CITY OF SALISBURY
CITY COUNCIL AGENDA

August 28, 2017  6:00 p.m.
Government Office Building  Room 301

Times shown for agenda items are estimates only.

6:00 p.m.  CALL TO ORDER

6:01 p.m.  WELCOME/ANNOUNCEMENTS

6:03 p.m.  CITY INVOCATION - Hafiz Abdul Ahad of The Delmarva Muslim Community

6:05 p.m.  PLEDGE OF ALLEGIANCE

6:07 p.m.  ADOPTION OF LEGISLATIVE AGENDA

6:09 p.m.  CONSENT AGENDA – City Clerk Kimberly R. Nichols
  •  **August 7, 2017** Special Meeting Minutes
  •  **August 7, 2017** Work Session Minutes
  •  **August 14, 2017** Regular Meeting Minutes
  •  **Resolution No. 2767** - authorizing the Mayor to expend grant funds in the amount of $1,000.00
  •  **Resolution No. 2768** - authorizing the Mayor to enter into a lease agreement with Community of Joy Church for use of city property for a community garden

6:14 p.m.  AWARD OF BIDS – Procurement Senior Buyer Michael Lowe
  •  Contract 116-15, C/O #2, West Isabella Water Main Replacement & Coty Cox Branch Drainage Improvements

6:20 p.m.  RESOLUTION – City Administrator Julia Glanz
  •  **Resolution No. 2769** - accepting the submission of RFP 04-16 Bid from JBG Realty for the sale of surplus real property at 432-434 East Church Street

6:25 p.m.  ORDINANCES – City Attorney Mark Tilghman
  •  **Ordinance No. 2433** – 1st reading – pursuant to Chapter 17.228 of Title 17, Zoning of the Salisbury Municipal Code and Section 17.04.120, Definitions and Section 17.46.020, Mixed Use Non-Residential District to add Public Utility Operation Center
  •  **Ordinance No. 2434** – 1st reading – to amend the Salisbury City Code by deleting Chapter 8.32-Smoking and replacing it with a new Chapter 8.32-Smoking to prohibit smoking on, in, or around property owned, leased or operated by the city, including public parks
6:30 p.m.  PUBLIC COMMENTS

6:35 p.m.  ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk’s Office, Room 305 - City/County Government Office Building, 410-548-3140 or on the City’s website www.salisbury.md.

City Council meetings are conducted in open session unless otherwise indicated. All or part of the Council’s meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b), by vote of the City Council.

Proposed agenda items for September 11, 2017 Council Meeting

• Resolution No. ___ - to re-establish the SPD Law Enforcement Explorers Program
• Resolution No. ___ / Public Hearing - to amend the City Charter to reflect reorganization of City departments
• Ordinance No. ___ - 1st reading-Mobile Vendors Licensing
• Ordinance Nos. ___ - 1st readings – amending the City Code to reflect the reorganization of City departments
• Ordinance No. 2433- 2nd reading – pursuant to Chapter 17.228 of Title 17, Zoning of the Salisbury Municipal Code and Section 17.04.120, Definitions and Section 17.46.020, Mixed Use Non-Residential District to add Public Utility Operation Center
• Ordinance No. 2434- 2nd reading - to amend the Salisbury City Code by deleting Chapter 8.32-Smoking and replacing it with a new chapter 8.32-Smoking to prohibit smoking on, in, or around property owned, leased or operated by the city, including public parks

Posted: 8/23/17
CITY OF SALISBURY, MARYLAND

SPECIAL MEETING          AUGUST 7, 2017

PUBLIC OFFICIALS PRESENT

Council Vice-President Muir Boda               Councilwoman April Jackson
Councilman James Ireton, Jr.                  Councilman R. Hardy Rudasill

PUBLIC OFFICIALS NOT PRESENT

Council President John “Jack” R. Heath

IN ATTENDANCE

City Clerk Kimberly R. Nichols, City Administrator Julia Glanz, City Attorney Mark Tilghman, and interested citizens.

The City Council convened in a Special Meeting in Council Chambers of the Government Office Building on August 7, 2017. Council Vice-President Boda called the meeting to order at 4:30 p.m.

ADOPTION OF LEGISLATIVE AGENDA

Mr. Boda called for a motion to adopt the legislative agenda. Upon hearing none, Mr. Boda immediately adjourned the Special Meeting at 4:31 p.m.

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City Clerk

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Council President
October 7, 2017 Work Session

Public Officials Present

Council President John R. Heath (teleconferenced)  Mayor Jacob R. Day (arr. 5:36 p.m.)
Council Vice-President Muir Boda     Councilwoman April Jackson
Councilman James Ireton, Jr.      Councilman R. Hardy Rudasill

In Attendance

City Clerk Kimberly R. Nichols, City Administrator Julia Glanz, Assistant City Administrators
Alison Pulchar and Andy Kitzrow, Housing and Community Development Department Director
Susan Phillips (at 5:00 p.m.), Housing and Homelessness Manager Theo Williams, Police Chief
Barbara Duncan, Fire Chief Rick Hoppes, City Attorney Mark Tilghman, and interested citizens.

City Council convened in Work Session in Council Chambers, Room 301 of the Government
Office Building at 4:32 p.m. following the Special Meeting on August 7, 2017.

Re-organization Legislation

City Attorney Mark Tilghman reported that during the process to create legislation to on the
legislative created to update the City Charter and Code. He said during the process it was
discovered that references remained in the Code of older departments that no longer existed, and
when a section was amended, those discrepancies were addressed. The work involved changing
department names and dividing Department of Public Works up between Water Works,
Infrastructure and Development, and Field Operations. He said he would like to simplify the
legislation by consolidating the legislation. It was broken up for the ease of looking at small
pieces at a time before consulting with department heads to make sure it was correct.

Council reached unanimous consensus to advance the legislation to legislative session.

Targeted Neighborhood Revitalization

Housing and Homelessness Manager Theo Williams presented a PowerPoint and reported even
with the ability to demolish many derelict properties, the City still has vacancies and abandoned
homes. The presentation provided by Mr. Williams is attached and made part of the minutes.

Mr. Williams reported that there are about 1,600 vacant units in Salisbury. The City has limited
power in terms of vacancy, abandonment, and blight. Code enforcement works on delinquent
ownership, but those determined to abandon property do so regardless.

The three target areas include “the Hill/California,” “(Western) East Church Street,” and “North
Camden/Camden Heights.” Council discussed receivership and right of redemption, and which
might be quicker and less expensive depending on the situation and reason for abandonment.
Mr. Tilghman said that title work, legal fees, etc. are some of the associated problems, and when properties are abandoned, the expenses begin. If they were addressed immediately, it would help.

Housing and Community Development Department Director Susan Phillips and Habitat for Humanity of Wicomico County Executive Director Molly Hilligoss joined Mr. Williams and Council at the table. Ms. Hilligoss said the biggest roadblock in the Church Street area are the small lots and associated setbacks, and she would like to obtain lots next to building lots she already has in order to build the larger type of home most people want. Ms. Phillips said that they have discussed making improvements to the Zoning Code regarding setbacks.

In executing the plan, Mr. Williams described the process could happen in three steps:
1. Approving the general plan
2. Pass legislation
3. Work with the area partners to look at land bank

Mr. Boda reported former Councilwoman Shields has asked that “The Hill” be called “Old California” in the plan. The presentation was provided for Council informational purposes only.

**Update on the tornado that touched Salisbury earlier in the day**

Mayor Day reported on the tornado that struck Salisbury today and travelled northwest to southeast from the Princeton Homes neighborhood across the Salisbury University athletic fields (East Campus) and to 1400 S. Salisbury Blvd. onto the Hoppers property. Only one injury, a minor foot injury, was sustained in the incident and occurred at the Hoppers property. Most of the damage in Princeton Homes involved large trees and limbs scattered around.

Two homes have been condemned due to damage. The porch roof was torn from one house and a tree has fallen through another in Princeton. One commercial building has been halfway crushed just south of the City border behind Hoppers. The Cheers building and signage were damaged. Many trees in the median on Rt. 13 South have been destroyed.

Wicomico County has provided (2) forty-foot dumpsters to help with the cleanup. Delmarva Power has been working on restoring power in the Princeton neighborhood. MEMA and the Wicomico Emergency Management have been in touch with the Mayor and would continue tracking information. National Weather Service would be in Salisbury tomorrow (8/7/17).

**No Smoking Ordinance**

Police Chief Barbara Duncan and Fire Chief Rick Hoppes joined Council to discuss the drafted ordinance prohibiting smoking and vaping in and around City parks and City-owned buildings. Chief Duncan reported the Fire Chief was invited because when they discussed designated smoking areas, they would work closely to figure out the best locations for them.

Mr. Ireton disputed the word “around” in reference to prohibiting smoking around City-owned property and questioned whether 25 feet was constitutional. If a person was not on City property
he did not think they could be prohibited from smoking. Chief Duncan clarified this was to prevent smoking in parking lots adjacent to areas such as Bens Red Swings, any of the ball fields or parks to create distance where second-hand smoke would not affect anyone. She also noted that through the use of appropriate signage the department should be able to easily enforce the legislation. In response to potentially increased calls complaining of this prohibited behavior, she said the department would continue to prioritize their response to calls, as they always have.

Council discussed signage in historic areas, people smoking in their own vehicles and in boats, smoking on the Riverwalk (prohibited), smoking allowed 25 feet away from a rec area or playground, the associated fines, and prohibited smoking on all Maryland university campuses.

Council reached unanimous consensus to advance the legislation to the next legislative meeting.

**Salisbury Historic District Design Guidelines**

Ms. Phillips, Lindsey Allen (JMT Architectural Historian), and Brenden Frederick (Salisbury Historic District Commission [HDC] Vice-Chair) joined Council to discuss the new Salisbury Historic District Guidelines, prepared by JMT through a grant obtained from the Maryland Historic Trust to re-write and clarify the vague guidelines.

Mr. Heath asked about the phrase “all homes located in the historic district”, and referred to a home built in the 1980’s. Mr. Frederick responded that the guidelines are a set of examples. In the cases that are brought before the HDC, it has to be determined whether the property is “contributing or non-contributing,” and in the questioned case, the house would be non-contributing due to the age. Homes that are deemed contributing are held to higher standards under the criteria set forth in the new guidelines.

Mr. Ireton said that several attempts made over the last three decades to change the historic district lines have been met with fierce resistance and predicted he would be bombarded with phone calls, and added if there was an outreach, the Mayor’s Office should do it because this will be very controversial for the people who started this district. Ms. Phillips said it has been public for a week and has been met with no opposition. It goes to the Board of Zoning Appeals on 8/10/17, and does not require approval by the MD Historic Trust. Mr. Ireton suggested a public meeting be held in the Camden neighborhood at Bethany Lutheran. Mr. Boda said that during the election as he was knocking on doors in the same neighborhood in which the areas are marked off on the map, and on every block he heard complaints because properties with no historical significance fell within the lines, and the homeowners could not do certain, simple things.

After discussion, Council reached consensus to move forward with the guidelines.

**Fire Service Agreement Boundaries Discussion**

Mayor Day handed out five documents to Council, attached and included as part of the minutes. The documents include 1) signed and executed Fire Service Agreement (FSA) accompanied by two resolutions, 2) undated letter received on April 25, 2017 from Wicomico County, 3) email
from Mayor Day dated April 25, 2017, 4) Press Release dated July 5, 2017, and 5) letter from
County Council President Cannon to the County Executive.

Mayor Day said the undated letter confirmed the agreement made by the Mayor and Bob Culver
regarding the FSA. It stated that the City would have all territory inside of Rt. 13 bypass and
Volunteer Companies would have territory on the bypass side, and include all bypass property,
and was signed by County Executive Culver. There was a signature line for Mayor Day’s
signature, but he did not sign since they already had a signed agreement.

Mayor Day responded to the letter in an email to Mr. Young stating there were details needing
discussion before this would be considered. The signed FSA references a territory and map; the
letter attempts to create new territory. Other concerns include bypass motor vehicle crashes that
the new entity would have no ability in which to respond. The County Executive said in a press
statement that they were creating new territory and a letter was given to the County Director of
Emergency Services ordering that the new territory be created. The County Council have said
they expect the County Executive to uphold the signed FSA contract with the City.

Mayor Day said that he was not suggesting for the City to respond with anything more than, “We
have a signed agreement and will talk about it in five years when the agreement expires.”

Council unanimously agreed that Mayor Day would craft a letter to Mr. Culver indicating the
City did not agree with giving the territory to the new corporation.

Ms. Jackson remarked in closing that she appreciated how the community came together and
worked to ensure everyone was safe after the tornado. Mayor Day reported he received much
support earlier today from both senator’s offices, congressional representatives, delegates, the
County Executive, the Governor’s Office, Rock Hall Mayor, and Lexington Park Council.

Mr. Ireton recognized former Fire Chief Bill Higgins in the audience and thanked him for all his
years of service.

With nothing further to discuss, the Work Session adjourned at 6:40 p.m.

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City Clerk

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Council President
HCDD Neighborhood Revitalization Plan

I. Summary:

- Three target areas: “the Hill/California,” “(Western) East Church St,” & “North Camden/Camden Heights.”
- Three-pronged approach: financial incentives to purchase; access to buildable lots & physical beautification; and neighborhood identity.
  - Financial incentives: Expand applicability of tax abatement program – double the length of time in target areas; waive all building fees for infill rehab; increase down payment assistance in target neighborhoods
  - Access to land: Acquire vacant & abandoned lots – package adjacent lots together – possibly utilize eminent domain; continue demolishing vacant & abandoned houses; work with Low-Income Housing Tax Credit (LIHTC) developers to create new construction
  - Neighborhood Identity: The development of the community centers brings the neighborhood together and allows for more interaction between community members; “brand” the individual neighborhoods with unique signage & block parties; more SPD & City walks within the neighborhoods while handing out useful information
- The ultimate goal should be the creation of a land bank. This should most likely be a part of an existing agency (Habitat for Humanity or SNHS) so that a variety of different entities (501(c)(3)s, the City, banks, and private individuals) are not holding a scattered amount of properties.
II. Problem:

The City of Salisbury is in the unenviable position of having problems with the affordability and quality of its housing stock in both the rental and homeowner markets. On the one hand there is a high demand for quality, affordable rental housing, but limited supply. On the other hand, there is limited demand for owner-occupied housing, but excess supply. Furthermore, with an excessive supply of property for sale, there is limited demand for new construction. We are by no means unique in this situation – these conflicting factors are stressing municipalities across the country. Our low median household income$^1$ and homeownership rate, however, compounds this problem.

On the supply side of the market, the City of Salisbury has an excess supply of housing units. Total housing units grew approximately 40% between 1990 and 2015, but the number of vacant units doubled. Somewhat surprisingly, the City of Salisbury’s population actually grew by nearly 55%, but vacancy still increased. The demand for housing increased, but not at a pace to outstrip the excessive supply. While new units were continually added to the market, median household income fell nearly 20% in real terms between 1990 and 2015. Thus, more units were being added to the market, but fewer households had the money to purchase the units. Compounding this problem, the collapse of the housing market forced many holder of sub-prime mortgages to enter foreclosure and lose their properties. These vacant, foreclosed homes then entered the already saturated market, putting further downward pressure on property values.

On the demand side of the market, with falling household incomes, fewer households sought to purchase homes and more households entered the rental market. With more individuals in the rental market, rents went up and low-income households were displaced. This caused demand for affordable rentals to increase, but LIHTC investments remained relatively stable. Large, private landlords purchased the newly foreclosed single-family homes in order to satisfy

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$^1$ The median household income in the U.S. is ~$54,000, while in the City of Salisbury, it’s ~$38,800. At 70% of the US median, the City would fall in between the “Low Income” and “Very Low Income” HUD National Income levels.
the increased demand for rentals. With no financial incentive to repair these properties, the quality of housing further deteriorated and property values continued to drop – to a level that now means new in-fill construction would lead to a financial loss for developers. Alan Mallach’s description of Saginaw, MI’s housing market aptly fits Salisbury:

The number of vacant and abandoned properties in Saginaw is gradually increasing, as the demand is inadequate to absorb the supply of housing coming onto the market, let alone make inroads into the already-large supply of vacant housing. Since the lion’s share of what demand exists in coming from absentee buyers, including most probably many short-term speculators drawn by the city’s low housing prices, owner-occupancy is declining as well. Low sales prices and large numbers of vacant properties mean not only that no new market-rate housing is being constructed but also that home owners and absentee owners alike are likely to hesitate to put money in their properties.\(^2\)

This cycle of abandonment, speculative buying, and disinvestment continues to perpetuate even after we begin to recover from the economic recession. As can be seen in the chart below, while over 1,000 new housing units were added to Wicomico’s housing stock from 2010 to 2015, vacancy continued to increase. Reversing this cycle and increasing both the quality and accessibility to housing will require more aggressive intervention in the housing market.

<table>
<thead>
<tr>
<th></th>
<th>Salisbury</th>
<th>% Change</th>
<th>Wicomico Co.</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>8,746</td>
<td>9,612</td>
<td>11,983</td>
<td>12,098</td>
</tr>
<tr>
<td>Vacant</td>
<td>550</td>
<td>551</td>
<td>1,418</td>
<td>1,641</td>
</tr>
<tr>
<td>% Vacant</td>
<td>6.29%</td>
<td>5.73%</td>
<td>11.83%</td>
<td>13.56%</td>
</tr>
</tbody>
</table>

III. Rationale for Locations Chosen:

With what limited ability we do have to impact the market, we intend to concentrate our efforts in three main categories: financial incentives to purchase, access to buildable lots, and neighborhood identity. In beginning this project, we intend to focus these strategies on three of our most distressed neighborhoods: “the Hill/California,” “(Western) East Church St,” & “North Camden/Camden Heights.” These neighborhoods have all experienced an accurate confluence of negative factors that have led to dramatic disinvestment and deterioration. All of these neighborhoods have experience some combination of high rates of poverty, unemployment, and crime; low median household income and property values; a high concentration of single-family rentals; and a large volume of vacant, condemned, and boarded-up buildings. All of these factors are inter-related and must be addressed as a whole. We cannot decrease crime without addressing the high rates of poverty & unemployment. Property values will not increase if the neighborhood has a high concentration of vacant and abandoned properties. These neighborhoods are not necessarily the most distressed in any single category, but taken together these three neighborhoods stand out.

The boundaries of these neighborhoods are intended to concentration investment in a two-to-three block radius in order to maximize the impact of our work. The proposed boundaries are open to alteration or expansion in certain directions. While the Hill neighborhood is geographically bound by Fitzwater, Rt50, and Mitchell’s creek, the North Camden neighborhood could justifiably be expanded to the south and the East Church St neighborhood expanded to the east. Other possible neighborhood candidates include the Princeton Homes/Presidents Area neighborhood, West Salisbury north of Rt50, the Pemberton Manor Area, and Doverdale. The Pemberton Manor area, while having a high crime rime, almost entirely consists of multi-family dwellings, leaving the City few tools with which to revitalize the area. Northern West Salisbury’s neighborhood is largely outside of our corporate limits and is interspersed with commercial and light industrial properties, preventing us from identifying compact neighborhood boundaries. Moreover, the Hill neighborhood is in close proximity to both of these neighborhoods, enabling the Hill to act as a
A linchpin to connect these neighborhoods. Doverdale also has a high crime rate, but does not have as high a concentration of vacant & abandoned buildings or as high a level of poverty. Princeton Homes is the strongest competitor to the other three neighborhoods, but the existence of two anchor institutions (Bennett High and Prince Street) may enable us to effect neighborhood change through other means. Moreover, the neighborhood does not have as high a level of blighted homes, vacant lots, or unemployment.

As always, accurate data is difficult to come by, but by and large the proposed “Neighborhood Revitalization Areas” conform to three census block tracts. These tracts allow us to look at comparative data of these neighborhoods. Specifically the drivers of neighborhood disinvestment. While the Census Bureau’s American Community Survey data has a high margin of error, particularly when we go down to the level of block tracts, it can provide us with a useful benchmark. All three of these neighborhoods have poverty and unemployment rates exceeding the City’s average, with the Hill hitting 44.8% and 33.2% respectively. The correlation between poverty and poor quality of housing is borne out by HCDD’s data on vacant, condemned, and boarded-up properties. I must stress that I am not implying a causation between poverty and poor housing stock, merely a correlation. Mapping of HCDD’s data shows the highest concentration of dilapidated and/or deteriorated housing in these neighborhoods. The attached map of concentrations of vacant, condemned, and boarded-up properties shows that these properties are predominately clustered in these three neighborhoods.

These neighborhoods also have very high rates of rentals, with nearly 90% of units in the Hill classified as rentals. A high concentration of multi-family rentals or apartment buildings would not necessarily be a cause for alarm, but these neighborhoods are overwhelmingly single-family and 2-4 unit structures (typically single-family structures converted to multiple units). As can be predicted, these factors depress home values. Among the few homeowner-occupied properties
remaining in these neighborhoods, the median home value is far below our city’s average. Again, in the Hill neighborhood, the median owner-occupied property is valued at less than $60,000, with rental properties probably on average half that value.\(^3\) I have not had the opportunity to comb through the SDAT data on the parcels located in the proposed areas, but more precise data can be gathered at a later date on rental concentration and property values.

As can be expected, all of these problems also have an impact on neighborhood crime rates. Pittsburgh determined that “after a property becomes vacant, the rate of crime within 250 feet of the property is 15 percent higher than the rate in the area between 250 and 353 [sic] feet from the property.”\(^4\) Moreover, a multicity analysis has shown a more nuanced conclusion on a direct link between foreclosure rates and crime, stating that proactive policing practices, such as were employed in Salisbury after the financial crash, can mitigate the increase in crime. Like the Pittsburg study, however, this study acknowledged that one of the key factors in driving up crime rates was vacancy.\(^5\) Thus far in 2017, North Camden/Camden Heights has had the second highest number of Part I Crimes in the City, excluding shoplifting. Over the past decade, this neighborhood has ranked among the top five neighborhoods with the highest number of Part I Crimes, again excluding shoplifting. It has also had the highest rate of aggravated assaults in

\(^3\) The Census Bureau does not provide estimates of renter-occupied property values, but recent SDAT data shows that the city-wide median non-apartment rental property is valued at $53,817, less than half the median owner-occupied property of $117,150.

\(^4\) Payton Heins and Tarik Abdelazim, Take it to the Bank: How Land Banks are Strengthening America’s Neighborhoods (Flint, MI: Center for Community Progress, 2014): 9.

2011 and 2012 and from 2015 to 2017. While the other two neighborhoods have not experienced as high a crime rate as Camden, they have experienced high rates of crime themselves or are in proximity to such areas (see attached 2016 crime maps). The addresses of juvenile offenders, which will be discussed in more depth in Section IV(C), are also concentrated in these areas.

IV. Short-Term Solutions:

A. Financial Incentives: The continually declining rate of homeownership in Salisbury unfortunately has not been reversed through the use of our Homeownership Tax Abatement program or through CDBG-funded down payment assistance grants. Salisbury’s housing tenure in the 2010 census was 66.8% rental-occupied, and has climbed to 69.0% for the average of the years of 2011-2015. As a local government, we cannot directly affect individual persons’ credit or their household income, which are two critical factors in becoming a homeowner. We can, however, attempt to lower the barrier to accessing homeownership. (1) The City has already issued a moratorium for building permits for new construction of owner-occupied structures across the City, but we can take this one step further and expand this moratorium to include rehabilitation of existing owner-occupied structures or structures that are being rehabilitated for the purpose of owner-occupancy.

(2) We can also implement changes to the Homeowner Conversion Tax Abatement program. Since this program began in FY 2006, only 37 households have applied for this credit. Moreover, 8 of these households ended up not completing the entire program and paid back the abated taxes. The lack of interest in this program is a result of lack of advertising, lack of home buying following the financial crash, and the payback requirement of the program. Therefore we intend to make several changes to the program, including to expand the qualifying properties to encompass new construction, vacant buildings, and condemned properties. We also propose eliminating the “pay-back” requirement, but reducing the time-frame of the abatement from nine
years to five years. For our three target neighborhoods, we propose doubling this credit to ten years.

(3) Lastly, I propose that we offer either a 50% or 100% increase in or match to our CDBG-funded down-payment assistance grants for homeowners in our three target areas. Just like the doubling the length of the tax abatement for those neighborhoods, if the offer is not used, we are not losing any money. However, with only a handful of homeowners in each neighborhood, we desperately need new homeowners.

B. Access to Land: In encouraging redevelopment, a local government has the greatest influence over increasing access to vacant and abandoned properties. We have identified at least eighteen properties that are abandoned and have liens which exceed the value of the properties. With such high liens, they are not even being purchased by speculative buyers at tax sale. Furthermore, all but five of the properties are located within our neighborhood reinvestment areas. The remaining properties are within a few blocks of these areas. (1) Thus, we propose acquiring all of these properties immediately. According to the City Attorney, the foreclosure process could cost between $3,000 and $5,000 in legal fees for each of these properties. Since these properties have been abandoned, they are continuing to accrue fines and fees for grass cutting and are not generating new revenue. So, the cost of acquisition of these properties would outweigh the multi-year cost of leaving them the way they are. (1a) An alternative to tax sale, however, would be to designate our neighborhood revitalization areas as “Urban Renewal Areas,” per SC-13, create an urban renewal plan, and acquire these properties through eminent domain. I have asked Mr. Golba to see if this process would be cheaper than foreclosing on the right of redemption. Regardless, we will need the agreement of the County in order to waive the County taxes owed on the properties. (2) Demolition of vacant structures in and of itself is not enough of a solution to achieve neighborhood revitalization, so we should continue these efforts – particularly if we have the capability to do so in-house – as one part of this process. If the cost of demolition becomes burdensome, we can focus exclusively on properties in our designated areas. When possible, we
should also acquire the properties demolished, possibly through eminent domain, in order to offset the cost of the demolition.

(3) Ultimately, even if we acquire large tracts of properties, we are unlikely to sell these properties while (a) they are non-contiguous and (b) there is no demand for new construction. Furthermore, the high demand for affordable housing stresses the local rental market, forcing up rents and increasing demand for inexpensive single-family homes (since a conversion of a single-family home to a rental and particularly a duplex is cheaper than building new). Partnering with a LIHTC developer to build affordable rental housing will further these objectives. By strategically acquiring contiguous properties in qualified census tracts (QCTs), we can then package these properties together into one lot or a group of lots that is then awarded, via an RfP process, to a LIHTC developer. We propose doing this very thing in our first neighborhood reinvestment area, the “Hill/California” neighborhood. The high concentration of abandoned, vacant lots in this area gives us a strong start in creating a large, buildable tract of land. The only feasible way to do this would be to acquire these properties en masse. That would require a slight financial gamble, however, as if the LIHTC deal does not come to fruition, the City would be stuck with a large tract of land. We also recommend working with SPD to identify nuisance properties and offer to purchase them in order to abate the problem. Through the proposed nuisance legislation, the loss of a rental license would make these properties effectively worthless to the owners, incentivizing them to sell.

C. Neighborhood Identity: Financial incentives and access to land in and of themselves do not “revitalize” a neighborhood. In the end, it’s the people that make the neighborhood. Fostering a sense of neighborhood identity is key to creating “ownership” of the community and, hopefully, homeownership. With such a high concentration of rentals in our target neighborhoods, the population is by and large transient. If an individual is evicted from their house or is forced to move for some other reason, what incentive do they have to “own” the neighborhood? Again, we cannot address the root cause of transience – high concentration of rentals and low incomes – but
we can help foster an identity. Some studies have even found a relationship between residential instability, “more frequent moves among a neighborhood’s residents,” and violent crime:

Research shows that residential instability might affect violence at least in part by, for instance, reducing community efficacy. Violence crime and residential instability appear to be interrelated: one study considering Los Angeles neighborhoods in the mid-1990s estimated the effect of violent crime on instability was twice as strong as that of instability on crime...Milwaukee neighborhoods in the mid-2000s with high eviction rates had higher violent crimes rates the following year after controlling for factors including past crime rates.\(^6\)

The issue of neighborhood ownership and identity, or lack thereof, is not just a concern of trash on the street or defacement on vacant buildings, but on the quality of life in the area.

\textit{(1)} Fortunately, the creating of community centers is an invaluable opportunity to foster a neighborhood identity, particularly for the youngest members of the neighborhood. Both local and national data has demonstrated that a majority of juvenile crime occurs between the hours of 3 and 6pm, which is also a “prime time for unsupervised youth to experiment with drugs, alcohol, cigarettes, and sex.”\(^7\) All three of these areas have a large number of youth. Noticeably, the Church Street and Hill neighborhoods have a high estimated number of youth under the age of 18, but as they enter into the 18-24 age range, their numbers drop off. Regardless, approximately 56% of the Hill’s population is under the age of 24. Fostering a sense of ownership in the neighborhood at an early age is critical.

\begin{table}[h]
\centering
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline
\textbf{Area} & \textbf{Youth Population Data} \\
\hline
& Total u24 & Total u18 & Total 18-24 & M, u18 & M, 18-24 & F, u18 & F, 18-24 \\
\hline
City-Wide & 14,621 & 7,596 & 7,025 & 4,056 & 3,413 & 3,540 & 3,612 \\
Church & 399 & 303 & 96 & 178 & 29 & 125 & 67 \\
Hill & 429 & 264 & 165 & 152 & 82 & 112 & 83 \\
Camden & 667 & 269 & 398 & 164 & 241 & 105 & 157 \\
\hline
\end{tabular}
\caption{Youth Population Data}
\end{table}

*Please note that this data has an incredibly high margin of error, with individual age ranges having a margin of error in excess of 100%. Additionally, Salisbury’s 18-24 data is highly skewed by Salisbury University students, artificially inflating the number of 18-24s in Salisbury.

While I must stress again that the poor quality of the housing stock and a lack of neighborhood identity does not cause juvenile crime, there is research to suggest that juvenile crime, like adult crime, is highly concentrated in specific locations. A study of juvenile crime, based upon arrest records between 1989 and 2002 in Seattle, WA, found that “about one half a percent of the [street] segments [in Seattle] contained 50% of the arrest incidents.”

Our own data shows (maps attached) that juvenile crime follows the same pattern as adult crime in Salisbury. The call for service (CFS) locations are concentrated in north Salisbury shopping areas, University Park, Pemberton Manor, and Princeton Homes. Switching from CFS location to the arrestee’s address shows these three target neighborhoods, after the Pemberton Homes & Princeton Homes areas, as among the highest concentrations in the City.

As the Seattle study notes, we do not think policing in and of itself can solve this problem. We are not advocating the “broken windows” theory of policing. As stated above, we are focusing on literal broken windows, which has shown some, albeit mixed, correlation with crime. The aforementioned study notes that:

Policing juvenile hot spots, in this regard, may lead unnecessarily to labeling and stigma of young people that may have long term negative consequences. Moreover, recent research on juvenile crime suggests that delinquency can be prevented by altering the supervision and structure of juvenile activities. Osgood et al. (1996) have shown a strong causal relationship between “unstructured socializing” such as getting together with friends or going out for fun and recreation and juvenile delinquency.

Acknowledging the limitations of hot spot policing as it relates to juvenile crime, we are looking at these neighborhoods not just through the lens of the quality of the housing stock, but also with regards to the neighborhood’s own “safe spaces.” A community center gives these neighborhoods

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9 Ibid., 460.
that opportunity. In both the Princeton Homes & Pemberton Manor neighborhoods, we hope to partner with the local schools in the neighborhoods to create comparable spaces.

By providing the neighborhood with a physical location to congregate and conduct activities, a sense of community is fostered. This physical space becomes a vehicle through which the City and other community agencies can engage the neighborhood directly. Maintenance of the physical structure will become a symbol of neighborhood ownership. If the property is damaged or defaced, the action is thus taken against the community’s building as opposed to the City’s building. Engagement with the community on what type of programming and use occurs at the center is critical at this stage to ensure that the sense of neighborhood ownership is fostered. We do not want the neighborhood to feel that we are imposing the programming or activities on them. The physical space will also provide us an opportunity to engage the community in achieving longer-term homeownership. The success of financial literacy courses, credit improvement seminars, and homeownership classes is unquestionable. Both SNHS and Telamon currently offer different forms of this instruction. By offering them the physical space they can engage the neighborhood directly in order to develop these skills. Teaching community members about financial literacy in their community center in their neighborhood may push them to think about purchasing a property in the neighborhood to create their home.

Creating a sense of neighborhood identity will also require defining what the neighborhood actually is. Just as I struggle to define what our first target area is called – the Hill, California, South Westside, etc. – the individual community members need to know what to call their neighborhood. (2) Similar to our city-wide branding initiative, we need to work with the individual communities to brand their neighborhoods. Austin, TX has taken the lead in this by having unique signage and logos for their individual neighborhoods. Furthermore, they have reutilized vacant land to create centralizing activities – they have set-up projectors and screens for a “Community Movie in the Park Day” and added a couple of soccer goals to create a mini soccer field. Their
efforts have culminated in an appreciable drop in violent crime. The success of our community gardens is a perfect example of the effect that initiatives such as these may have. As described earlier in this plan, we have more vacant land than we know what to do with, setting up a projector and large screen on a vacant city-owned lot does not require much work. Tying all of this branding together – the community center, signage, block parties – all adds to the sense of “community” that these neighborhoods lack.

(3) Expanding upon the City’s quite successful neighborhood walks and BBQs, we can begin to institutionalize these events to encompass annual block parties and other city-sponsored (and even funded) events, such as a movie night. This may require a significant realignment of how the City functions, moving away from M-F, 8:30-4:30 to encompass weekends and evenings. Unfortunately, these events are usually only attended by department heads, which while useful, are not the individuals that residents interact with on a day-to-day basis. Interactions with the Chief of Police, Public Works, or HCDD director is not the same as a patrol officer, parks maintenance employee, or code enforcement officer. Quite obviously, existing family obligation preclude employees involvement, but incentivizing attendance may allow people to interact with residents on a more personal and non-confrontational level. Although a $6,000 investment for a half dozen block parties may seem like a significant expenditure on its face, if it is engenders greater trust in the City and its personnel, this will save the City money through less enforcement actions in the long-run.

Quite obviously, I don’t need to cite the vast amounts of research that demonstrate the efficacy and cost-savings of community policing – and walking beats specifically. Once-a-week walking beats, or even once-a-month, starting in our target neighborhoods, will dramatically increase the relationship that citizens have with SPD. Furthermore, by equipping the officers with useful and relevant information (such as locations of food pantries, social service agencies, accessing medical assistance, free dental care, free IDs, etc.) citizens will begin to see a greater

---

10 See the “Restore Rundberg” website for some of their initiatives and the positive outcomes, such as a drop in violent crime, that they have achieved as a result of it: http://www.austintexas.gov/department/restorerundberg.
benefit from interacting with police. Through the Restore Rundberg program, in one year the Austin PD made 13,000 contacts, distributed 2,500 “Restore Rundberg” pamphlets, 2,000 Medical Access Program flyers, and 500 Victim Assistance Information flyers. I acknowledge that HCDD needs to work with area agencies to create similar information for Salisbury, and if they will be distributed, we most certainly will do so. Additionally, by the City taking the lead in physically “going out” to the neighborhoods, I believe we can engage our other governmental partners (e.g., the Health Dept., Dept. of Social Services, Sheriff’s Dept.) in joining our events and walks.

V. Long-Term Goals:

The City should not be the driver of all of these initiatives and programs. What we have laid out is a very ambitious and multi-pronged approach. We will need to work closely with our local partners to begin shifting some of these activities away from the City. The creation of a county-wide, or even regional, land bank is the logical next step to this plan. While the City has tremendous ability to “cut through” a lot of the barriers to acquiring properties, the public sector simply does not move at the speed required to cause needed change. A private land bank, or possibly even a Community Development Corporation, would be more agile in acquiring these properties and then moving them into productive use. Land banks have a broad swath of powers that enable to act both as a private entity and gain some municipal powers. Across the nation, they have the ability to:

- Obtain property at low or no cost through the tax foreclosure process
- Claim the right of first refusal to purchase tax-foreclosed properties [this may require a change in either state or local law]
- Hold land tax-free
- Clear title and/or extinguish back taxes
- Lease properties for temporary use

---

11 This list is copied verbatim from Heins, *Take it to the Bank, op. cit.*: 11.
Negotiate transfers to future owners in a manner that most closely aligns with community needs (such as workforce housing, a senior living, or expanded recreational space)

- In Maryland specifically, land banks also have the authority to issue tax-free bonds, see Md. Code, Local Government, § 5-415 & 5-420.

Absent this institution, however, the onus falls on the City. Realistically, the creation of a new entity is not feasible – the money currently does not exist. With the property market as depressed as it currently is, both SNHS and Habitat are limited financially. A well-run land bank, with a close partnership between the City, County, and non-profit entities, may be able to achieve our lofty aims. A land bank has a specific legal structure that will require in depth analysis and research, particularly if we wish to have it housed in an existing institution, but programs such as Baltimore’s “Vacant to Values” and other city-land bank partnerships have been among the few vehicles of change in our nation’s most depressed cities.

VI. Next Steps:

All of this information begs the question of where do we go from here? What are our deliverables? Some of these items can be quickly accomplished, others will require more work. The following list breaks these action items down into short, medium, and long term objectives.

Short-Term (1-3 months):
- Pass revisions to the Tax Abatement program to expand the eligible types of properties and eliminate the payback requirement
- Expand the moratorium on building permits and fees to include all work on infill properties
- Pass a policy on the utilization of annexation fees to fund the acquisition of vacant and dilapidated properties (optional)
- Purchase through tax sale all vacant lots and buildings that have excessive leans which have not been purchased in previous tax sales
- Create resource guide(s) for city personnel, particularly Police & EMS, to distribute to citizens looking for various services
- Convene neighborhood meetings in each of these target neighborhoods to discuss what they see their neighborhood as for the sake of a branding exercise and what activities they would like to see the City host (e.g., movie night, sports tournament, block party)
- Create an annual schedule of community walks/BBQs and the required number of city employees for each walk/BBQ.

**Medium-Term (3-12 months):**
- Create a more stream-lined approach to accepting properties donated to the City
- Begin to brand the target neighborhoods with the intention of expanding to other neighborhoods
- Plan a mural competition or similar activity to repaint our dilapidated warehouse and light industrial buildings in the target neighborhoods.
- Enter into purchase negotiations with non-delinquent property owners of vacant land that is contiguous to delinquent properties. This may require additional funding if the annexed lands are not developed, and thus no fees are paid.
- Issue an RfP for an LIHTC developer to construct scattered-site and/or multi-family housing on our vacant lots after we have secured contiguous properties
- Construct parks in neighborhoods that do not currently have access to parks.
- Develop a youth strategic plan to guide the City’s policy on engaging our youth.
- Open the Newton community center to the neighborhood.
- Appropriate funding in a non-lapsing account (i.e., within the Community Development Initiative Fund) for a 50% or 100% match of SNHS down payment assistance within those target neighborhoods
- Utilize Urban Renewal powers in order to acquire properties through eminent domain
- Pass an inclusionary zoning ordinance that mandates a certain percentage of affordable housing and/or create incentives for building affordable housing (optional).

*Long-Term (More than 12 months):*

- Pass state legislation that would give municipalities greater authority over the tax sale process to have the option of right of refusal on condemned properties of vacant lots
- Work with community partners to create a Land Bank or a comparable entity
- Examine the possibility of creating an annual appropriation for the Land Bank or comparable entity
- Partner with the WCBOE to create youth programming in our community center in the Doverdale neighborhood
- Assess our progress in the three target neighborhoods and examine possible expansion
### Neighborhood Revitalization District Data
#### 2011-2015 5-Year ACS

<table>
<thead>
<tr>
<th>Area</th>
<th>Census #</th>
<th>Census Name</th>
<th>Total Population</th>
<th>Poverty</th>
<th>Median Income</th>
<th>Unemployment</th>
<th>Labor Force Rate</th>
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</thead>
<tbody>
<tr>
<td>City-Wide</td>
<td>N/A</td>
<td>N/A</td>
<td>31,883</td>
<td>27.4%</td>
<td>$37,705</td>
<td>10.5%</td>
<td>63.1%</td>
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<td>Church</td>
<td>00 01 005</td>
<td>Block Group 5, Census Tract 1</td>
<td>1,041</td>
<td>29.4%</td>
<td>$37,737</td>
<td>13.3%</td>
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<td>Hill</td>
<td>00 03 002</td>
<td>Block Group 2, Census Tract 3</td>
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<td>44.8%</td>
<td>$26,319</td>
<td>33.2%</td>
<td>71.3%</td>
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<tr>
<td>Camden</td>
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<td>Block Group 1, Census Tract 4</td>
<td>1,412</td>
<td>37.8%</td>
<td>$22,108</td>
<td>18.1%</td>
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<table>
<thead>
<tr>
<th>Area</th>
<th>Rental Percentage</th>
<th>Median Value</th>
<th>1-4 Housing Units</th>
<th>Single Family</th>
<th>2-4 Units</th>
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<td>City-Wide</td>
<td>69.0%</td>
<td>$149,000</td>
<td>61.8%</td>
<td>52.2%</td>
<td>9.6%</td>
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<td>$119,600</td>
<td>88.5%</td>
<td>73.1%</td>
<td>15.4%</td>
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<td>$59,600</td>
<td>85.8%</td>
<td>38.8%</td>
<td>47.0%</td>
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<td>74.8%</td>
<td>$65,000</td>
<td>71.5%</td>
<td>61.6%</td>
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<table>
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<th>Area</th>
<th>Total u24</th>
<th>Total u18</th>
<th>Total 18-24</th>
<th>M, u18</th>
<th>M, 18-24</th>
<th>F, u18</th>
<th>F, 18-24</th>
<th>Part 1</th>
<th>Assault</th>
<th>Robbery</th>
<th>Burglary</th>
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<tbody>
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<td>City-Wide</td>
<td>14,621</td>
<td>7,596</td>
<td>7,025</td>
<td>4,056</td>
<td>3,413</td>
<td>3,540</td>
<td>3,612</td>
<td>1,978</td>
<td>161</td>
<td>103</td>
<td>234</td>
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<tr>
<td>Church</td>
<td>399</td>
<td>303</td>
<td>96</td>
<td>178</td>
<td>29</td>
<td>125</td>
<td>67</td>
<td>43</td>
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<tr>
<td>Hill</td>
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<td>264</td>
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<td>152</td>
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<td>112</td>
<td>83</td>
<td>33</td>
<td>4</td>
<td>3</td>
<td>4</td>
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<tr>
<td>Camden</td>
<td>667</td>
<td>269</td>
<td>398</td>
<td>164</td>
<td>241</td>
<td>105</td>
<td>157</td>
<td>57</td>
<td>12</td>
<td>4</td>
<td>14</td>
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</table>
Revitalization Areas

- E Church Street Area
- Newton Street Area
- Perdue Farms Area

CITY OF SALISBURY
Neighborhood Revitalization

Revitalization Areas
- E Church Street Area
- Newton Street Area
- Perdue Farms Area
Salisbury Police Department

Aggravated Assault - 2016

<table>
<thead>
<tr>
<th>Category</th>
<th>Count</th>
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<tbody>
<tr>
<td>Assault: Firearm</td>
<td>18</td>
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<tr>
<td>Assault: Knife</td>
<td>38</td>
</tr>
<tr>
<td>Assault: Other Weapon</td>
<td>46</td>
</tr>
<tr>
<td>Assault: Hands, Injury</td>
<td>59</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>161</strong></td>
</tr>
</tbody>
</table>

White areas are outside city limits.

Part One Crimes include murder and non-negligent manslaughter, forcible rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft, and arson. Shoplifting accounts for the high numbers in shopping areas.
Salisbury Police Department

Robbery - 2016

- Robbery: Firearm: 41
- Robbery: Knife: 3
- Robbery: Other Weapon: 9
- Robbery: Strong Arm: 50

Total: 103

White areas are outside city limits.

Part One Crimes include murder and non-negligent manslaughter, forcible rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft, and arson. Shoplifting accounts for the high numbers in shopping areas.
Beats with the most juvenile arrestee addresses in 2016:
0000 (Outside City Limits) 83
D060 (Fairground Dr Area) 18
I040 (Princeton Area) 13
I030 (Princeton Area) 10
Salisbury Police Department
Juvenile Arrests 2015
Arrestee Addresses by Beat

Beats with the most juvenile arrestee addresses in 2015-

- 0000 (Outside City Limits) 59
- D060 (Fairground Dr Area) 24
- G030 (Church St Area) 17
- I040 (Princeton Area) 14
- G040 (Church St Area) 10
AGREEMENT BETWEEN
THE CITY OF SALISBURY, MARYLAND
AND
WICOMICO COUNTY, MARYLAND
FOR THE DELIVERY OF
FIRE, RESCUE, ADVANCED OPERATIONS
AND
EMERGENCY MEDICAL SERVICES

APRIL 2017
THIS AGREEMENT entered into this ___ day of _APR___, 2017, by and between the CITY OF SALISBURY, MARYLAND (hereinafter referred to as “City”), a municipal corporation of the State of Maryland, and WICOMICO COUNTY, MARYLAND (hereinafter referred to as “County”), a body politic and corporate of the State of Maryland, (hereinafter referred to as the “Agreement”), to wit:

WHEREAS, the City of Salisbury Fire Department is equipped to provide fire, rescue, advanced operations service, (including, but not limited to, hazardous materials (Hazmat), technical rescue, trench rescue services), and emergency medical services to the residents of the City; and

WHEREAS, the County desires to provide these services to residents outside of the City corporate limits in a cooperative effort with the City; and

WHEREAS, the City will extend these services to residents and property owners outside of the corporate limits in the area designated as the Salisbury Fire District in exchange for financial reimbursements and contributions from the County.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the premises and of the mutual covenants and agreements herein made by and between the parties, and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

A. General.

1. The City agrees to provide within the Salisbury Fire District full and complete fire protection and rescue, including advanced operations service, and emergency medical
response and transport (EMS) and advanced life support and transport (ALS) at the
same level of service that it provides such services to residents of the City.

2. The City agrees to provide advanced operations services to the areas of Wicomico
County that are outside of the Salisbury Fire District.

3. In return for said services, the County agrees to pay unto the City, the sums of money
as described in Section C, Reimbursement, of this Agreement.

B. Service Area – Scope of Service.

1. The City shall provide fire, rescue, and advanced operations services to the area
known and referred to as the Salisbury Fire District. The Salisbury Fire District shall
include all of the service areas for each of the department’s fire stations (1, 2 and 16),
including all incorporated areas of the City and all areas in the County outside of the
corporate City limits but within the boundaries as established through the Wicomico
County Chiefs Association, as defined in Appendix A. The Salisbury Fire District
may only be amended by agreement of the County, the City, the Wicomico County
Chiefs Association.

2. The City shall provide emergency medical service (EMS) and advanced life support
emergency medical response and transport (ALS) to the Salisbury Fire District in
accordance with the Terms and Conditions in Chapter 39 of the Wicomico County
Code, “Fire and Ambulance Companies and Rescue Squads.”

3. The City shall provide advanced operations services to the Salisbury Fire District.
Upon mutual aid request, the City shall provide advanced operations services to all
areas of Wicomico County, including areas that are outside the Salisbury Fire
District. Advanced operations services may include, but are not limited to, hazardous
materials (Hazmat), confined space entry/rescue, trench collapse/rescue or other
technical rescue services developed and implemented by the City at a future date.

C. Reimbursement.

1. The County hereby agrees to pay to the City for fire, rescue, advanced operations
services, advanced life support and emergency medical response and transport
services, according to the following schedule:

   a. **Fire-Rescue Call Reimbursement**: The number of 911 Center confirmed
      dispatches X $300.00 per call X percent not covered by insurance reimbursement.
      (See Appendix B)

   b. **No Transport EMS and ALS Calls Reimbursement**: The number of 911 Center
      confirmed EMS and ALS calls X $100.00 X percent not covered by insurance
      reimbursement. (See Appendix B)

   c. **Transport EMS Calls Reimbursement**: The number of 911 Center confirmed
      EMS calls X $405.00 X percent not covered by insurance reimbursement. (See
      Appendix B)

   d. There will be an overhead reimbursement from the County to the City in the
      amounts listed below. This will not change the reimbursement to the City by the
      responsible party for bills for service according to County Code Chapter 158.

**Advanced Operations Services Stipend:**

   Year 1 – $71,500
   Year 2 – $45,000
   Year 3 – $25,000
   Year 4 – $0.00
   Year 5 – $0.00
D. Annual Review.

1. In January of each year, the County and the City shall review the insurance reimbursements percentage for all calls set forth in Paragraph C(1)(c) above for the prior twelve (12) months. The County and the City shall agree upon a revision of the insurance reimbursement percentage by March 15 of each year or the insurance reimbursement percentage shall remain unchanged. Any change in the reimbursement percentage shall be effective on July 1st of the next fiscal year.

2. The City and County shall rely on the statistical data provided by the City of Salisbury Fire Department, the County Department of Emergency Services, the County G.I.S. office, and the Maryland Department of Assessment and Taxation in reviewing the amount of insurance reimbursement and rates.

E. Collection

The City will initially perform collection efforts on all calls described above in Paragraph (C)(1)(c). By July 31st of each year, the City shall provide the County with any uncollected accounts outside of the City corporate limits, and the County may commence independent collection efforts.

F. Mutual Aid Calls

Neither the City nor the County shall receive any reimbursement for mutual aid calls for fire, rescue or emergency medical services. The City may, however, bill the recipient for emergency medical services as is its current practice.
G. Self-Dispatched Calls

Neither the City nor the County shall receive any reimbursement for self-
dispatched calls for fire, rescue or emergency medical services. The City may, however,
bill the recipient for emergency medical services as is its current practice.

H. Length of the Agreement

The parties hereto agree that this Agreement shall be for a term of five (5) years;
commencing on July 1, 2017, and terminating on June 30, 2022. If the reimbursement
formula set forth in Paragraph C becomes financially untenable for either party due to
material unforeseen changes in insurance coverage or payments, then either party shall
have the right to terminate the Agreement by giving at least six months advance written
notice to the other party.

I. Other Considerations

1. The City shall provide professional consultation and cooperation from the Salisbury
   Fire Department to any County office or agency on issues affecting fire response,
   prevention, rescue, emergency medical services or disaster response.

2. This Agreement and the Appendices hereto constitute the entire agreement between
   the parties with respect to the subject matter hereof and supersede all prior
   agreements and understandings, oral or written.

3. No party hereto shall be liable or bound to the other in any manner except as
   specifically set forth herein.

4. Nothing in this Agreement, express or implied, is intended to confer upon any third
   party any rights, remedies, obligations or liabilities under or by reason of this
   Agreement, except as expressly provided in this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF SALISBURY, MARYLAND

By: [Signature]

Jacob Day, Mayor

By: [Signature]

Julia Glanz, City Administrator

WICOMICO COUNTY, MARYLAND

By: [Signature]

Bob Culver, County Executive

By: [Signature]

Wayne Strausburg, Director of Administration

This Agreement is subject to the approval and appropriation by the County Council and City Council.
APPENDIX A
(Salisbury Fire District Map)
## APPENDIX B
(REIMBURSEMENT FORMULA per 100 Calls)

<table>
<thead>
<tr>
<th>CALLS</th>
<th>NO</th>
<th>RATE</th>
<th>PERCENTAGE UNREIMBURSED BY INSURANCE</th>
<th>PAID BY COUNTY TO CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire and Rescue</td>
<td>100</td>
<td>$300.00</td>
<td></td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Non-transport EMS</td>
<td>100</td>
<td>$100.00</td>
<td></td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Transport EMS</td>
<td>100</td>
<td>$405.00</td>
<td>40%</td>
<td>$16,200.00</td>
</tr>
</tbody>
</table>
This is to confirm the Agreement made by Jake Day, Mayor of the City of Salisbury, and Bob Culver, Wicomico County Executive, regarding the Fire Service Agreement:

1. The City of Salisbury to have all territory inside of Route #13 By-pass and Volunteer companies have territory on the By-pass side shall go up to and include all By-pass for their territory.

Jake Day, Mayor

Bob Culver, County Executive
From: Jacob Day [mailto:jday@salisbury.md]
Sent: Tuesday, April 25, 2017 11:53 AM
To: Weston Young <wyoung@wicomicoCounty.org>
Subject: Fire Station 1 / New Fire Station Split District Details

Weston,
Thanks for sharing the draft letter this morning. Here’s a few additional details that we discussed. I think this is about it.

1. Introductory language about this is what the Executive & Mayor agree to, and seeking the agreement of the Radio Committee/Chiefs Association.
2. Territory (reference map): Follows bounds of municipal boundary when such areas exist outside of the described area; keeps all territory west of Hobbs Road from US 50 to the Bypass and then follows the Inside of the Bypass (this conforms to the map we drew the Sunday Bob, Wayne, Julia and I met, and the map scanned the day of the press conference)
3. (This is new and hasn’t been discussed but is a concern that has come up several times) City Rescue Squad will be first dispatched to all MVCs on the Bypass along with New Station, until they have stood up a Rescue Unit. Not a deal breaker for me, but worth considering until they have this capability
4. No New Station/Sub-Station inside the remaining City Fire District for the New Station. Their footprint needs to be in their territory.
5. The City will keep Station 1 (no-renumbering of capital equipment, buildings, etc). The New Station may be numbered however they prefer, otherwise.
6. The New Station will not use the phrase ‘Salisbury Fire Company’ or ‘Salisbury Fire Department’ or similar terms to describe their Station, to avoid any confusion that it is one entity with the City of Salisbury or SFD. We aren’t suggesting they need to change their corporate name, just to somehow ensure clarity for customers.
7. One question we’ve had: what happens if they continue to fail to respond to calls and there’s a need to make a change in the future? Would the territory revert? I’m certain that won’t include the Airport, but would the rest?

Thank you,
Jake
July 5, 2017

FOR IMMEDIATE RELEASE
For more information please contact,
At

WICOMICO COUNTY EXECUTIVE BOB CULVER'S RESPONSE TO SALISBURY MAYOR JAKE DAY'S RECENT COMMENT TO THE DAILY TIMES ON JULY 3, 2017

In Monday’s Daily Times, Mayor Jake Day made a shocking statement to the press about the new arrangement between the City and my office concerning Station 1’s territory changes. He said we are still using the same boundaries from before, which have been “used for years” – contrary to a May article where he affirms his agreement to “willingly give up part of Station 1’s territory.” Additionally, in the attached April 25th email to our office from the City, he outlines our discussion on this issue, clearly confirming our agreement. Like you, I am confused as to why he would make such a misleading comment to the press now after everything was settled.

I am deeply disappointed in the Mayor’s apparent attempt to renege on a deal I considered to be a closed matter. Therefore, in light of this, Wicomico County has no choice but to look closer at future agreements with the City to avoid this type of miscommunication from occurring again as it only confuses our residents whom have concerns about such matters.

#    #    #    #
Mr. Bob Culver  
P.O. Box 870  
Salisbury, MD 21803  

Dear Mr. Culver:

The Wicomico County Council is in receipt of your letter of June 29, 2017, which raises some questions and concerns.

As stated in your letter, you have decided – without discussion with Council and apparently the City of Salisbury – to assign certain territory east of the Bypass to the Station No. 13 volunteers, and have instructed Mr. Dave Shipley, Director of Emergency Services, to begin the process of updating the emergency services system so that Station No. 13 will start to receive dispatch calls for events in that territory.

You are certainly aware that the County and City entered into a Fire Service Agreement, dated April 2017, that identifies the “Salisbury Fire District” on maps (Fire and EMS) attached as Appendix A that shows the First Response Territory for all Fire Departments. This agreement does not include territory for Station No. 13. Further, this agreement specifically states that the Salisbury Fire District may only be amended by agreement of the County, the City and the Wicomico County Chiefs Association.

The County Council, after an advertised public hearing, adopted the Fire Service Agreement on May 16, 2017, as evidenced by Resolution No. 72-2017. The Council has not, however, been presented, or agreed to, an amendment to the Fire Service Agreement or to change any of the territory provided for in said agreement.

We, therefore, respectfully request that before Emergency Services goes to the additional time and expense of making changes to the emergency services system, you let the formal process be followed, which would allow for each of the three entities, the County (Executive and Council), City (Mayor and Council) and the Wicomico County Chiefs Association, to review the proposed Station No. 13 territory to determine, first, if the Fire Services Agreement should be amended.
You had previously mentioned in a public meeting before Council that you intended to submit a budget amendment to provide funding in the amount $408,000 to the volunteers. The Council feels, before Station No. 13 territory can be considered, the County Council should be updated, in detail, as to how this new station will be funded.

In addition, has Station No. 13 provided a guaranteed and realistic response time to the citizens and businesses located in this newly created territory? We think it is important to know where the volunteers live and work in relation to the location of the fire station. If it takes a volunteer 10 to 15 minutes to drive to the fire station and then gather the necessary equipment before driving to an emergency, this could mean life or death in some circumstances.

We would also remind you that the airport and subsequent FAA regulations should be taken into consideration since this responsibility will also have to be accounted for in the proposed territory.

In regards to your second request, to consider your proposal for a Fire Commission, we would certainly entertain a more exact idea of what role you anticipate this organization might plan in respect to the current government body and agencies (Fire Chief’s Association, Radio Committee and Wicomico County Volunteer Fireman’s Association) currently in place.

We look forward to your response and appreciate your cooperation in this matter.

Sincerely,

WICOMICO COUNTY, MARYLAND

[Signature]

John T. Cannon, County Council President

cc: Wicomico County Council
REGULAR MEETING
AUGUST 14, 2017

PUBLIC OFFICIALS PRESENT

Council President John “Jack” R. Heath
Mayor Jacob R. Day
Council Vice-President Muir Boda
Councilwoman April Jackson
Councilman R. Hardy Rudasill

PUBLIC OFFICIALS NOT PRESENT

Councilman James Ireton, Jr.

IN ATTENDANCE

City Clerk Kimberly R. Nichols, City Administrator Julia Glanz, Deputy City Administrators Alison Pulcher and Andy Kitzrow, Fire Chief Rick Hoppes, Director of Procurement Jennifer L. Miller, Finance Director Keith Cordrey, Police Sergeant Scott Elliott, City Attorney Mark Tilghman, interested citizens and members of the press

CITY INVOCATION – PLEDGE OF ALLEGIANCE

The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President John “Jack” R. Heath called the meeting to order and invited Pastor Greg Carlson of Park Seventh Day Adventist Church to the podium to deliver the invocation. Thereafter, they recited the Pledge of Allegiance.

ADOPTION OF LEGISLATIVE AGENDA

Mr. Boda moved and Ms. Jackson seconded to approve the legislative agenda. Mr. Rudasill moved to amend the legislative agenda by removing the July 17, 2017 Work Session Minutes from the consent agenda and placed immediately after the consent agenda. Mr. Boda seconded, and the motion was unanimously approved.

The agenda as amended was unanimously approved on a 4-0 vote.

CONSENT AGENDA – presented by City Clerk Kim Nichols

The Consent Agenda, as amended, consisting of the following items, was unanimously approved (4-0) on a motion and seconded by Ms. Jackson and Mr. Boda, respectively:

- July 10, 2017 Closed Session Minutes
- July 24, 2017 Regular Meeting Minutes
- approving the Manufacturing Exemption request for DiCarlo Precision Instrument, Inc.
- approving the Manufacturing Exemption request for Jubilant Cadista Pharmaceuticals Inc.
• approving the Manufacturing Exemption request for Pepsi Bottling Ventures LLC
• approving the Manufacturing Exemption request for Perdue Foods, LLC

**JULY 17, 2017 WORK SESSION MINUTES**

Mr. Boda moved and Mr. Rudasill seconded to approve the July 17, 2017 Work Session Minutes. The vote was unanimous to approve the motion and seconded by Mr. Boda and Ms. Jackson, respectively, to Mr. Rudasill’s request to insert his name as an attendee of the Work Session, and to approve the amended July 17, 2017 Work Session minutes.

**AWARD OF BIDS** – presented by Director of Procurement Jennifer L. Miller

The Award of Bids, consisting of the following items, was unanimously approved (4-0) on a motion by Mr. Boda and seconded by Ms. Jackson:

- Award of Bid, RFP 07-17, 911 Center Furniture & Flooring Replacement - $145,462.60
- Declaration of Surplus – Salisbury Fire Department- Turnout Gear $0.00
- Declaration of Surplus – Salisbury Fire Department- Meeting Room Tables $0.00

**RESOLUTIONS** – presented by City Administrator Julia Glanz

- **Resolution No. 2765** - making a Declaration Of Official Intent regarding reimbursing from proceeds of a future borrowing project expenditures made in connection with the Police Communications System Project

  Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve Resolution No. 2765, as presented, on a 4-0 vote.

- **Resolution No. 2766** - to approve a Maryland Department of Natural Resources, Community Parks & Playgrounds grant application for funding for three projects: (1) Waterside Park – Restroom / Maintenance Building & Pavilion; (2) Waterside Park – Parking lot, Multi-use Playing Field, Stormwater improvements; (3) Ward Museum – Nature Play Space

  Mr. Rudasill moved and Ms. Jackson seconded to approve Resolution No. 2766.

  Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous (4-0) to amend Resolution No. 2766 by striking and inserting the following on Lines 32 through 35: Line 30- strike $166,500 and insert $199,650; Line 31- strike $100,500 and insert $120,500; Line 32- strike $32,375 and insert $33,875.

  Resolution No. 2766, as amended, was unanimously approved on a 4-0 vote.

**ORDINANCE** - presented by City Attorney Mark Tilghman
• Ordinance No. 2432 – 2nd reading – to approve an amendment of the City’s Capital Project Fund Budget to reallocate funding for the Main Street Masterplan project

Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2432 for second reading.

COUNCIL COMMENTS

Mr. Boda thanked Mayor Day and the Field Operations team for the tough work they did over the weekend. They were out Saturday night and worked hard to rebuild Bell Island Trail Road.

Mayor Day said that Water Works actually rebuilt Bell Island Trail Road. He added that many City employees helped over the weekend, including Field Operations, HCDD, Police, Fire, Water Works, and Deputy City Administrators Pulcher and Kitzrow.

Mr. Heath commented that the sign of a great team is not realized so much in the day-to-day operations of taking care of business, but in what happens in time of crisis and extreme need. He said if any group of people are an example of a great team, it is the City employees.

ADJOURNMENT

There being no Public Comments or further business to discuss, the Legislative Session was adjourned at 6:33 p.m.

_______________________________
City Clerk

_______________________________
Council President
To: Julia Glanz
From: Theo Williams
Subject: SFD Grant for Fire Prevention from Allstate
Date: August 23, 2017

The Salisbury Fire Department applied to the Allstate Insurance foundation through their A Helping Hand in the Community grant program. This $1,000 grant was received in November 2016, but the SFD had adequate fire prevention funds for FY17 not necessitating its expenditure. These funds will be utilized to purchase smoke detectors, along with educational items such as plastic fire helmets and school bags. If you or council have any questions I will be present at the council session.
Resolution No. 2767

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO EXPEND GRANT FUNDS IN THE AMOUNT OF $1,000.00.

WHEREAS, the City of Salisbury applied for funds through the Allstate Foundation’s Helping Hands in the Community Grant Program; and

WHEREAS, the Allstate Foundation has awarded the City of Salisbury funds in the amount of $1,000.00; and

WHEREAS, these funds shall be used to purchase fire prevention and education supplies; and

WHEREAS, § 7-29 of the Salisbury City Charter forbids the Mayor from making an expenditure that is not appropriated or authorized by the City Council; and

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE BE IT RESOLVED THAT, the Council of the City of Salisbury, Maryland does hereby appropriate the necessary funds and authorize Mayor Jacob R. Day to expend the awarded funds for fire prevention and education supplies.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on August 28th, 2017, and is to become effective immediately.

ATTEST:

____________________________  ______________________________
Kimberly R. Nichols          John R. Heath
CITY CLERK                  CITY COUNCIL PRESIDENT

APPROVED BY ME this _____ day of ______________, 2017.

________________________________
Jacob R. Day
MAYOR
Attached you will find a resolution, lease, map, and letter regarding Boundless Community Garden.

In early 2016 the Boundless Community Garden was leased to St. Francis De Sales Church. This location has become a hub of activity in the Newtown Neighborhood. At this time, St. Francis would like to discontinue leasing this space. Community of Joy Church would like to lease this space moving forward.

If Council has any questions prior to the August 28th meeting, please direct those to the Mayor’s Office.
Julia Glanz  
City Administrator  
125 N. Division St, Room 304  
Salisbury, MD  21801-4940

To whom it may concern,

   The parish of St. Francis de Sales would like to turn control of  
Boundless Garden over to Community of Joy Church. This past year the  
vast majority of the work with the garden was done by Nicole Long. She  
has taken on another position in the area and there is no one on our staff who  
was comfortable assuming responsibility for the garden.

Sincerely,

Father Chris W. LaBarge  
Pastor
RESOLUTION NO. 2768

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY MARYLAND
AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH
COMMUNITY OF JOY CHURCH FOR USE OF CITY PROPERTY FOR A COMMUNITY
GARDEN.

WHEREAS, The City of Salisbury entered into a lease agreement with St. Francis De
Sales Church on or about January 11, 2016, to allow volunteer members to construct and operate
a Community Garden Project on City property; and

WHEREAS, the City property is located on land directly behind Boundless Playground
and the Chipman Cultural Center bordering Ellen Street, Broad Street, and Poplar Hill Avenue; and

WHEREAS, the terms and conditions of the signed lease agreement are set forth in the
attached agreement that was signed with St. Francis De Sales Church which was acting as the
legal Tenant for this site; and

WHEREAS, St. Francis De Sales Church no longer has the personnel capable of
operating the garden and desires to transfer its interest in the lease to members of Community of
Joy Church, who wish to become the legal tenant of the property and which entity the City of
Salisbury agrees should be assigned rights under the current lease agreement.

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Salisbury
authorizes the Mayor to allow and accept the assignment of the current lease for the property
from St. Francis De Sales Church to Community of Joy Church under the same terms and
conditions of the existing lease agreement.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
of the Council of the City of Salisbury held on this ____ day of ________, 2017 and is to
become effective immediately upon adoption.

ATTEST:

__________________________  ____________________________
Kimberly R. Nichols     John R. Heath
CITY CLERK      PRESIDENT, City Council

APPROVED by me this _____ day of _____________, 2017

__________________________
Jacob R. Day
MAYOR, City of Salisbury
ASSIGNMENT OF LEASE

THIS ASSIGNMENT, made this day of , 2017, by ST. FRANCIS DE SALES CHURCH (hereafter called "Assignor") to COMMUNITY OF JOY CHURCH (hereafter called "Assignee"), WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to the Assignee all of the right, title and interest of Assignor in and to property described in a certain lease signed by St. Francis De Sales Church with the City of Salisbury, MD on or about ______________. The City of Salisbury, MD consents to the Assignment and the Community of Joy Church agrees to be bound by the terms and conditions of the signed lease agreement for the remainder of the term of the lease.

ATTEST:

___________________________                                (SEAL)
St. Francis De Sales Church
BY:
POSITION:

___________________________                                (SEAL)
Community of Joy Church
BY:
POSITION:

___________________________                                (SEAL)
Jacob R. Day, Mayor
City of Salisbury

STATE OF MARYLAND, _____________ COUNTY, TO WIT:

I HEREBY CERTIFY that on this day of , 2017, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared __________________ who acknowledged himself/herself to be the __________________ of St. Francis De Sales Church and as such __________________, did execute and acknowledged the foregoing Assignment of Lease to be his/her act and deed.

AS WITNESS my hand and Notarial Seal.

________________________________
Notary Public
My Commission Expires:
STATE OF MARYLAND, ____________ COUNTY, TO WIT:

I HEREBY CERTIFY that on this ______ day of __________, 2017, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared __________ who acknowledged himself/herself to be the ______________ of Community of Joy Church and as such ________________, did execute and acknowledged the aforesaid Assignment of Lease to be his/her act and deed.

AS WITNESS my hand and Notarial Seal.

________________________________________
Notary Public
My Commission Expires:

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY that on this ______ day of __________, 2017, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jacob R. Day, who acknowledged himself to be the Mayor for the City of Salisbury, and as such Mayor, did execute and acknowledge the aforesaid Assignment of Lease to be his act and deed.

AS WITNESS my hand and Notarial Seal.

________________________________________
Notary Public
My Commission Expires:
COUNCIL AGENDA – Award of Bids

August 28, 2017

1. **Contract 116-15, C/O #2**
   West Isabella Water Main Replacement & Coty Cox Branch Drainage Improvements

   $28,672.66
To: Mayor and City Council
From: Jennifer Miller
        Director of Procurement
Date: August 28, 2017
Subject: Change Order #2 to Contract 116-15
        W. Isabella St. Water Main Replacement & Coty Cox Branch Drainage Improvements

The City of Salisbury Department of Procurement received a request from the Salisbury Department of Public Works to process Change Order #2 in the amount of $28,672.66 for Contract 116-15 W. Isabella St. Water Main Replacement & Coty Cox Branch Drainage Improvements. This is a balancing change order that is the net result of overages and credits to several base bid items such as concrete road demolition, milling and test pits.

There are sufficient funds are available in the following project account:

98114-513026-70041: Construction – Coty Cox

The Department of Procurement requests Council’s approval to process Change Order #2 as noted above to Corrado Construction Company, LLC, in the amount of $28,672.66.
Change Order No. 2 for Contract 116-15, W. Isabella Water Main Replacement & Coty Cox Branch Drainage Improvements, is enclosed for review. This is the final Balancing Change Order which adjust quantities to the actual amounts encountered. The change order addresses five increases in Base Bid quantities, and five credits for Completed Contract Items. These changes occurred in final construction of the two projects and are summarized in the attached spreadsheet.

The original contract amount for both projects totaled $2,049,760.50 Change Order #1 increased the total to $2,151,407.17, the pending approval of this final balancing change order (Change Order #2) the total will be $2,180,079.83, an increase of 6% over original base contract.

Increases in Base Bid Quantities are summarized in the attached spreadsheet. Major items are the final quantity of concrete road bed encountered by the water main alignment, and increase in asphalt quantities to complete a quality job. Completed Contract Item Credits represent reduction in the quantity of Base Bid items actually required.

Please process Change Order No. 2 which results in an increase of $28,672.66 and an increase in contract time of 25 days. The specific project accounts for this change order are as follows:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Original Contract Amount</th>
<th>Revised Contract Amount (approved COs to date)</th>
<th>Change Order No. 2</th>
<th>Revised Contract Amount thru CO No. 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>98114-513026-70041</td>
<td>$2,049,760.50</td>
<td>$2,151,407.17</td>
<td>$28,672.66</td>
<td>$2,180,079.83</td>
</tr>
</tbody>
</table>

Funding is available in the account listed above.
To: Andy Kitrow  
From: Jennifer Miller  
    Director of Procurement  
Date: September 24, 2017  
Subject: RFP 04-16 Sale of Surplus Property – 432-434 East Church Street

Attached please find the Resolution and Land Disposition Contract for the sale of 432-434 East Church Street (“The Bricks”) to Jean St. Val of JBG Realty. The City Council approved award of contract RFP 04-16 to JBG Realty, Inc, in February 2016. Upon Council approval, the Land Disposition Contract is to be executed by Mayor Jacob R. Day on behalf of the City.

Unless there are additional questions, would you please advance this memorandum, Resolution and LDC to the City Council for approval at the legislative session on August 28, 2017?

Thank you.

Attachments (2)

cc Jacob R. Day  
    Julia Glanz
RESOLUTION NO. 2769

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, FOR THE PURPOSE OF
ACCEPTING THE SUBMISSION OF RFP 04-16 BID FROM JBG REALTY FOR THE SALE OF
SURPLUS REAL PROPERTY AT 432-434 EAST CHURCH STREET.

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

WHEREAS, the City of Salisbury declared 432-434 East Church Street, Salisbury, MD surplus
property on May 11, 2015; and

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

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

WHEREAS, the City has determined that it is in the best interest of the citizens of the City to sell
the City's surplus property known as 432-434 East Church Street, Salisbury, MD; and

WHEREAS, the City of Salisbury advertised for proposals for the purchase of and redevelopment
of 432-434 East Church Street three times from September 16, 2015 to September 18, 2015; and

WHEREAS, the City of Salisbury is in agreement to sell 432-434 East Church Street, Salisbury,
MD for $51,000 to JBG Realty following the execution of a Disposition Contract with terms acceptable to
the City on or before September 21, 2017, as finally approved by the City Solicitor.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Salisbury, in regular
session on the 28th day of August, 2017, that the proposal submitted by JBG Realty dated January 5,
2016, for RFP 04-16 Bid Sale of Surplus Real Property is selected as the winning proposal for Parcel #1
of the RFP, on the condition that the parties, on or before September 21, 2017, execute a Disposition
Contract with such terms and conditions as may be approved by the City and the City Solicitor; the
purchase price shall be $51,000.

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

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

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the
Council of the City of Salisbury held on this 28th day of August, 2017, and is to become effective
immediately upon adoption.
ATTEST:

_________________________________  ____________________________ ____

Kimberly R. Nichols      John R. Heath
CITY CLERK      PRESIDENT, City Council

APPROVED by me this _____ day of _________________, 2017

_________________________________

Jacob R. Day
MAYOR, City of Salisbury
Disposition Contract

THIS DISPOSITION CONTRACT is made this 28th day of AUGUST, 2017, between the City of Salisbury, Maryland, ("Seller"), and JBG Realty, Inc., a Maryland company located in Fruitland, Wicomico County, Maryland, ("Buyer").

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

A. All that land, together with the building and all appurtenances thereto belonging which are located at the intersection of East Church Street and East Isabella Street, Salisbury, Maryland, being more particularly described as all that lot or parcel of land designated and located at 432-434 East Church Street and 502 East Isabella Street, shown on Maryland tax map 0108, grid 0007, parcels 1018 and 1019, an accurate legal description of which is to be provided to the Seller by the Buyer; the Land and the Building, together with all appliances and fixtures, not specifically excluded by the City in Exhibit "A" attached hereto, located in the Building are hereinafter collectively referred to as the "Property."

B. Buyer hereby agrees that Seller will reserve and retain all appropriate easements for sidewalks and for installation and maintenance of utilities and roadways.

1. PURCHASE PRICE AND METHOD OF PAYMENT: The purchase price shall be FIFTY-ONE THOUSAND DOLLARS ———— ($51,000.00) of which ONE THOUSAND FIVE HUNDRED DOLLARS ———— ($1,500.00) shall be paid at the time of the signing of this contract. The deposit shall be held in a non-interest bearing escrow account of the City Solicitor with the deposit to be applied to the purchase price at settlement.

2. TO BE PAID IN THE FOLLOWING MANNER:

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

3. REPRESENTATIONS OF SELLER.

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

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

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

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

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

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

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

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

4. DELIVERY OF CERTAIN MATERIALS TO SELLER AND BUYER.

Promptly, but in no event later than Sixty (60) days following the date hereof:

A. Buyer shall deliver to the City Solicitor its proposed survey and legal description of the property to be conveyed pursuant to this Agreement.

B. Seller shall deliver to Buyer a detailed list of all fixtures and personal property contained in or about the Property which are to be retained by the Seller, along with a proposed schedule for the removal of said personaly from the Property.

5. ADDITIONAL UNDERTAKINGS.

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

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

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

   (ii) Not become a party to any service contract or similar agreement with respect to or affecting the Property without the prior written consent of the Buyer.
(iii) Maintain, at its expense, all existing fire and extended coverage policies covering the Property. The herein described Property is to be held at the risk of Seller until legal title has passed. Buyer's remedy in the event of loss is limited to return of the deposit.

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

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

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

F. The Buyer shall have a 30 day Due Diligence period following the execution of this Contract to conduct feasibility and environmental studies for the proposal. If the study is not satisfactory to the Buyer, at the Buyer's full discretion, then and in such event, the Buyer shall have the right within the 30 day period to terminate this contract and forthwith receive a full refund of the Deposit paid hereunder.

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

6. **BUYER PURCHASES THE PROPERTY "AS IS."**

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

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

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

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

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

7. SETTLEMENT ATTORNEY/TITLE COMPANY:

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

8. SETTLEMENT:

Settlement shall be held in Salisbury, Wicomico County, Maryland, on or before 21st day of September, 2017 (the “Settlement Date”). At Settlement, the Seller shall execute:

A. A deed to the Property, containing a covenant of special warranty and further assurances, which shall convey to Buyer a good and merchantable fee simple title to the Property subject, however, to zoning and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located, and publically recorded easements for public utilities and any other easements which may be observed by inspection of the Property. The deed shall be recorded at the expense of the Buyer.

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

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

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

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

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

11. MISCELLANEOUS:

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

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

12. USE OF THE PROPERTY:

A. Buyer and Seller acknowledge that the property described herein has previously been condemned by the City of Salisbury. Within 60 days after taking possession of the said Property, Buyer shall submit a plan of rehabilitation to the Director of Neighborhood Services and Code Compliance. Buyer hereby covenants that it will complete construction under the plan for rehabilitation in a timely fashion. There shall, however, be no additional restrictions on the use of the Property other than those required by Federal, State or local law.

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

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

D. Completion. The term “construction is completed” shall be defined for the purposes of this Agreement to mean when the building is structurally complete to the point that the building inspector of the City would ordinarily issue an occupancy permit.

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

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

ATTEST: __________________________________________________________

CITY OF SALISBURY

____________________________

Kimberly R. Nichols
City Clerk

____________________________

Jacob R. Day, Seller
Mayor

____________________________

WITNESS

____________________________

BUYER

BY: JBG Realty, Inc., Buyer
July 28, 2017

TO: Julia Glantz, City Administrator
FROM: John F. Lenox, AICP, Director, Salisbury/Wicomico Planning & Zoning
SUBJECT: PUBLIC HEARING – Text Amendment – To add the Definition of a Public Utility Operation Center and to Add Public Utility Operation Center to the Mixed Use Non-Residential District - Planning Commission Recommendation

I. INTRODUCTION.

On July 20, 2017, the Salisbury Planning Commission held a public hearing on a request by Choptank Electric Cooperative, Inc. to amend the text of the Salisbury Municipal Code in order to add the Definition of a Public Utility Operation Center and to Add Public Utility Operation Center to the Mixed Use Non-Residential District. (See Attachments A-C.)

II. RECOMMENDATION.

The Salisbury Planning Commission forwarded a Favorable recommendation to the Mayor and Council for proposed amendments as follows.

(1) AMEND SECTION 17.04.120, DEFINITIONS, BY ADDING THE FOLLOWING:

“PUBLIC UTILITY OPERATION CENTER” MEANS FACILITIES, STRUCTURES AND ANY OR ALL USES DIRECTLY RELATING TO THE OPERATION AND MAINTENANCE OF A PUBLIC UTILITY:

(1) INCLUDING, BUT NOT LIMITED TO:

(A) OPERATING UTILITY SYSTEM CONTROLS;
(B) BUSINESS OFFICES AND ASSOCIATED ACCESSORY USES;
(C) INDOOR AND OUTDOOR REPAIR, MAINTENANCE AND/OR STORAGE OF MOTOR VEHICLES AND UTILITY CONSTRUCTION AND MAINTENANCE EQUIPMENT; AND ASSOCIATED STORAGE OF FUELS, LUBRICANTS, COOLANTS AND FLUIDS AND SUBSTANCES, NOT FOR SALE TO THE PUBLIC;
(D) INDOOR AND OUTDOOR ASSEMBLY, REPAIR, MAINTENANCE, TESTING AND STORAGE OF UTILITY SYSTEM COMPONENTS, EQUIPMENT, TOOLS AND SUPPLIES; AND,

(E) STAGING AREA FOR CONTRACTORS CONSTRUCTING, REPAIRING, AND/OR MAINTAINING THE UTILITY SYSTEM.

(F) AND MAY INCLUDE A SOLAR FARM’’

(2) AMEND SECTION 17.04.120, DEFINITIONS AS FOLLOWS:

Solar farm - a utility-scale energy generation facility, principally used to convert solar energy to electricity for the primary purpose of USE BY THE OWNER AND/OR wholesale AND/or retail sales of said electricity.

(3) AMEND SECTION 17.46.020, PERMITTED USES, BY ADDING ITEM D:

D. PUBLIC UTILITY OPERATION CENTER

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

III. BACKGROUND.

Choptank Electric Cooperative, Inc., is the owner of a 40.36 acre parcel on Walston Switch Road that was developed in 2015 with a regional operation center. The property was developed under a pre-annexation agreement and is now being annexed into the City of Salisbury. It adjoins the southerly side of the Moore Property Planned Development District that is within the City of Salisbury.

The Zoning Code currently contains a definition for a public utility but does not include the components necessary for the electric cooperative. This proposal is designed to insure that upon annexation, the electric cooperative does not become a nonconforming use.

Attachments
Mr. Michael Hickson
Banks, Nason & Hickson
P.O. Box 44
Salisbury, MD 21803

#SP-1705 – PUBLIC HEARING – TEXT AMENDMENT – To add a Definition of Public Utility Operation Center and to add Public Utility Operation Center to the Mixed Use Non-Residential District.

Dear Mr. Hickson:

The Salisbury Planning Commission at its July 20, 2017, meeting, forwarded a FAVORABLE recommendation to the Mayor and City Council for the proposed amendments regarding a Public Utility Operation Center, as follows:

(1) AMEND SECTION 17.04.120, DEFINITIONS, BY ADDING THE FOLLOWING:

"PUBLIC UTILITY OPERATION CENTER" MEANS FACILITIES, STRUCTURES AND ANY OR ALL USES DIRECTLY RELATING TO THE OPERATION AND MAINTENANCE OF A PUBLIC UTILITY:

(1) INCLUDING, BUT NOT LIMITED TO:

(A) OPERATING UTILITY SYSTEM CONTROLS;
(B) BUSINESS OFFICES AND ASSOCIATED ACCESSORY USES;
(C) INDOOR AND OUTDOOR REPAIR, MAINTENANCE AND/OR STORAGE OF MOTOR VEHICLES AND UTILITY CONSTRUCTION AND MAINTENANCE EQUIPMENT; AND ASSOCIATED STORAGE OF FUELS, LUBRICANTS, COOLANTS AND FLUIDS AND SUBSTANCES, NOT FOR SALE TO THE PUBLIC;
(D) INDOOR AND OUTDOOR ASSEMBLY, REPAIR, MAINTENANCE, TESTING AND STORAGE OF UTILITY SYSTEM COMPONENTS, TOOLS AND SUPPLIES; AND,
(E) STAGING AREA FOR CONTRACTORS CONSTRUCTING, REPAIRING, AND/OR MAINTAINING THE UTILITY SYSTEM.
(F) AND MAY INCLUDE A SOLAR FARM"
(2) **AMEND SECTION 17.04.120, DEFINITIONS AS FOLLOWS:**

Solar farm - a utility-scale energy generation facility, principally used to convert solar energy to electricity for the primary purpose of **USE BY THE OWNER AND/OR wholesale AND/or retail sales of said electricity.**

(3) **AMEND SECTION 17.46.020, PERMITTED USES, BY ADDING ITEM D:**

**D. PUBLIC UTILITY OPERATION CENTER**

These recommendations will be forwarded to the City Administrator for scheduling at a City Council Work Session or on the City Council Legislative Agenda. You will be notified of the meeting date or dates. Additional advertising fees will be required for the Council Public Hearing.

If you have any questions concerning this matter, please don’t hesitate to contact Gloria Smith or myself at 410-548-4860.

Sincerely,

[Signature]

John F. Lenox, AICP
Director
Salisbury/Wicomico Planning & Zoning

cc: Amanda Pollack, Infrastructure and Development Assessments
STAFF REPORT

MEETING OF JULY 20, 2017

CASE NO.: #SP-1705

APPLICANT: Choptank Electric Cooperative, Inc., rep. by Michael Hickson, Attorney

REQUEST: PUBLIC HEARING – Text Amendment - To amend Title 17, Zoning, Section 17.04.120, Definitions – To Add a Public Utility Operation Center, and Section 17.46.020 – to add Public Utility Operation Centers to the Mixed Use Non-Residential District.

I. REQUEST:

Mr. Michael Hickson, Attorney, on behalf of the Choptank Electric Cooperative, Inc., has submitted a request to amend the text of the Definitions Section of the Code by adding a Public Utility Operation Center and to add a Public Utility Operation Center to the Mixed Use Non-Residential District. (See Attachment #1.)

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission must hold a Public Hearing on proposed Text Amendments to the Code. The Commission must forward a recommendation (within six months) to the City Council. The City Council must also hold a public hearing before granting final approval to Code text amendments (by Ordinance).

II. DISCUSSION:

Choptank Electric Cooperative, Inc., is the owner of a 40.36 acre parcel on Walston Switch Road. The property was developed in 2015 with a regional operation center for the electric cooperative, consolidating centers that were previously located in Berlin, Pocomoke and elsewhere in Salisbury.
The property was developed under a pre-annexation agreement and is now being annexed into the City of Salisbury. It adjoins the southerly side of the Moore Property Planned Development District that is within the City of Salisbury.

The Zoning Code currently contains a definition for a public utility but does not include the components necessary for the electric cooperative. The applicants have proposed the following definition, closely mirroring the County definition currently applicable to the property:

"PUBLIC UTILITY OPERATION CENTER" MEANS FACILITIES, STRUCTURES AND ANY OR ALL USES DIRECTLY RELATING TO THE OPERATION AND MAINTENANCE OF A PUBLIC UTILITY:

(1) INCLUDING, BUT NOT LIMITED TO:
(A) OPERATING UTILITY SYSTEM CONTROLS;
(B) BUSINESS OFFICES AND ASSOCIATED ACCESSORY USES;
(C) INDOOR AND OUTDOOR REPAIR, MAINTENANCE AND/OR STORAGE OF MOTOR VEHICLES AND UTILITY CONSTRUCTION AND MAINTENANCE EQUIPMENT; AND ASSOCIATED STORAGE OF FUELS, LUBRICANTS, COOLANTS AND FLUIDS AND SUBSTANCES, NOT FOR SALE TO THE PUBLIC;
(D) INDOOR AND OUTDOOR ASSEMBLY, REPAIR, MAINTENANCE, TESTING AND STORAGE OF UTILITY SYSTEM COMPONENTS, EQUIPMENT, TOOLS AND SUPPLIES; AND,
(E) STAGING AREA FOR CONTRACTORS CONSTRUCTING, REPAIRING, AND/OR MAINTAINING THE UTILITY SYSTEM.
(F) AND MAY INCLUDE A SOLAR FARM"

In January 2017, the Council adopted Ordinance #2410 regarding Solar Farms, proposed by Faith Baptist Church, that included the following definition:

"Solar farm - a utility-scale energy generation facility, principally used to convert solar energy to electricity for the primary purpose of wholesale or retail sales of said electricity.” (See Attachment #2.)

The applicants propose the following amendments to the definition:

"Solar farm - a utility-scale energy generation facility, principally used to convert solar energy to electricity for the primary purpose of USE BY THE OWNER AND/OR wholesale AND/or retail sales of said electricity.”

Finally, the applicants propose the addition of Item D. Public utility operation center, to Section 17.46.020 (Permitted uses) in the Mixed Use Non-Residential District. This
proposal is designed to insure that upon annexation, the electric cooperative does not become a nonconforming use. *(See Attachment #3.)*

**III. PLANNING COMMENTS/CONCERNS.**

Unlike most text amendment requests, this proposal only affects one district, the Mixed Use Non-Residential District, and mostly likely, one property owner, Choptank Electric.

**IV. RECOMMENDATION.**

Staff recommends that the Commission forward a **FAVORABLE** recommendation to the Mayor and Council for the proposed amendments, as follows:

(1) **AMEND SECTION 17.04.120, DEFINITIONS, BY ADDING THE FOLLOWING:**

"PUBLIC UTILITY OPERATION CENTER" MEANS FACILITIES, STRUCTURES AND ANY OR ALL USES DIRECTLY RELATING TO THE OPERATION AND MAINTENANCE OF A PUBLIC UTILITY:

(1) INCLUDING, BUT NOT LIMITED TO:

(A) OPERATING UTILITY SYSTEM CONTROLS;

(B) BUSINESS OFFICES AND ASSOCIATED ACCESSORY USES;

(C) INDOOR AND OUTDOOR REPAIR, MAINTENANCE AND/OR STORAGE OF MOTOR VEHICLES AND UTILITY CONSTRUCTION AND MAINTENANCE EQUIPMENT; AND ASSOCIATED STORAGE OF FUELS, LUBRICANTS, COOLANTS AND FLUIDS AND SUBSTANCES, NOT FOR SALE TO THE PUBLIC;

(D) INDOOR AND OUTDOOR ASSEMBLY, REPAIR, MAINTENANCE, TESTING AND STORAGE OF UTILITY SYSTEM COMPONENTS, EQUIPMENT, TOOLS AND SUPPLIES; AND,

(E) STAGING AREA FOR CONTRACTORS CONSTRUCTING, REPAIRING, AND/OR MAINTAINING THE UTILITY SYSTEM.

(F) AND MAY INCLUDE A SOLAR FARM”

(2) **AMEND SECTION 17.04.120, DEFINITIONS AS FOLLOWS:**

Solar farm - a utility-scale energy generation facility, principally used to convert solar energy to electricity for the primary purpose of **USE BY THE OWNER AND/OR wholesale AND/or retail sales of said electricity**.
(3) AMEND SECTION 17.46.020, PERMITTED USES, BY ADDING ITEM D:

D. PUBLIC UTILITY OPERATING CENTER

COORDINATOR: Gloria Smith, Planner
DATE: July 14, 2017
PETITION FOR AMENDMENTS TO THE SALISBURY CITY CODE

Choptank Electric Cooperative, Inc. (the "Cooperative"), an electric utility serving residents of all nine counties of the Eastern Shore of Maryland, in anticipation of its petition for simultaneous annexation to the City Of Salisbury ("City") and zoning by the City of its 40.36± acres of land and the facilities located thereon known as 6520 Walston Switch Road, located in Wicomico County, Maryland, hereby requests the following amendments to the Salisbury Code:

1. Amend Salisbury Code Title 17 (Zoning), Chapter 17.04 (General Provisions), Section 17.04.120 (Definitions), by inserting the definition of "public utility operation center" in alphabetical order after the definition of "public" or "private utility buildings and uses" and before the definition of "recreational establishment, indoor," which definition of "public utility operation center" shall be as follows:

"Public utility operation center" means facilities, structures and any or all uses directly relating to the operation and maintenance of a public utility:

(1) Including, but not limited to:
(a) Operating utility system controls;
(b) Business offices and associated accessory uses;
(c) Indoor and outdoor repair, maintenance and/or storage of motor vehicles and utility construction and maintenance equipment; and associated storage of fuels, lubricants, coolants and fluids and substances, not for sale to the public;
(d) Indoor and outdoor assembly, repair, maintenance, testing and storage of utility system components, equipment, tools and supplies;
(e) Staging area for contractors constructing, repairing, and/or maintaining the utility system; and
(f) May include a solar farm."
2. Amend Salisbury Code Title 17 (Zoning), Chapter 17.04 (General Provisions), Section 17.04.120 (Definitions), by amending the definition of "solar farm," which definition as amended shall be as follows:

   "Solar farm" means a utility-scale energy generation facility, principally used to convert solar energy to electricity for the primary purpose of use by the owner and/or wholesale and/or retail sales of said electricity.

3. Amend Salisbury Code Title 17 (Zoning), Chapter 17.46 (Mixed Use Non-Residential District), Section 17.46.020 (Permitted uses), by adding the following Subsection D as a permitted use in the Mixed Use Non-Residential District.

   "D. Public utility operation center."
ORDINANCE NO. 2410

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND, PURSUANT TO CHAPTER 17.228 OF TITLE 17, ZONING OF THE SALISBURY MUNICIPAL CODE AND SECTION 4.04 OF ARTICLE 66B OF THE ANNOTATED CODE OF MARYLAND FOR THE PURPOSE OF AMENDING SECTIONS 17.156.030, 17.160.030, AND 17.04.120 TO ADD SOLAR FARMS AND A DEFINITION OF SOLAR FARMS IN THE R-5, R-8, R-10, R-5A, R-8A, AND R-10A RESIDENTIAL DISTRICTS.

WHEREAS, the ongoing application, administration and enforcement of Title 17, Zoning of the Salisbury Municipal Code, demonstrates a need for periodic review, evaluation, and amendments that will keep Title 17 current; and

WHEREAS, the Mayor and City Council may amend Title 17, Zoning, of the Salisbury Municipal Code, pursuant to the authority granted by Article 66B of the Maryland Annotated Code and in accordance with specific provisions of Chapter 17.228, Amendments and Rezoning, of Title 17, Zoning; and

WHEREAS, the Mayor and City Council requested that the Salisbury Planning and Zoning Commission periodically review Title 17 in light of existing procedural practices and input from the City Council and members of the public; and

WHEREAS, Pastor Robert C. Reinert, Jr. of Faith Baptist Church submitted an application to amend the text of the Residential Districts; and

WHEREAS, a Public Hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of Chapter 17.228, of Title 17, Zoning, of the Salisbury Municipal Code on October 20, 2016; and

WHEREAS, the Planning Commission did recommend approval of the proposed text amendments to Sections 17.156.030, 17.160.030, and 17.04.120;
NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND, that Title 17, Zoning, of the Salisbury Municipal Code is hereby amended as follows:

AMEND SECTION 17.156.030, USES PERMITTED BY SPECIAL EXCEPTION, BY ADDING THE FOLLOWING ITEM:

F. SOLAR FARM.

AMEND SECTION 17.160.030, USES PERMITTED BY SPECIAL EXCEPTION, BY ADDING THE FOLLOWING ITEM:

F. SOLAR FARM.

AMEND SECTION 17.04.120 BY ADDING THE FOLLOWING ITEM:

SOLAR FARM - A UTILITY-SCALE ENERGY GENERATION FACILITY, PRINCIPALLY USED TO CONVERT SOLAR ENERGY TO ELECTRICITY FOR THE PRIMARY PURPOSE OF WHOLESALE OR RETAIL SALES OF SAID ELECTRICITY.

AND BE IT FURTHER ORDAINED BY THE CITY OF SALISBURY, MARYLAND, that this Ordinance shall take effect from and after the date of its final passage, but in no event until ten (10) days after the date of the Council’s Public Hearing, and

THE ABOVE ORDINANCE was introduced at a meeting of the Council on the 12th day of December, 2016, and thereafter, a statement of the substance of the ordinance having been published as required by law, in the meantime, was finally passed by the Council on the 9th day of January, 2017.

ATTEST:

Kimberly R. Nichols  John R. Heath
City Clerk                  President
Salisbury City Council
Approved by me this 14th
day of January, 2017.

Jacob R. Day
Mayor, City of Salisbury
Chapter 17.46

Mixed Use Non-Residential District

17.46.010 Purpose.

The purpose of the mixed-use non-residential district is to provide areas for well-designed, functional, and attractive development with indoor retail, office, services, and institutional uses. Land uses are envisioned that promote the best possible building designs, development of public streets and utilities, and conservation of environmentally sensitive areas. The district should be located in areas that continue orderly development and concentration of moderate commercial uses on or within close proximity to major thoroughfares.

The uses permitted in this district are those that may benefit from the high degree of visibility but do not generate large volumes of traffic. Major retail users are discouraged and residential uses are prohibited in the district.

The following uses, standards, and area regulations have been developed based upon this purpose, which is in accord with the findings and recommendations of the Salisbury Comprehensive Plan.

17.46.020 Permitted uses.

Permitted uses shall be as follows:

A. Same as the Light Business and Institutional district (section 17.28.020), except residential uses.
B. Same as the Neighborhood Business District (section 17.32.020).
C. Same as the Select Commercial District (section 17.44.020), except residential uses or retail uses over 30,000 gross square feet of floor area.

17.46.030 Uses permitted by special exception.

Uses permitted by special exception shall be as follows:

A. Same as the Light Business and Institutional district (section 17.28.030), except residential uses.
B. Same as the Select Commercial district (section 17.44.030), except shopping centers over 30,000 gross square feet of floor area.

17.46.040 Accessory uses and structures.

Accessory uses and structures shall be as follows:

A. Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use;
Development standards.

Development standards for the (mixed use non residential) district shall be as follows:

A. Prior approval requirements. Prior to the development of a tract, lot, parcel or any part of the district, a Comprehensive Development Plan, as defined in section 17.04.120, shall be submitted to the Planning Commission for review and approval in accordance with chapter 17.180.

B. Minimum lot requirements. All lots hereafter established shall meet the following minimum requirements:

1. Lot area: twenty-five thousand (25,000) square feet;
2. Interior lot width: one hundred (100) feet;
3. Corner lot width: one hundred twenty (120) feet.

C. Minimum yard requirements shall be as follows:

1. Front: forty-five (45) feet from property line;
2. Side, interior: two required, ten feet each, except thirty (30) feet where adjacent to a residential district;
3. Side, corner: forty-five (45) feet from property line;
4. Rear: thirty (30) feet from property line.

D. The height limitation shall be forty (40) feet.

E. Parking, loading and unloading shall be in accordance with chapter 17.196.

F. Access. Direct access onto a street or highway shall be reduced or eliminated wherever the City Department of Public Works determines that alternate or unified points of access are available to a site resulting in better traffic flow and less traffic congestion.

G. Signs. Signage shall be in accordance with the provisions of section 17.216.120, Light Business and Institutional District.

H. Lighting. Lighting shall be designed so as not to throw glare onto surrounding properties. Flashing lights are prohibited.

I. Landscaping and screening. In addition to the requirements of Chapter 17.220, the following shall be required:

1. All areas not devoted to building or required parking areas shall be landscaped as defined in Section 17.04.120 and maintained in accordance with Section 17.220.080.
ORDINANCE NO. 2433

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND,
PURSUANT TO CHAPTER 17.228 OF TITLE 17, ZONING OF THE
SALISBURY MUNICIPAL CODE AND SECTION 17.04.120,
DEFINITIONS AND SECTION 17.46.020, MIXED USE NON-
RESIDENTIAL DISTRICT TO ADD PUBLIC UTILITY OPERATION
CENTER.

WHEREAS, the ongoing application, administration and enforcement of Title 17,
Zoning of the Salisbury Municipal Code, demonstrates a need for periodic review, evaluation,
and amendments that will keep Title 17 current; and

WHEREAS, the Mayor and City Council may amend Title 17, Zoning, of the Salisbury
Municipal Code, pursuant to the authority granted by Article 66B of the Maryland Annotated
Code and in accordance with specific provisions of Chapter 17.228, Amendments and Rezoning,
of Title 17, Zoning; and

WHEREAS, the Mayor and City Council requested that the Salisbury Planning and
Zoning Commission periodically review Title 17 in light of existing procedural practices and
input from the City Council and members of the public; and

WHEREAS, Choptank Electric Cooperative, Inc. submitted an application to amend the
text of the Code relative to the addition of a definition for a Public Utility Operation Center and
the addition of a Public Utility Operation Center in the Mixed Use Non-Residential District; and

WHEREAS, a Public Hearing on the proposed amendments were held by the Planning
Commission in accordance with the provisions of Chapter 17.228, of Title 17, Zoning, of the
Salisbury Municipal Code on July 20, 2017; and

WHEREAS, the Planning Commission did recommend approval of the proposed text
amendments to Sections 17.04.120, and 17.46.020;

Attachment C
NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY OF
SALISBURY, MARYLAND, that Title 17, Zoning, of the Salisbury Municipal Code is hereby
amended as follows:

(1) AMEND SECTION 17.04.120, DEFINITIONS, BY ADDING THE
FOLLOWING:

“PUBLIC UTILITY OPERATION CENTER” MEANS FACILITIES,
STRUCTURES AND ANY OR ALL USES DIRECTLY RELATING TO
THE OPERATION AND MAINTENANCE OF A PUBLIC UTILITY:

(1) INCLUDING, BUT NOT LIMITED TO:
(A) OPERATING UTILITY SYSTEM CONTROLS;
(B) BUSINESS OFFICES AND ASSOCIATED ACCESSORY
USES;
(C) INDOOR AND OUTDOOR REPAIR, MAINTENANCE
AND/OR STORAGE OF MOTOR VEHICLES AND
UTILITY CONSTRUCTION AND MAINTENANCE
EQUIPMENT; AND ASSOCIATED STORAGE OF FUELS,
LUBRICANTS, COOLANTS AND FLUIDS AND
SUBSTANCES, NOT FOR SALE TO THE PUBLIC;
(D) INDOOR AND OUTDOOR ASSEMBLY, REPAIR,
MAINTENANCE, TESTING AND STORAGE OF UTILITY
SYSTEM COMPONENTS, EQUIPMENT, TOOLS AND
SUPPLIES; AND,
(E) STAGING AREA FOR CONTRACTORS CONSTRUCTING,
REPAIRING, AND/OR MAINTAINING THE UTILITY
SYSTEM.
(F) AND MAY INCLUDE A SOLAR FARM”

(2) AMEND SECTION 17.04.120, DEFINITIONS AS FOLLOWS:

Solar farm - a utility-scale energy generation facility, principally used
to convert solar energy to electricity for the primary purpose of USE
BY THE OWNER AND/ OR wholesale AND/or retail sales of said
electricity.

(3) AMEND SECTION 17.46.020, PERMITTED USES, BY ADDING
ITEM D:
D. PUBLIC UTILITY OPERATION CENTER
AND BE IT FURTHER ORDAINED BY THE CITY OF SALISBURY, MARYLAND, that this Ordinance shall take effect from and after the date of its final passage, but in no event until ten (10) days after the date of the Council’s Public Hearing, and

THE ABOVE ORDINANCE was introduced at a meeting of the Council on the __ day of ________, 2017, and thereafter, a statement of the substance of the ordinance having been published as required by law, in the meantime, was finally passed by the Council on the ___ day of ____________, 2017.

ATTEST:

_________________________  ________________________________  
Kimberly R. Nichols  John R. Heath, President  
City Clerk  Salisbury City Council

Approved by me this ___ day of ____________, 2017.

_________________________  
Jacob R. Day  
Mayor of the City of Salisbury
June 26, 2017

TO: Julia Glanz  
   City Administrator

FROM: Chief Barbara Duncan

Subject: No Smoking Ordinance

Attached is an ordinance of the City of Salisbury amending the Salisbury City Coder by deleting Chapter 8.32- Smoking and replacing it with a new chapter 8.32- Smoking to prohibit smoking on, in, or around property owned, leased or operated by the city, including public parks.

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

Barbara Duncan  
Chief of Police
AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF SALISBURY TO AMEND THE SALISBURY CITY CODE BY DELETING CHAPTER 8.32-SMOKING AND REPLACING IT WITH A NEW CHAPTER 8.32-SMOKING TO PROHIBIT SMOKING ON, IN, OR AROUND PROPERTY OWNED, LEASED OR OPERATED BY THE CITY, INCLUDING PUBLIC PARKS.

WHEREAS, studies have found that tobacco smoke is believed to be a major contributor to air pollution, and that breathing secondhand smoke, also known as environmental tobacco smoke, is believed to be a potential cause of disease in healthy nonsmokers, including heart disease, respiratory disease, and lung cancer; and

WHEREAS, at special risk are believed to be children, elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease; and

WHEREAS, there is a probable health and safety risk posed to all employees and patrons of City of Salisbury owned and operated facilities by the smoking of, and exposure to, cigarettes, cigars, pipes, or any other conveyance method; and

WHEREAS, the City has declared that smoking in violation of this newly established ordinance is a public nuisance; and

WHEREAS, in creating certain exceptions to the smoking prohibitions, the City of Salisbury has balanced the needs and desires of smokers and non-smokers; and

WHEREAS, the City of Salisbury finds and declares that the new legislation is necessary to protect the public health and welfare by prohibiting smoking in public places, government facilities, and in and around other government property and to promote the ability of nonsmokers to breathe smoke-free air and the City recognizes that the need to breathe smoke-free air shall have priority over the desire to smoke.

NOW, THEREFORE, be it enacted and ordained by the Council of the City of Salisbury, that Chapter 8.32-SMOKING of the City of Salisbury Code is amended by deleting it in its entirety and replacing it with a new Chapter 8.32-SMOKING to read as follows:

Chapter 8.32—SMOKING

Sections:

8.32.010 — Definitions.

In this chapter, the following words shall have the meanings indicated:

"City" means the city of Salisbury, Maryland.

"Common use space" means the lobby, lounge, maintenance, telephone and storage areas of the government office building.

"County/city combined use space" means the planning and zoning office, council chambers, conference rooms and central reproduction.

"Government office building" means that building known as the "government office building," located at East Church Street and North Division Street in the city.
"Leased building" means any building leased exclusively to the city and those portions of any building that are exclusively leased to the city.

"Smoking" or "to smoke" means the act of smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind or lighting a cigar, cigarette or pipe of any kind.

8.32.020 - Smoking prohibited in certain areas.

Except as provided in Section 8.32.030 of this chapter, it is unlawful for any person to smoke in any of the following areas:

A. In any city-owned building;
B. In any city-leased building;
C. In all common areas, meeting rooms, lunchrooms, and all city-occupied office areas in the government office building;
D. In all city-owned or operated vehicles; and
E. In the fenced perimeters of the city zoo and Ben's Red Swings playground.

8.32.030 - Exceptions.

The prohibitions contained in Section 8.32.020 shall not apply in the following:

A. Designated smoking areas;
B. In any city-owned building which is leased to another party.

8.32.040 - Designation of smoking areas.

The mayor may designate a separate room or area in which smoking is permitted in a city-owned building, city-leased building or the government office building provided that any area so designated must meet the requirements for the designation of smoking areas set forth in the Code of Maryland Administrative Regulations (COMAR). No common use space or county/city combined use space in the government office building may be designated as a smoking area without approval of the county.

8.32.050 - Violations—Penalties.

A person who violates a provision of this chapter is guilty of a misdemeanor and, on conviction thereof, is subject to a fine not exceeding one hundred dollars ($100.00) and costs for each violation.

8.32.060 - Effect on fire and health regulations.

Nothing in this chapter shall be deemed to repeal applicable fire or health regulations.

8.32.070 - Regulations for posting no-smoking signs.

The department of building, permitting and inspections shall establish rules and regulations relating to the posting of no-smoking signs to be applicable to the city-owned and leased buildings.

Chapter 8.32 - SMOKING

Sec. 8.32.010 - Definitions.

In this chapter, the following words shall have the meanings indicated:

"Bus shelter" means those structures located at certain bus stops that provide protection from nature's elements.

"City" means the City of Salisbury, Maryland.
“Designated smoking area” means an area approved from time to time by Resolution by the Mayor and City Council as an area where smoking is permitted, and which area is clearly delineated by signage or the presence of clearly marked authorized cigarette/cigar butt receptacles.

“Electronic smoking devices” "ESD," a/k/a electronic nicotine delivery system "ENDS," electronic nicotine delivery device "ENDD," e-cigarette, or e-vapor means battery-powered disposable or rechargeable nicotine delivery systems using flavored liquids and various levels of nicotine that are atomized by a heating element and is absorbed into the lungs as an aerosol resembling a vapor.

“Environmental smoke” and “environmental tobacco smoke” means the complex mixture formed from escaping smoke of a burning tobacco product, to include the burning of other plant or synthetic material or smoke, which is exhaled by the smoker.

“Government Office Building” means the building located at 125 North Division Street including the steps, patio, picnic area, and plaza adjacent to the building.

“Leased building” means a building leased exclusively to the City and those portions of any building that are exclusively leased to the City.

“Playground” means any park or recreational area designed in part to be used by children that has play, or where sports, equipment is installed, or that has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds, or on City grounds.

“Recreational area” means any City owned or operated property open to the public for recreational purposes, including but not limited to athletic fields, open space, gardens, parks, patios, skate parks, plazas, pools, trails, and zoos.

“Riverwalk” means the areas of land designated and distinguished on the numerous plats of the downtown area of Salisbury, Maryland, which designate the Riverwalk, which is comprised of the walking path, including the ramps placed thereon, recreational areas along the Riverwalk, the pedestrian bridge spanning the East Branch of the Wicomico River, the walkways connecting sidewalks to the Riverwalk, boat launches, and tables, pavilions, and benches placed thereon, and the recreational and entertainment areas surrounding and adjoining the boat launches, tables, pavilions, and benches, but excluding the parking lots adjoining the Riverwalk.

“Smoking” means the burning, carrying, inhaling, or exhaling of a lighted or heated cigarette, cigar, pipe, or any other matter or substance that contains tobacco or plant based product or synthetic matter intended for inhalation. Smoking includes the use of an electronic smoking device which creates an aerosol or vapor in any manner or form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Chapter.

“Vaping” means the process of inhaling the flavored aerosol and exhaling it.

“Vapor(s)” means the exhaled product from an electronic smoking device.

Sec. 8.32.020 - Legislative intent.

It is the intent of the Mayor and Council of the City of Salisbury to protect the public from involuntary exposure to environmental tobacco smoke, environmental plant based and synthetic materials based smoke, and vapor in certain areas open to the public.

Sec. 8.32.030 – Smoking prohibited in certain areas.
Except as provided in this Chapter, smoking and vaping is unlawful in, on, or within 25 feet of all public parks, public bus shelters, public owned or leased and operated buildings and vehicles, the Government Office Building, and the Salisbury Zoo, and along the Riverwalk, including recreational areas within and located along the Riverwalk, except within 15 feet of an officially designated smoking area. Certain specific areas where smoking is not allowed, except within 15 feet of a designated smoking area, are listed below and newly acquired, dedicated, constructed and/or designated public parks or other City property coming into existence after the passage of the ordinance establishing this code section shall automatically be included as areas where smoking is not allowed. The current listed City parks include, but are not limited to:

1. Salisbury City Park, inclusive of trail ways and greenways, equipment, outbuildings, seating, picnic areas, areas designated for organized sports, restrooms, fountains, entertainment and recreational venues, pavilions, etc. This area runs from Snow Hill Road through Memorial Plaza and to Beaglin Park Drive;
2. Salisbury Dog Park, North Park Drive;
3. Salisbury Marina building and fuel pumps, Fitzwater Street;
4. Salisbury Skate Park, South Park Drive;
5. Salisbury Zoological Park;
6. Bens Red Swings, Beaver Dam Drive;
7. Camden Tot Lot Park and Playground, Newton Street and Light Street;
8. Clairmont Park, Lorecrop Drive between Pinehurst Avenue and West College Avenue;
9. Comfort Safety Zone Park, 116 East William Street;
10. Doverdale Park and Playground, Decatur Avenue and Johnson Street;
11. Elizabeth W. Woodcock Park and Playground, Riverside Road and Pennsylvania Avenue;
12. Jeanette P Chipman Boundless Park and Playground, Broad Street and Poplar Hill Avenue;
13. Johnson Lake Neighborhood Playground, New York Avenue and Chase Street;
14. Lake Street Park and Playground, 710 Lake Street;
15. Monument Park, Parkway Circle and Parkway Avenue;
16. Monument Plaza, Priscilla Street and North Division Street;
17. Robins Nest Park, Parsons and 310 Gay Street;
18. Riverwalk Park, inclusive of all recreational areas within, along and associated with the Riverwalk, to include pavilions, entertainment areas, park benches, the pedestrian bridge, boat launches, etc., Circle Avenue to South Salisbury Boulevard; and
19. Waterside Park and Playground, Fitzwater Street and Parsons Road.

Sec. 8.32.040 – Exceptions

The prohibitions contained in this ordinance shall not apply to the following:

(a) Designated smoking areas;
(b) Inside a non-City owned or operated vehicle which is legally parked at a playground or recreational area, so long as it is at least 25 feet away from the playground or recreational area; or,

(c) On any boat or vessel legally docked at the City Marina.

Sec. 8.32.050 – Designation of smoking areas.

The Mayor and Council of the City of Salisbury by Resolution may designate areas in which smoking is permitted outside of City-owned, operated, or leased buildings, or on City-owned, operated, or leased property. The Mayor and Council of the City of Salisbury by Resolution may also designate smoking areas at playgrounds, recreational areas, parks, etc. and those smoking areas shall be at least 25 feet away from any recreational equipment or sports fields. The designated smoking areas may include a 15-foot radius and shall include a sign reading “Designated Smoking Area” which is at least 10” wide and 15” tall. The Mayor and Council of the City of Salisbury by Resolution may also designate temporary smoking areas from time to time for special events within the City. The Department of Field Operations shall be responsible for signage and shall ensure that all signage is installed to meet any applicable signage regulations.

Sec. 8.32.060 - Penalties.

Any person who violates Section 8.32.030 or 8.32.050 shall be subject to a municipal infraction resulting in a fine of up to $500.00 for an initial offense, up to $1,000.00 for each repeat offense, or shall be subject to up to 12 hours of community service work for the initial offense, up to 48 hours of community service work for each repeat offense, or a combination of a monetary fine and community service time not to exceed the upper limits of either initial or repeat offense category, respectively. The community service work may take the form of a park cleaning project. The municipal infraction citation for the violation shall be issued by an employee of the Salisbury Police Department.

Sec. 8.32.070 – Effect on fire and health regulations.

Nothing in this chapter shall be deemed to repeal applicable fire or health regulations.