit at their own pace. The vehicles will guided to exit to the right only! Towards Rt 13 avoiding and cross traffic congestion
 - * May 5th Schedule will be the same as above
 - * Staff will have neon vest on so they can be identified by approaching Jeeps
 - * Shifts will possibly have 100 to 150 vehicles approaching the entrance at the beginning of a shift. That will typically happen at the front end of a shift
 - * The significant entry lane is a huge asset to eliminating any backups
 - * If I back up was to occur we on Connelly Mill rd for any reason. We will ask vehicles to continue on Connelly Mill Rd and return to enter headed west.
 - * If any incidents happen on or near the entry area the attending officer could step in and radio for assistance if needed.
 - * Our goal is to have a smooth well-managed entry and exit flow based on years of experience doing this at our other events.
 - * My team has handled up to 400 to 500 vehicles exiting onto much more trafficked roads in Ocean City during Oc Jeep Fest.

We would meet with Wicomico County Sherriff's office to go over this plan if needed

TRAFFIC FLOW MAP & STAFFING ZONES

EVENT DATE MAY 4-5 2024

