



## CITY OF SALISBURY CITY COUNCIL AGENDA

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**December 10, 2018**  
**Government Office Building**

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**6:00 p.m.**  
**Room 301**

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Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS
- 6:02 p.m. CITY INVOCATION – Pastor Greg Carlson from Park Seventh Day Adventist Church
- 6:04 p.m. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA
- 6:05 p.m. PRESENTATION – Mayor Jacob R. Day
- Certificates of Appreciation
- 6:15 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:16 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols
- **November 13, 2018** Council Meeting Minutes
  - **November 13, 2018** Closed Session Minutes (separate envelope)
  - **November 26, 2018** Council Meeting Minutes
  - **Resolution No. 2886**- approving the appointment of Dr. Brante' C. Dashiell to the Parks and Recreation Committee for term ending December 2021
  - **Resolution No. 2887**- approving the reappointment of Lee Beauchamp to the Salisbury Zoo Commission for term ending December 2021
  - **Resolution No. 2888**- approving the reappointment of Ronald G. Alessi, Sr. to the Salisbury Zoo Commission for term ending December 2021
  - **Resolution No. 2889**- approving the reappointment of Jeanne Mears to Friends of Poplar Hill Mansion Board of Directors for term ending December 2021
  - **Resolution No. 2890**- approving the reappointment of Charles R. "Chip" Dashiell to Salisbury Wicomico Planning & Zoning Commission for term ending
  - **Resolution No. 2891**- approving the reappointment of Timothy Meagher to the Disability Advisory Committee for term ending
  - **Resolution No. 2892**- declaring that Pure Fitness LLC is eligible to receive Enterprise Zone benefits for property located at 600 Glen Avenue, Salisbury, Maryland
  - **Resolution No. 2893**- authorizing an amendment to Resolution 2831 to amend a wording error

- 6:22 p.m. AWARD OF BIDS – Procurement Director Jennifer Miller
- ITB A-19-106, Waverly Drive Cycle Track and City-wide Street Striping (Estimate for bid comparison purposes; POs issued as needed and funded)
  - ITB 19-112, Dump Truck
- 6:30 p.m. PRESENTATION / APPROVAL OF FY18 AUDIT – Timothy Sawyer of Barbacane Thornton & Company LLP
- FY18 Audit and Financial Statements
- 6:50 p.m. RESOLUTIONS – City Administrator Julia Glanz
- **Resolution No. 2855** – proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury to be known as the “Route 13 North-PennTex 2 Property Annexation” beginning for the same at a point on the Corporate Limit, said point lying on the easterly right-of-way line of U.S. Route 13 North Salisbury Boulevard, thence by and with the northerly line of the land of PTV I, LLC
  - **Resolution No. 2856**- adopting an annexation plan for a certain area of land contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury to be known as the “Route 13 North-PennTex 2 Property Annexation” beginning for the same at a point on the Corporate Limit, said point lying on the easterly right-of-way line of U.S. Route 13 North Salisbury Boulevard, thence by and with the northerly line of the land of PTV I, LLC
  - **Resolution No. 2894**- accepting donations from the Bless Our Children Campaign for the Santa’s Workshop Program and approving such donations to a special purpose revenue fund
  - **Resolution No. 2895**- accepting donation of toys from the Toys for Tots Campaign for the Housing and Community Development Department’s Annual Santa’s Workshop event
- 7:15 p.m. ORDINANCES – presented by City Attorney Mark Tilghman
- **Ordinance No. 2514**- 2<sup>nd</sup> reading- authorizing the Mayor to enter into a contract with the Maryland Department of Planning for the purpose of accepting grant funds in the amount of \$50,000, authorizing the Mayor to enter into a sub-recipient agreement with the Salisbury Arts & Entertainment District, Inc. and approving a budget amendment to the FY2019 grant fund to appropriate funds to for the 2018 National Folk Festival
  - **Ordinance No. 2515**- 1<sup>st</sup> reading- approving a budget amendment of the Grant Fund and General Fund to appropriate funds from the United States Department of Homeland Security, Staffing for Adequate Fire & Emergency Response (SAFER) Grants Program, for the hiring of additional firefighting personnel to be used by the Fire Department in the protection and delivery of emergency services to the citizens of the Salisbury Fire District
  - **Ordinance No. 2516**- 1<sup>st</sup> reading- pursuant to Chapter 17.228 of Title 17, Zoning of the Salisbury Municipal Code and Section 4-203 of the Land Use Article of the Annotated Code of Maryland for the purpose of amending Section 17.76.020 a., to add Hairdresser Shop as a permitted use in the Light Industrial District
  - **Ordinance No. 2517**- 1<sup>st</sup> reading- approving an amendment of the FY 2019 General Fund Budget to appropriate funding to the Business Development Marketing Fund

7:40 p.m. PUBLIC COMMENTS

7:45 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](http://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.

**December 24, 2018 Council Meeting has been canceled (City Offices will be closed)**

**NEXT COUNCIL MEETING – January 14, 2019**

- **PUBLIC HEARING/Res. No. 2855 and 2856** - US 13 North/PennTex Phase II Property Annexation and Annexation Plan
- **Ordinance No. 2515**- 2<sup>nd</sup> reading- approving a budget amendment of the Grant Fund and General Fund to appropriate funds from the United States Department of Homeland Security, Staffing for Adequate Fire & Emergency Response (SAFER) Grants Program, for the hiring of additional firefighting personnel to be used by the Fire Department in the protection and delivery of emergency services to the citizens of the Salisbury Fire District
- **PUBLIC HEARING/Ordinance No. 2516**- 2<sup>nd</sup> reading- pursuant to Chapter 17.228 of Title 17, Zoning of the Salisbury Municipal Code and Section 4-203 of the Land Use Article of the Annotated Code of Maryland for the purpose of amending Section 17.76.020 a., to add Hairdresser Shop as a permitted use in the Light Industrial District
- **Ordinance No. 2517**- 2<sup>nd</sup> reading- approving an amendment of the FY 2019 General Fund Budget to appropriate funding to the Business Development Marketing Fund
- **Ord. No. \_\_\_** - 1<sup>st</sup> reading- Chapter 8.16 Revisions- Refuse

1 **CITY OF SALISBURY, MARYLAND**

2  
3 **REGULAR MEETING**

**NOVEMBER 13, 2018**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 *Council President John “Jack” R. Heath* *Council Vice-President Muir Boda*  
8 *Councilman James Ireton, Jr.* *Councilwoman April Jackson*  
9 *Councilman R. Hardy Rudasill*

10  
11 **PUBLIC OFFICIALS NOT PRESENT**

12  
13 *Mayor Jacob R. Day*

14  
15 **IN ATTENDANCE**

16  
17 *Deputy City Administrator Andy Kitzrow, Assistant Fire Chief James Gladwell, Infrastructure*  
18 *and Development Director Amanda Pollack, Assistant City Clerk Diane K. Carter, City Clerk*  
19 *Kimberly R. Nichols, City Attorney Mark Tilghman, and interested citizens.*

20 \*\*\*\*\*

21 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

22  
23 *The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President*  
24 *John R. Heath called the meeting to order and invited Pastor Betty Cropper of Riverside United*  
25 *Methodist Church to the podium to provide the City Invocation, followed by the Pledge of*  
26 *Allegiance to the flag of the United States of America.*

27  
28 **PRESENTATIONS** – presented by Deputy City Administrator Andy Kitzrow

- 29  
30 • **Salisbury Poem Presentation and Certificate of Appreciation**  
31 *Deputy City Administrator Andy Kitzrow presented the poem entitled Salisbury City. The*  
32 *poem was published in 1904 in the Sun, now known as the Baltimore Sun, by Folger*  
33 *McKinsey, who went by the pen name The Bentztown Bard. Folger McKinsey was born in*  
34 *Elkton, Maryland in 1866 and wrote for the Sun for 42 years.*

35  
36 *The poem was donated by Barbara Lee Evans, who was unable to attend the meeting. Her*  
37 *husband Teddy Evans and daughter Dana Bell joined Mr. Kitzrow at the podium to*  
38 *receive the Certificate of Appreciation for sharing the poem. Mae P. Richardson, Ms.*  
39 *Evans’ mother, had saved the poem from The Bentztown Bard, as published in 1904. Ms.*  
40 *Evans found the poem among her mother’s keepsakes and shared it with the City of*  
41 *Salisbury, to be kept among its historical memorabilia.*

- 42  
43 • **Municipal Government Works Month Proclamation**  
44 *Mr. Kitzrow presented the Municipal Government Works Month proclamation to proclaim*  
45 *November 2018 as Municipal Government Works Month to promote awareness and*  
46 *interest of citizens in the City of Salisbury’s local government.*

47 **ADOPTION OF LEGISLATIVE AGENDA**

48  
49 *Mr. Rudasill moved, Ms. Jackson seconded, and the vote was unanimous to approve the*  
50 *legislative agenda as presented.*

51  
52 **CONSENT AGENDA** – presented by City Clerk Kim Nichols

53  
54 *The Consent Agenda, consisting of the following items, was unanimously approved on a motion*  
55 *and seconded by Mr. Boda and Mr. Ireton, respectively:*

- *October 22, 2018 Council Meeting Minutes*
- *October 22, 2018 Closed Session Minutes*
- *Resolution No. 2877- approving the reappointment of Albert G. Allen, III to the Board of Zoning Appeals for term ending November 2021*
- *Resolution No. 2878- approving the appointment of Virginia Bender to the Election Board for term ending November 2024*
- *Resolution No. 2879- approving the appointment of Dr. Katherine Jones to the Disability Advisory Committee for term ending November 2021*
- *Resolution No. 2880- approving the reappointment of Dr. Francis Kane to the Ethics Commission for term ending November 2022*
- *Resolution No. 2881- approving the appointment of Louise Smith to the Housing Board of Adjustments and Appeals for term ending November 2022*
- *Resolution No. 2882- declaring that 500 Riverside Realty, LLC is eligible to receive Enterprise Zone benefits for property located at 500 Riverside Drive in Salisbury, Maryland*
- *Approving the Manufacturing Exemption request for Delmar Brewing Company, LLC*
- *Approving the Manufacturing Exemption request for Delmarva Printing & Design, Inc*
- *Approving the Manufacturing Exemption request for LWRC International, LLC*
- *Approving the Manufacturing Exemption request for Mason Dixon Machining, Inc*
- *Approving the Manufacturing Exemption request for Relcomm Technologies, Inc*

56  
57 *President Heath thanked Albert G. Allen, Virginia Bender, Dr. Katherine Jones, Dr. Francis Kane,*  
58 *and Louise Smith for serving on City Boards and Committees. He remarked that it was good for the*  
59 *City when the manufacturers are investing, and it was great seeing the Manufacturing Exemptions.*

60  
61 **RESOLUTION** – presented by Deputy City Administrator Andy Kitzrow

- 62
- ***Resolution No. 2883**– authorizing the Capacity Fee of the City’s Comprehensive Connection Charge to be waived for the redevelopment of 132 East Main Street*

63  
64  
65  
66 *Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve Resolution*  
67 *No. 2883 as presented.*

68  
69 **PUBLIC HEARING / ORDINANCES** – presented by City Attorney Mark Tilghman

- 70
- ***Ordinance No. 2506**- 2<sup>nd</sup> reading- pursuant to Chapter 17.228 of Title 17, Zoning of the Salisbury Municipal Code and Section 4-203 of the Land Use Article of the Annotated Code*

73 of Maryland to amend Chapter 17.196 Off-Street Parking and Loading Standards, Sections  
74 .020 E and H, .030 and .060, to reduce the number of vehicle parking spaces required and  
75 add requirements for bicycle parking  
76

77 President Heath asked anyone wishing to testify during either of the two Public Hearings  
78 scheduled for the meeting to stand and be sworn in. No one requested to be sworn in.  
79

80 Mr. Ireton moved and Mr. Boda seconded to approve Ordinance No. 2506 for second  
81 reading. Mr. Tilghman presented the Ordinance.  
82

83 President Heath opened the Public Hearing at 6:28 p.m. and as no one stood to speak,  
84 the Public Hearing was immediately closed.  
85

86 Ordinance No. 2506 was approved by unanimous vote in favor.  
87

- 88 • **Ordinance No. 2507**- 2<sup>nd</sup> reading- pursuant to Chapter 17.228 of Title 17, Zoning of the  
89 Salisbury Municipal Code and Section 4-203 of the Land Use Article of the Annotated Code  
90 of Maryland for the purpose of amending Section 17.76.020 A., to add Church or other  
91 place of worship as a permitted use in the Light Industrial District  
92

93 Mr. Tilghman presented Ordinance No. 2507 for second reading.  
94

95 Mr. Ireton moved and Ms. Jackson seconded to approve Ordinance No. 2507 for second  
96 reading.  
97

98 President Heath opened the Public Hearing at 6:30 p.m. and as no one stood to speak,  
99 the Public Hearing was immediately closed.  
100

101 Ordinance No. 2507 was approved by unanimous vote in favor.  
102

### 103 **ORDINANCES** – presented by City Attorney Mark Tilghman 104

- 105 • **Ordinance No. 2509**- 1<sup>st</sup> reading- authorizing the mayor to enter into a contract with the  
106 Department of Justice for the purpose of accepting grant funds in the amount of \$433,469,  
107 authorizing the mayor to enter into a sub-recipient agreement with Wicomico County  
108 Circuit Court and approving an amendment to the FY 2019 Grant Fund Budget to  
109 appropriate funds to enhance the Wicomico County Adult Drug Treatment Court  
110

111 Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance  
112 No. 2509 for first reading.  
113

- 114 • **Ordinance No. 2510**- 1<sup>st</sup> reading- approving an amendment to the FY 2018 Grant Fund  
115 budget to appropriate funds for improving Waterside Park through a new playing field,  
116 playground signage, parking lot, and stormwater improvements  
117

118 Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous to approve  
119 Ordinance No. 2510 for first reading.

- 120  
121 • **Ordinance No. 2511**- 1<sup>st</sup> reading- renaming a portion of North Division Street to Nock Way

122  
123 Mr. Boda moved and Ms. Jackson seconded to approve Ordinance No. 2511 for first  
124 reading.

125  
126 Mr. Boda moved to amend Ordinance No. 2511 by striking “Street” and inserting “Avenue”  
127 on Lines 11 and 37. Mr. Ireton seconded, and the amendment was unanimously passed.

128  
129 Ordinance No. 2511 for first reading, as amended, was approved by unanimous vote in  
130 favor.

- 131  
132 • **Ordinance No. 2512**- 1<sup>st</sup> reading- to remove parking from Waverly Drive between Carroll  
133 Street and South Boulevard

134  
135 Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous to approve  
136 Ordinance No. 2512 for first reading.

- 137  
138 • **Ordinance No. 2513**- 1<sup>st</sup> reading- authorizing the mayor to enter into an agreement with the  
139 Department of Homeland Security for the purpose of accepting grant funds in the amount of  
140 \$42,577 and approving a budget amendment of the grant fund to appropriate funds for the  
141 purchase of enhanced marine/dive operational equipment to be used by the Fire Department  
142 in the protection and delivery of emergency services to the citizens of the Salisbury Fire  
143 District

144  
145 Mr. Rudasill moved, Mr. Boda seconded, and the vote was unanimous to approve Ordinance  
146 No. 2513 for first reading.

147  
148 **MOTION TO CONVENE IN CLOSED SESSION**

149  
150 As there were no comments from the public, at 6:50 p.m. President Heath called for a motion to  
151 convene in Closed Session to obtain legal advice on a legal matter in accordance with the  
152 Annotated Code of Maryland §3-305(b)(7). Mr. Ireton moved, Mr. Boda seconded, and the vote was  
153 unanimous. Council immediately convened in Closed Session.

154  
155 **CONVENE IN OPEN SESSION / REPORT TO PUBLIC**

156  
157 While in Closed Session, at 7:10 p.m., Mr. Rudasill moved, Mr. Boda seconded, and the vote was  
158 unanimous to close the Closed Session. Council immediately convened in Open Session whereby  
159 President Heath reported that Council had met in Closed Session and received an update on the  
160 Federal Communications Commission (FCC) Small Cell Order.

161  
162 With no further business to discuss, the Open Session adjourned at 7:11 p.m.

163

CITY OF SALISBURY, MARYLAND  
CLOSED SESSION  
NOVEMBER 13, 2018

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*TIME & PLACE:* 6:50 p.m., Government Office Building, Council Chambers, Room 301  
*PURPOSE:* to consult with counsel to obtain legal advice on a legal matter  
*VOTE TO CLOSE:* Unanimous (5-0)  
*CITATION:* Annotated Code of Maryland §§3-305(b)(7)  
*PRESENT:* Council President John “Jack” R. Heath, Council Vice-President Muir Boda, Councilwoman April Jackson, Councilman James Ireton, Jr. (left at 7:04p.m.), Councilman R. Hardy Rudasill, Deputy City Administrator Andy Kitzrow, City Clerk Kimberly Nichols, City Attorney Mark Tilghman and Associate Attorney Peter Golba (arrived at 7:03 p.m.).

\*\*\*\*\*  
The City Council convened in Legislative Session on November 13, 2018 in Council Chambers, Room #301 of the Government Office Building. At 6:50 p.m., Mr. Ireton moved, Mr. Boda seconded, and the vote was unanimous to convene in Closed Session to consult with counsel on a legal matter.

City Attorney Mark Tilghman and Associate Attorney Peter Golba (arrived at 7:03 p.m.) explained the FCC Small Cell Order. After discussion with Council, counsel provided their recommendation on how the City should move forward.

At 7:10 p.m., the Closed Session adjourned on a motion by Mr. Rudasill which was seconded by Mr. Boda and approved by unanimous vote in favor.

Council then immediately convened in Open Session and President Heath reported to the Public that Council had met in Closed Session and discussed the FCC’s Small Cell order with legal counsel and received a recommendation.

Thereafter, the Open Session adjourned.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Council President



1 **CITY OF SALISBURY, MARYLAND**

2  
3 **REGULAR MEETING**

**NOVEMBER 26, 2018**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 *Council President John “Jack” R. Heath*  
8 *Council Vice-President Muir Boda*  
9 *Councilwoman April Jackson*

*Mayor Jacob R. Day*  
*Councilman James Ireton, Jr.*  
*Councilman R. Hardy Rudasill*

10  
11 **IN ATTENDANCE**

12  
13 *City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Fire Chief John Tull,*  
14 *Assistant Fire Chief James Gladwell, Infrastructure and Development Director Amanda Pollack,*  
15 *Grants Specialist Nancy Talbott, Mayor’s Office Intern George Swoyer, City Clerk Kim Nichols,*  
16 *City Attorney Mark Tilghman, and interested citizens.*

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

19  
20 *The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President*  
21 *John R. Heath called the meeting to order and asked for a moment of silent meditation in*  
22 *memory of Ofc. Aaron “Bull” Hudson. President Heath then invited Pastor Clarence Polk of the*  
23 *Unity Christian Fellowship of Salisbury, Inc. to the podium to provide the City Invocation,*  
24 *followed by the Pledge of Allegiance to the flag of the United States of America.*

25  
26 **ADOPTION OF LEGISLATIVE AGENDA**

27  
28 *Mr. Rudasill moved, Mr. Boda seconded, and the vote was unanimous to approve the legislative*  
29 *agenda as presented.*

30  
31 **CONSENT AGENDA** – *presented by City Clerk Kim Nichols*

32  
33 *The Consent Agenda, consisting of the following items, was unanimously approved on a motion*  
34 *and seconded by Mr. Boda and Mr. Rudasill, respectively:*

- *November 5, 2018 Council Meeting Minutes*
- *Resolution No. 2884- approving the appointment of Tom Truitt to the Friends of Poplar Hill Board of Directors for term ending November 2021*
- *Resolution No. 2885- approving the appointment of Lynn Cathcart to the Housing Board of Adjustments and Appeals for term ending November 2022*

35  
36 *President Heath thanked Ms. Cathcart and Mr. Truitt for serving on a committee and asked Mr.*  
37 *Truitt, present in the audience, to stand and be recognized.*

38  
39 **AWARD OF BIDS** – *presented by Procurement Director Jennifer Miller*

41 *The Award of Bids, consisting of the following items, was unanimously approved on a motion by*  
42 *Ms. Jackson that was seconded by Mr. Boda:*

- 43
- 44 • *Change Order #10, ITB A-19-101, WWTP BNR/ENR Upgrade* \$155,791.26
  - 45 • *Declaration of Surplus, Salisbury Fire Department- Turnout Gear*
  - 46 *& rescue Harnesses* \$ 0.00
- 47

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

- 49
- 50 • **Ordinance No. 2509**- 2<sup>nd</sup> reading- *authorizing the mayor to enter into a contract with the*  
51 *Department of Justice for the purpose of accepting grant funds in the amount of \$433,469,*  
52 *authorizing the mayor to enter into a sub-recipient agreement with Wicomico County*  
53 *Circuit Court and approving an amendment to the FY 2019 Grant Fund Budget to*  
54 *appropriate funds to enhance the Wicomico County Adult Drug Treatment Court*
- 55

56 *Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve Ordinance*  
57 *No. 2509 for second reading.*

- 58
- 59 • **Ordinance No. 2510**- 2<sup>nd</sup> reading- *approving an amendment to the FY 2018 Grant Fund*  
60 *budget to appropriate funds for improving Waterside Park through a new playing field,*  
61 *playground signage, parking lot, and stormwater improvements*
- 62

63 *Mr. Rudasill moved, Ms. Jackson seconded, and the vote was unanimous to approve*  
64 *Ordinance No. 2510 for second reading.*

- 65
- 66 • **Ordinance No. 2511**- 2<sup>nd</sup> reading- *renaming a portion of North Division Street to Nock Way*
- 67

68 *Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance*  
69 *No. 2511 for second reading.*

- 70
- 71 • **Ordinance No. 2512**- 2<sup>nd</sup> reading- *to remove parking from Waverly Drive between Carroll*  
72 *Street and South Boulevard*
- 73

74 *Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve Ordinance*  
75 *No. 2512 for second reading.*

- 76
- 77 • **Ordinance No. 2513**- 2<sup>nd</sup> reading- *authorizing the mayor to enter into an agreement with*  
78 *the Department of Homeland Security for the purpose of accepting grant funds in the*  
79 *amount of \$42,577 and approving a budget amendment of the grant fund to appropriate*  
80 *funds for the purchase of enhanced marine/dive operational equipment to be used by the*  
81 *Fire Department in the protection and delivery of emergency services to the citizens of the*  
82 *Salisbury Fire District*
- 83

84 *Mr. Ireton moved, Ms. Jackson seconded, and the vote was unanimous to approve*  
85 *Ordinance No. 2513 for second reading.*

86

- 87 • **Ordinance No. 2514**- 1<sup>st</sup> reading- authorizing the Mayor to enter into a contract with the  
88 Maryland Department of Planning for the purpose of accepting grant funds in the amount of  
89 \$50,000, authorizing the Mayor to enter into a sub-recipient agreement with the Salisbury  
90 Arts & Entertainment District, Inc. and approving a budget amendment to the FY2019 grant  
91 fund to appropriate funds to for the 2018 National Folk Festival

92  
93 Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous to approve  
94 Ordinance No. 2514 for first reading.

95  
96 **COUNCIL DISCUSSION**

97  
98 *There were no Public Comments.*

99  
100 *Mayor Day reported the following:*

101  
102 *The Ice Skating Rink will be opening at the Riverwalk Amphitheater on Saturday,*  
103 *December 1, 2018 with the ribbon cutting, scheduled for 12:00 noon, followed by open*  
104 *skating from 12:30 p.m. to 4:30 p.m. The rink will be open for four weekends during the*  
105 *month of December. The naming of the Amphitheater is for Pohanka Automotive Group,*  
106 *which acquired and donated the skating rink to the City.*

107  
108 *The JC's Christmas Parade will be held on Sunday, December 2, 2018 and the City*  
109 *Holiday Party will be held on Friday, November 30, 2018 at the Wicomico Civic Center.*

110  
111 *Funeral Services for Aaron "Bull" Hudson will be tomorrow, Tuesday, November 27,*  
112 *2018. At 10:00 a.m., the viewing will begin in the Normandy Room at the Wicomico Civic*  
113 *Center. The funeral begins at 12:00 noon. At 1:45 p.m., after the services, the last call for*  
114 *Officer Hudson will be made.*

115  
116 *The Legislative Session was adjourned at 6:30 p.m.*

117  
118 \_\_\_\_\_  
119 *City Clerk*

120  
121 \_\_\_\_\_  
122 *Council President*



## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Laura Baasland, Administrative Office Associate  
**Subject:** Appointment to the Parks and Recreation Committee  
**Date:** December 6, 2018

---

Mayor Day would like to appoint the following person to the Parks and Recreation Committee for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Dr. Brante' C. Dashiell	December 2021

Attached you will find information from Dr. Brante' C. Dashiell and the Resolution necessary for her appointment. Please forward this information to the City Council so it may be placed on their agenda at the next Council meeting. Please let me know if you have any questions.

Attachment

cc: Mayor Day

Dr. Brante' C. Dashiell  
228 Canal Park Dr.  
Salisbury, MD 21804  
Email: ecsconsult.dashiell@gmail.com  
Phone: 410.845.8528

November 9, 2018

Mr. Jacob R. Day, Mayor  
Office of the Mayor  
125 N. Division Street, #304  
Salisbury, MD 21801

Good Afternoon,

I am submitting my CV for consideration for an opportunity to serve on the Parks and Recreation Committee for Salisbury, Maryland.

As a native of Salisbury, Maryland and relocating back home; I believe that my experiences and expertise can make a contribution to enhance this committee and my personal and professional development. With over 27 years in working with children and families, ensuring that the environment within their community adds enrichment to their development is important. Providing recreational activities and clean, safe, and beautiful parks are tools that can be used to create positive experiences for the community, families, and those who are guests of our area.

Your consideration is appreciated. Feel free to contact me if you have any question or need any additional information.

Regards,

Dr. Brante' C. Dashiell

## **Brante` Celine Dashiell**

228 Canal Park Drive Salisbury, MD

Phone: 410-845-8528

Email: [ecsconsult.dashiell@gmail.com](mailto:ecsconsult.dashiell@gmail.com)

### **EDUCATION**

---

August 2016 Fischler School Education and Human Services Nova  
Southeastern University, Ft. Lauderdale, Florida

***Doctor of Education***

*Concentration Area, Special Education*

**Dissertation Title:** The Impact of the Perceptions and Attitudes of  
Administrators on School Discipline Policy

August 1998 the George Washington University, Washington D.C.

***Master of Education and Human Development***

***Major: Transitional Special Education***

May 1996 University of Maryland Eastern Shore, Princess Anne, MD

***Bachelor of Science, Rehabilitation Services***

August 2006

Courses toward Professional Certificate of  
Administration and Supervision Courses  
The University of Guam, Guam (6 credits)

September 2001 – 2002

Ph.D. student in Special Education  
School of Physical and Education Services  
College of Education  
The Ohio State University, Columbus, Ohio  
(60 credits)  
Emphasis: applied behavior analysis,  
behavior disorders, social skills

## **WORK EXPERIENCE**

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August 2016- August 2018 Higher Colleges of Technology, Women's College  
Abu Dhabi, United Arab Emirates

### **Education Division Chair**

#### **Assistant Professor**

Responsible for the ownership and overall successful delivery of the college's Education program, including curriculum, assessment, faculty development, and student progression. Assisting in the development of curriculum and programs and through participation in accreditation and benchmarking projects. Supervises faculty and students in the program to ensure that students achieve required learning outcomes to become future teachers; while teaching some courses and participating in student observations and evaluations during teacher practicum experiences. Manage student successes, and challenges and ensures the effective implementation of allotted budgetary requirements and the Quality Assurance system. Manages the scheduling and delivery of courses and ensure current relevance, build, and maintain relations with members from local industry and community partners. Actively participate as a vital member of the faculty management team and college leadership team, and represent the faculty on appropriate Academic and Industry Advisory Committees.

January 2013- June 2016 Western New Mexico University  
Silver, City, New Mexico

### **Assistant Professor of Special Education**

Plan, prepare, and implement a special education curriculum that is aligned with the state of New Mexico for pre- service teachers pursuing their undergraduate or graduate degree in special education/education/education leadership. Teach education/special education courses, supervise student teachers, and manage field experiences. Participate on various committees within the College of Education and campus wide.

September 2009-June 2011 Anne Arundel County Public Schools  
Annapolis, Maryland

### **Crisis Interventionist**

Provide consultation and assistance for school administrators, teachers and school team to provide behavioral supports and strategies for non- disabled students who exhibit challenging behaviors. Provide professional development to school teams;

participate in meetings relevant to targeted students and school-wide behavior plans.

The University of Maryland Eastern Shore  
Princess Anne, Maryland

May 2008- September 2008

**Program Director**

**DC Achievers Summer Academic Enrichment Program**

Plan and implement goals and objectives to prepare students for college success. Supervise day to day operations, manage budget, supervise all staff, while providing a rigorous residential/academic program to cultivate and enhance mathematical, and language arts skills, for rising high school seniors from the District of Columbia; while collaborating with the DC Success Foundation and the Bill and Melinda Gates Foundation to meet goals and objectives of grant proposal.

The Ridge School of the Eastern Shore  
Cambridge, Maryland

January 2007 – March 2008

**Principal, Assistant Director of Education**

Supervise and Implement education program for students with emotional/behavior disorders, grades 6<sup>th</sup>-12<sup>th</sup> while providing a general and special education curriculum and therapeutic environment. Manage and supervise educational team including teachers, teacher assistants, behavior specialist and education specialist. Adhere to Maryland State Department of Education and COMAR standards and regulations.

Wor- Wic Community College  
Salisbury, Maryland

September 2007- September 2008

**Part -Time Faculty**

Teach Introduction to Psychology. Guide students to reach their academic goals while discovering social, emotional, intellectual, areas of psychological development.



Northern Marianas College,  
School of Education  
Saipan, MP

April 2004 – December 2006

**Instructor/Special Education Coordinator**

Teach education courses to prepare pre-service teachers for the field of education k-8<sup>th</sup> grade. Assist in registration and provide academic advising for Education majors. Provide teacher training and field experiences. Prepare and present in-service seminars for public and private school teachers upon request. Conduct PRAXIS training workshops. Liaison between Public School System and college, to prepare pre-service teachers, and teachers for special education certification, teach courses and conducting workshops in the area of special education.

December 2005 –April 2006

**Acting Program Director Rehabilitation/Human Services Program**

Spearheaded the development and plan, and executed the goals and objectives according to the Rehabilitation Capacity Building Grant for Traditionally Underserved Populations (CFDA#84.315). Establish short/long-term planning, develop curriculum, and supervise all personnel, maintain financial, academic, and personnel records, and provide program reports. Act as primary contact for all outside agencies and institutions, as well as coordinate with those agencies.

August-December 2005

**Acting Director**

Assist Dean of Academic Programs and Services in establishing long-term and short term planning. Principal advisor to Dean on all matters related to management and instructional operation of the School of Education: coordinates and supervise all School of Education personnel, evaluate faculty for contract renewal, maintain financial, academic, personnel, and other records, provide program reports, budget input and other information to the Dean, Assist Dean with providing new personnel with orientation.

April 2004-August 2005

**Acting Associate Director**

Coordinate and collaborate with the Director of The School of Education to facilitate, plan and implement the delivery of Educational services for education of students. Collect and Compile faculty monthly reports. Facilitate the coordination of Interview committees for perspective faculty and staff. Coordinate All text book orders for The School of Education. Conduct all faculty meetings. Supervise front office staff. Oversee workload summary, and coordinate and facilitate the cyclical schedule of classes and room assignments.

February 2003 – September 2004      Epworth Christian School  
Laurel, Delaware

**Director of Direct Instruction/Special Education**

Supervise and coordinate DI curriculum for grades one through eight. Oversee the implementation of Individualized Education Plans for children with special needs. Provide support for teachers in making accommodations for those with academic, social, and physical challenges.

August 1999 – 2001                      Department of Education  
University of Maryland Eastern Shore  
Princess Anne, Maryland

**Lecturer/Grant Coordinator**

Teach undergraduate and graduate courses in special education and psychology. Coordinate Maryland State Improvement Grant in Special Education. Conduct PRAXIS training workshops. Supervise student teachers.

Department of Retention  
University of Maryland Eastern Shore  
Princess Anne, Maryland

**Study Skills Specialist**

Provide comprehensive workshops on test taking skills, and study skills to entry level college students.

**Lecturer/Mentor**

Provided workshops to freshmen students during a College Summer Bridge program and also assisted in the coordination of an off-campus team building retreat in Ocean City, Maryland.

August 1998 – June 1999              Riverside Hospital/Riverside Academy  
Washington D.C.

**Special Education Teacher**

Provide therapeutic learning environment for adolescents with emotional, psychological, and behavior challenges. Participate with a multi-disciplinary team to develop treatment plans for the student. Implement Individualized Education plans.

July 1998 – August 1998

The Accotink Academy  
Springfield, Virginia

**Lead Teacher**

Plan, implement and integrate curriculum emphasizing Language Arts, Science, Social Studies, and Math to meet the needs for students with learning disabilities and emotional disabilities ages nine through twelve for Summer Enrichment Program.

August 1997 – June 1998

For Love of Children (FLOC) Learning Center.  
Washington D.C.

**Intern/Co-Teacher**

Plan and implement the Individualized Education Program for assigned students with learning disabilities, serious emotional disabilities and behavior disorders. Responsible for classroom management and implementing curriculum and behavioral program.

October 1996 – May 1997

Office for Children, Fairfax County  
Department of Family Services  
Fairfax, Virginia

**Teacher I**

Plan daily experiences and projects for children Kindergarten through fifth grade, involving Performing Arts, Science and Technology, cultures, the nature world and active games.

July 1995 – September 1996

Maple Shade Special Treatment Center  
Mardela Springs, Maryland

**Residential Counselor/Teacher Assistant**

Develop a nurturing atmosphere in eight to fourteen year old severely emotionally disabled boys. Follow a structured daily schedule which included group therapy and specialized case management; provided based upon the needs of the resident. Prepared well-balanced meals and administered medication.

June – August 1989 – 1996

Wicomico County Recreation and Parks  
Department, Salisbury, Maryland

**Counselor**

Develop enrichment activities academic and socially for children age five through twelve. Plan field trips, coordinate talent shows and provide structured daily activities.

**College Level Courses Taught**

- Introduction to Psychology
- Behavior Management
- Special Education Curriculum and Methods
- Special Education Family School and Community
- Developmental Psychology
- Student Growth and Development
- Introduction to Special Education
- Introduction to Exceptional Populations
- Contemporary Education
- Foundations of Education
- Freshman Planning
- Special Education Evaluation and Assessment
- Assessment and Evaluation for Teachers
- Methods of Teaching Social Studies
- Multicultural Issues in Education
- Test Taking Skills and Preparation
- PRAXIS Test Preparation
- Student Teacher Orientation
- Student Development
- Nature/Nurture Needs of Students with Learning Disabilities
- Nature and Needs of Students with Emotional Disabilities and Behavioral Disorders
- Nature and Needs of Students with Intellectual Disabilities
- Methods of Teaching Social Studies
- Learning Theories in Early Childhood Education
- Early Childhood Education Practicum

**PROFESSIONAL AFFILIATIONS**

2018	National Association for the Education of Young Children
Inducted 2016	Delta Epsilon Iota
2015-Present	American Association of University Women
2015- Present	National Association of Professional Women

2014-Present	Chinese American Education Research and Development Association
Inducted 2011	Kappa Delta Pi, International Honor Society in Education
2009- Present	United States Distant Learning Association
2004 - 2006	Pacific Basin Interagency Leadership Council, Saipan
2005- 2006	Developmental Disabilities Leadership Council, Saipan
2001- 2002	Applied Behavior Analysis (ABA)
1997 – Present	Council of Exceptional Children (CEC)

## **COMMUNITY MEMBERSHIP and VOULUNTEER**

November 2017	Global Impact- Collaboration with Africare and Mwanzo Bora Nutrition Program Tanzania Village- Volunteer
August 2015-Present	American Foundation of Suicide Prevention “Out of the Darkness Community Walk”, Tucson, AZ
September 2007-2011	Vice President Canal Woods I Condominium Association

## **AWARDS AND RECOGNITIONS**

2006- 2007	Recipient of “Who’s Who Among Americas Teachers”
2005 -2006	Recipient of “Who’s Who Among Americas Teachers”

## **GRANTS**

April 2008- September 2008	“DC Achievers Summer Academic Enrichment Program” DC Success Foundation/Bill and Melinda Gates Foundation University of Maryland Eastern Shore, Princess Anne, MD Award: \$500,000 (private funding)
December 2005- 2006	Rehabilitation Capacity Building Grant for Traditionally Underserved Populations, (CFDA#84.315). United States Department of Special Education and Rehabilitation Services Northern Marianas College, Saipan Award: \$1,000,000 (five year grant)
September 1999-2001	Maryland State Improvement Grant (special education) Maryland State Department of Education University of Maryland Eastern Shore, Princess Anne, MD Award: 75,000

September 1999-2001      Maryland Service Learning Mini Grant  
Maryland State Department of Education and  
Salisbury University, Salisbury, MD  
Award: \$1,000 (each semester)

## **OTHER PROFESSIONAL ACTIVITIES**

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March 2018      Invited Guest Audience Member of TED Talk: Higher  
Colleges of Technology Ras Al Khaimah  
United Arab Emirates

March 2018      Neuroscience and Education Conference,  
United Arab Emirates

October 2017      Harvard Review, Education Management Annual Conference  
United Arab Emirates

August 2017      Program Review and Audit Committee  
Education Division, Higher Colleges of Technology  
United Arab Emirates

January 2017      Reviewer for Chinese American Educational Research and  
Development Association: Proposal submissions for  
"Moving Forward: Continuing towards Quality Educational  
Research and Practice" to celebrate CAERDA's 25 years of  
achievement.

September 2016      E-Textbook and Curriculum Committee Co-Chair  
Education Higher Colleges of Technology  
United Arab Emirates

March 2016      Invited Panel Participant  
Person NES/New Mexico Standard Setting Conference  
Albuquerque, New Mexico

January 2016      New Mexico Teach Evaluation Training  
New Mexico Public Education Department

December 2015      Reviewer for Chinese American Educational Research and

Development Association: Proposal submissions for  
2016 International Conference

August 2015- 2016	Athletic Committee Western New Mexico University
June 2015	Invited presenter for Chinese American Research & Development Association International Conference “What About Us?” Supporting Special Educators and Administrators in Rural Schools (research and findings) <i>Blind peer reviewed and scored</i> National Taichung University of Education Taichung City, Taiwan
January 2013- 2016	Professional Education Committee School of Education Western New Mexico University, Silver City, NM
January 2013-2015	Academic Integrity Committee Western New Mexico University
August 2013	Invited Guest Speaker/Panelist Forum in commemoration of the 50th anniversary of “The March on Washington” Western New Mexico University, Silver City, NM
February 2013	Invited Guest Speaker/Panelist for “Black History Month” Topic: Who was your mentor? Western New Mexico University, Silver City, NM
Fall Semester 2013	Diversity Committee for College of Education Western New Mexico University
September 2013	Student Discipline and Appeals Committee Western New Mexico University, Silver City, NM
October 2007	Presenter for Second Biennial International Workshop Global Perspectives in Education: Emerging challenges, opportunities, and innovative approaches. To Know Me Is To Teach Me: Developing Rapport with Culturally Diverse Students Capetown, South Africa

March 2006	<p>“Invisible Disabilities” – “Disabilities Awareness Month”  Half-day workshop for Developmental Disabilities Council  Focus- learning disabilities  Northern Marianas Islands, Saipan</p>
Spring Semester 2006	<p>AD HOC Committee for Human Resources – (appointed  Position)  Northern Marianas College, Saipan</p> <p>Institutional Priorities Committee  Northern Marianas College, Saipan</p> <p>Interview Committee for Dean of Academic Programs and  Services  Northern Marianas College, Saipan</p>
October 2005	<p>Presenter  “Invisible Disabilities” - “Disabilities Awareness Month”  Half-day workshop for Developmental Disabilities Council,  Focus- learning disabilities, behavior disorders, emotional  disorders  Northern Marianas Islands, Saipan</p>
November 2005 - present	<p>Licensed Educational Consultant/Owner  ECS Consulting Services  Salisbury, Maryland</p>
Fall semester-2005	<p>Presenter  CNMI Public School System, Saipan,  Special Education Department-Professional Development  “Things I Need to Know About the Praxis”  Northern Marianas, Islands, Saipan</p> <p>Presenter  CNMI Public School System  General Education Professional Development  “Things I need to Know About The Praxis”  Northern Marianas Islands, Saipan</p>



September 2005-2006	Council Advisory for Developmental Disabilities- (appointed position) Pacific Basin Northern Marianas Islands, Saipan
April 2004 – December 2006	Senator, The School of Education Northern Marianas College, Saipan  Strategic Planning Committee (appointed position) Northern Marianas College, Saipan
September 1999 -2000	IFTE (Inter-Institutional Forum for Teacher Education) University of Maryland Eastern Shore, Princess Anne  New Faculty Initiatives Member University of Maryland Eastern Shore, Princess Anne  Search Committee-Guidance Counseling, Reading Specialist University of Maryland Eastern Shore, Princess Anne  Recipient of Maryland Service Learning Mini-Grant University of Maryland Eastern Shore, Princess Anne  Maryland Student Service Alliance Learn and Serve Americas Sub-Grant Review Team  Keynote Speaker for University of Maryland Eastern Shore, Department of Rehabilitation Services Symposium

**Publications**

Brante C. Dashiell. (2016). The Impact of the Perceptions and Attitudes of Administrators on School Discipline Policy. Doctoral dissertation.

**Manuscript Submitted**

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Dashiell, Brante (2002). “To Know Me is to Teach Me”: Developing Rapport Through Cultural Awareness. *Peer reviewed* manuscript submitted for publication.

**References Available Upon Request**

1 **RESOLUTION NO. 2886**

2  
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following  
4 individual is appointed to the Parks and Recreation Committee, for the term ending as  
5 indicated.

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<u>Name</u>	<u>Term Ending</u>
8 Dr. Brante' C. Dashiell	December 2021

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10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on December \_\_\_\_\_, 2018.

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14 ATTEST:

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18 Kimberly R. Nichols  
19 CITY CLERK

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2018

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27 \_\_\_\_\_  
28 Jacob R. Day  
29 MAYOR, City of Salisbury



## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Laura Baasland, Administrative Office Assistant  
**Subject:** Re-appointment to the Salisbury Zoo Commission  
**Date:** December 6, 2018

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Mayor Day would like to re-appoint the following person to the Salisbury Zoo Commission for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Lee Beauchamp	December 2021

Attached you will find information from Lee Beauchamp and the Resolution necessary for his re-appointment. Please forward this information to the City Council so it may be placed on their agenda at the next Council meeting. Please let me know if you have any questions.

Attachment

cc: Mayor Day

November, 30 2018

Mayor Day  
City of Salisbury  
125 North Division St  
Salisbury, MD 21804

Dear Mayor Day:

I am writing to express my interest in continuing as a member of the City of Salisbury Zoo Commission. I have attached a copy of my resume for your review and consideration.

Thank you for your time and consideration.

Sincerely,

*Lee Beauchamp*

Lee Beauchamp, P.E.  
30591 Bennett Rd  
Salisbury, Maryland 21804  
(443) 880-2301  
[lee.beauchamp@gmail.com](mailto:lee.beauchamp@gmail.com)

**Lee R. Beauchamp, P.E.**

30591 Bennett Rd \* Salisbury, MD 21804  
(443)-880-2301 \* [lee.beauchamp@gmail.com](mailto:lee.beauchamp@gmail.com)

**Education**

- |   |             |
|---|-------------|
| <b>Wilmington University, Georgetown DE 1997</b>  | <b>2008</b> |
| <ul style="list-style-type: none"><li>• Masters of Business Administration degree</li></ul>   |             |
| <b>University of Delaware, Newark DE 1971</b>   | <b>2005</b> |
| <ul style="list-style-type: none"><li>• BS degree in Civil Engineering</li></ul>  |             |
| <b>Delaware Technical &amp; Community College, Georgetown DE 1997</b>   | <b>2002</b> |
| <ul style="list-style-type: none"><li>• Degree Program – Engineering Technology</li><li>• Transferred to align my education with my goal of becoming a civil engineer</li></ul> |             |

**Professional Experience**

- |  |   |
|--|---|
| <b>Vice-President of Operations<br/>Veteran Builders</b>   | <b>Delmarva<br/>2/2015 to Present</b>           |
| <ul style="list-style-type: none"><li>• Responsible for business operations of the company, increasing annual sales, and managing subcontractors. Reviewing bids and proposals, negotiating contracts for different projects, and client relations. Project list available upon request.</li></ul>   |   |
| <b>Director of Public Works<br/>Maryland</b>   | <b>Wicomico County,<br/>8/2013 to 1/2015</b>    |
| <ul style="list-style-type: none"><li>• Managed both the Roads and Solid Waste Divisions of Wicomico County Public Works. The department has over 100 full time and 20 part time staff with a yearly operating budget of approximately \$12 mil.</li><li>• Major assets include 700 miles road network, 126 ac sanitary landfill, 11 solid waste convenience centers, and two operational complexes with multiple buildings.</li></ul> |   |
| <b>Deputy Director of Environmental Services<br/>Cortlandt Manor, NY</b>   | <b>Town of Cortlandt,<br/>10/2010 to 7/2013</b> |
| <ul style="list-style-type: none"><li>• Responsible Operator in Charge of the Town of Cortlandt water distribution system consisting of 160mi of 4in to 16in water mains with approximately 8500 service connections to serve a population of 28,000.</li></ul>  |   |

- Responsible Operator in Charge of the Town of Cortlandt sewer collection system consisting of three sewer districts with three 750 gpm pump stations serving approximately 8,000 residents.
- Direct supervisor and manager of water and sewer department staff (10FTE) that includes both maintenance and administrative staff.
- Provide supervision to Highway (28FTE), Sanitation (35FTE), Parks (9FTE) operations departments as needed.

**Project Engineer  
Public Works, Salisbury MD**

**City of Salisbury  
10/2007 to 09/2010**

- Continually manage over 25 active infrastructure projects ranging from elevated water storage tank to water production well rehabilitation.

**Staff Engineer  
Salisbury MD**

**AES Architech,  
6/2005 to 7/2007**

- Design of storm drain and sanitary sewer systems to include pipe capacity analysis, pipe alignment and profiles.
- Develop construction drawings and specifications

**President  
Carpentry Corporation, Salisbury MD**

**Beauchamp Custom  
1/2002 to 12/2013**

- General Contractor specializing in custom homes and remodeling
- Schedule and supervise subcontractor of trades involved with residential and light commercial construction
- Licensed Maryland Home Improvement Contractor

## **Military Experience**

**Delaware Army National Guard, Wilmington DE**

**9/2000 to present**

- Staff Sergeant, Grade Level E-6
- Trumpet and French Horn Player for the 287th Concert Band
- Marksmanship Coordinator for the 287<sup>th</sup> Army Band
- Provide Nuclear, Biological, and Chemical (NBC) training and scheduling. Certified M8 Chemical Agent Alarm Operator/ Trainer.
- Supervise the sound reinforcement team for live concert performances, studio recording and small ensemble performances

## **Professional Certification and Accreditation**

- Board of Director for County Engineers Association of Maryland(2014-2015)
- NY Public Water System Operator Certification Grade D (October 2011)
- NY Professional Engineer Lic# 089799 (July 2011)
- MD Professional Engineer Lic# 38272 (January 2010)
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)
- Land Surveyor in Training (LSIT)
- State of Delaware-Sediment and Stormwater Management Certification (Feb 2007)
- Maryland Highway Administration-Temporary Traffic Control Manager
- State of Maryland-Erosion and Sediment Control Certification (Feb 2007)
- Successfully completed the Fundamentals of Land Surveying Exam (Oct 2006)
- Successfully completed the Fundamentals of Engineering Exam (April 2005)

## **Other Related Work Training and Skills Development**

- Certification of Training in Asset Management from Indiana University
- Fundamentals of Sustainable Development, pre course for Certified Sustainable Development Professional
- DNR – Certificate of Boating Safety Education
- FEMA Incident Command System courses 100A, 700A, and 200A.

## **Honors, Awards and Activities**

### **Honors and Awards**

- Certificate of Appreciation from the City of Salisbury
- Nomination for NCO of the Year for the 772<sup>nd</sup> Troop Command Unit, DANG (2011)

### **Other Activities**

- Eastern Shore Sailing Association, avid and active racer and former Race Captain
- SSI Scuba Open Water Diver Certification
- Licensed Private Pilot for fixed wing aircraft

### **Engineering Technology Experience**

- Proficient with field sampling equipment for water quality testing of potable water
- Proficient with acoustical leak detection and sound correlation equipment
- AutoCAD Civil 3D 2010
- ArcGIS



1 **RESOLUTION NO. 2887**

2  
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following  
4 individual is re-appointed to the Salisbury Zoo Commission, for the term ending as  
5 indicated.

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<u>Name</u>	<u>Term Ending</u>
Lee Beauchamp	December 2021

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11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held December \_\_\_\_\_, 2018.

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14 ATTEST:

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19 Kimberly R. Nichols  
20 CITY CLERK

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

21  
22 APPROVED BY ME THIS

23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2018

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28 \_\_\_\_\_  
29 Jacob R. Day  
MAYOR, City of Salisbury



## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Laura Baasland, Administrative Office Associate  
**Subject:** Re-Appointment to the Salisbury Zoo Commission  
**Date:** December 6, 2018

---

Mayor Day would like to re-appoint the following person to the Salisbury Zoo Commission for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Ronald G. Alessi Sr.	December 2021

Attached you will find information from Mr. Alessi and the Resolution necessary for his re-appointment. Please forward this information to the City Council so it may be placed on their agenda for the next Council meeting. If you have any questions, please let me know.

Attachment:

Cc: Mayor Day

**Ronald G. Alessi Sr.**

5388 Royal Mile Boulevard  
Salisbury, Maryland 21801  
410-749-0198  
ronalessi@prodigy.net

November 23, 2018

Jacob Day, Mayor  
City of Salisbury  
125 North Division St.  
Salisbury, Maryland 21801

Dear Mayor Day:

My appointment to the Salisbury Zoo Commission expires December 31, of this year.  
I would like to be reappointed for another three year term.

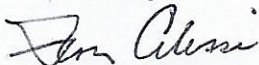
Because of my experience and my love of our Zoo, I will continue to be a positive influence to help carry on our goals, to advocate for our animals, our environment and to promote our important mission of education.

Salisbury Zoo is a tremendous asset to our community. It offers opportunities for everyone to enjoy regardless of their financial resources. It provides an atmosphere for families to spend time together in a safe, relaxing setting . It is also a gateway to the city park and " Ben's Red Swings".

I thank you for allowing me to be a part of our Zoo and, I appreciate your consideration of appointing me to an additional three year term.

I have attached a copy of my up dated resume for your perusal.

Sincerely:



Ronald G. Alessi Sr.

## **Ronald G. Alessi Sr.**

5388 Royal Mile Boulevard

Salisbury, Maryland 21801

410-749-0198

ronalessi@prodigy.net

### RESUME

**NOVEMBER 2018**

**Born February 28, 1940**

**Baltimore, Maryland**

**Married 1962 - Kathleen (Sweeney) Alessi**

**Three Children, four Grandchildren & six Great Grandchildren**

#### **Education:**

**Graduated Boy's Latin School, Baltimore, Md. 1958**

**Attended Fairleigh Dickinson University - one year**

#### **Business Experience:**

**Managed Hudson Inc. (Building Supplies) 1962 - 1970**

**Owned Allstate Building Supply Co., Inc. 1970 - 1999**

**Owned Pocahontas, Inc. (Concrete manufacture) 1982 - 1998**

**Owned Salisbury Building Supply Co., Inc. sold 1999**

**Started Alessi Inc. - General Contractors 1999**

**Started Alessi Properties LLC 1999**

**Assisted management in the turnaround of Green Hill Yacht & Country Club 2003 - 2006**

#### **Awards:**

**Charles Espenshade Memorial Award for outstanding Service by Associated Builders and Contractors, Eastern Shore Chapter 1985**

**Salisbury Area Chamber of Commerce Small Business of the Year Award 1989**

**Tri-County District Boy Scouts of America Distinguished Citizen Award 2006**

#### **Civic & Trade Associations:**

**Past President Associated Builders and Contractors Inc., Baltimore Chapter**

**Past President Associated Builders and Contractors Inc., Eastern Shore Chapter**

**Past President Associated Builders and Contractors of Maryland, Inc.**

**Past President Friends of the Salisbury Zoo**

**Salisbury Zoo Commission Member since 1990**

**Past Treasurer of the Delmarva Water Transport Committee**

**Campaign manager Delegate Ellen Sauerbrey (Md. house) 1982 - 1986**

**Elected to the Baltimore County Republican Central Committee 1982- 1986**

**Elected to the Wicomico County Republican Central Committee 1989 - 1998**

**Chairman Wicomico County Republican Central Committee 1994 - 1998**

**Honorary Chairman Sauerbrey for Governor 1998**



**Ronald G. Alessi Sr.**

**RESUME**

**Page 2**

**NOVEMBER 2018**

**Past member of the Maryland business - Industry political action committee**

**Past member of the St. Frances de Sales Parish Council**

**Past Treasurer and Board member- Lower Shore Enterprises**

**Past member of the Advisory Council of the Family Support Center (Shore Up)**

**Past member of the Advisory Council UMES Construction Program**

**Past member University Colligate Conservative Society Inc. Advisory Board (SU)**

**Past member of the Board of Directors - Girl Scouts of the Chesapeake Bay**

**Past member Lower Shore Advisory Council Girl Scouts of the Chesapeake Bay**

**Past member of the Wor-Wic Foundation**

**Past member board of directors Village of Hope**

**Member of the Magi Fund Committee**

1 **RESOLUTION NO. 2888**

2  
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following  
4 individual is re-appointed to the Salisbury Zoo Commission, for the term ending as  
5 indicated.

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<u>Name</u>	<u>Term Ending</u>
Ronald G. Alessi Sr.	December 2021

8  
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10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on December \_\_\_\_\_, 2018.

13  
14 ATTEST:

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17 \_\_\_\_\_  
18 Kimberly R. Nichols  
19 CITY CLERK

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2018

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27 \_\_\_\_\_  
28 Jacob R. Day  
29 MAYOR, City of Salisbury



## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Laura Baasland, Administrative Office Associate  
**Subject:** Re-appointment to the Friends of Poplar Hill Mansion Board of Directors  
**Date:** December 6, 2018

---

Mayor Day would like to re-appoint the following person to the Friends of Poplar Hill Mansion Board of Directors for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Jeanne Mears	December 2021

Attached you will find information from Jeanne Mears and the Resolution necessary for her re-appointment. Please forward this information to the City Council so it may be placed on their agenda for the next Council meeting. Please let me know if you have any questions.

Attachment

cc: Mayor Day

Jeanne Mears

6315 Willow Creek Drive

Salisbury, MD 21801

November 6, 2018

Dear Mayor Day,

The purpose of this letter is to request reinstatement to the Board of Poplar Hill Mansion. I have served as a member of the board for the past two years. During that time, I also served as Hospitality Chairman. I very much enjoy working for the continued preservation of the mansion and all the activities to educate others about the mansion.

I appreciate your consideration and support and look forward to continued service at Poplar Hill Mansion.

Sincerely,

*Jeanne Mears*

Jeanne Mears



# Billie Jean Mears

6315 Willow Creek Dr., Salisbury, MD 21801 | C: 410.430.2054 | [jmears36@gmail.com](mailto:jmears36@gmail.com)

## EDUCATION

1970 Nassawadox Nursing School, Nassawadox, VA

1966 Wicomico High School

## PROFESSIONAL EXPERIENCE

1970-2013 Licensed Practical Nurse, Peninsula Urology

## VOLUNTEER EXPERIENCE

Vice-Chair, Friends of Poplar Hill Mansion Board

Hospitality Chair, Poplar Hill Mansion

PLUS Volunteer, Peninsula Regional Hospital

Service Excellence Representative, Special Care Nursery

Mentor, Wicomico County Public Schools

Genesis Rehabilitation Center

Wicomico County Humane Society

## PROFESSIONAL MEMBERSHIPS

American Urological Nursing Association

Maryland Nurses Association

## OTHER MEMBERSHIPS

AARP

Wicomico Conservative Republican Women's Club

GFWC Wicomico Women's Club

Willow Creek HOA Board

Notaries Public of Maryland

1 **RESOLUTION NO. 2889**

2  
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following  
4 individual is re-appointed to the Friends of Poplar Hill Mansion Board of Directors, for  
5 the term ending as indicated.

6  
7 Name Term Ending  
8 Jeanne Mears December 2021  
9

10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on December \_\_\_\_\_, 2018.

13  
14 ATTEST:

15  
16  
17 \_\_\_\_\_  
18 Kimberly R. Nichols  
19 CITY CLERK

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS  
23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2018  
25

26  
27 \_\_\_\_\_  
28 Jacob R. Day  
29 MAYOR, City of Salisbury



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Laura Baasland, Administrative Office Associate  
**Subject:** Re-Appointment to the Salisbury Wicomico Planning and Zoning Commission  
**Date:** December 6, 2018

---

Mayor Day would like to re-appoint the following person to the Salisbury Wicomico Planning and Zoning Commission for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Charles R. "Chip" Dashiell	December 2023

Attached you will find information from Mr. Dashiell and the Resolution necessary for his re-appointment. Please forward this information to the City Council so it may be placed on their agenda for the next Council meeting. If you have any questions, please let me know.

Attachment:

Cc: Mayor Day

## BIOGRAPHICAL INFORMATION

### CHARLES R. "CHIP" DASHIELL, JR.

Charles R. "Chip" Dashiell, Jr. is a principal in the law firm of Hearne & Bailey, P.A., located in Downtown Salisbury. He has been a practicing attorney with that firm since his admission to the Maryland Bar in 1973. He received his undergraduate and law degrees from Wake Forest University.

Mr. Dashiell currently serves as Chairman of the Salisbury-Wicomico Planning & Zoning Commission. He served as Vice President of the Wicomico County Council from 2002-2006. He is a member and Treasurer of the Board of Directors, First Shore Federal Savings and Loan Association. He is former Chair of the Board of Trustees of Wesley College; Past Chair of the Greater Salisbury Committee, and Past President of the Salisbury Area Chamber of Commerce. His community involvement has included service on the Board of Salisbury Neighborhood Housing Service; Central City District Commission; Board of the Community Foundation of the Eastern Shore; Wor-Wic College Foundation; and the Blood Bank of Delmarva.

Mr. Dashiell is a life-long member of Asbury United Methodist Church in Salisbury. He is married to Ruby B. Dashiell, a retired school psychologist with the Wicomico County Board of Education.

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**RESOLUTION NO. 2890**

BE IT RESOLVED, by the City of Salisbury, Maryland that the following individual is re-appointed to the Salisbury Wicomico Planning and Zoning Commission, for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Charles R. "Chip" Dashiell	December 2023

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on December \_\_\_\_\_, 2018.

ATTEST:

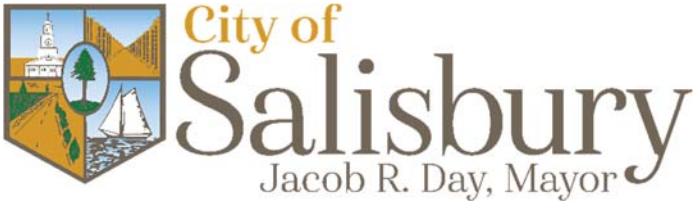
\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

\_\_\_\_\_  
John R. Heath  
PRESIDENT, City Council

APPROVED BY ME THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Jacob R. Day  
MAYOR, City of Salisbury



## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Laura Baasland, Administrative Office Associate  
**Subject:** Re-appointment to the Disability Advisory Committee  
**Date:** December 6, 2018

---

Mayor Day would like to re-appoint the following person to the Disability Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Timothy Meagher	December 2021

Attached you will find information from Mr. Meagher and the Resolution necessary for his appointment. Please forward this information to the City Council so it may be placed on their agenda for the next Council meeting. If you have any questions, please let me know.

Attachment:

Cc: Mayor Day

December 3, 2018

The Honorable Jacob Day  
Mayor, City of Salisbury  
125 North Division Street  
Salisbury MD 21801

Dear Mayor Day,

This letter serves to express my interest and desire to continue serving on the Disability Advisory Committee for the City of Salisbury. Therefore I request your consideration of my reappointment to this committee.

Over the past several years the committee has accomplished many goals related to increasing awareness of the needs of the disabled population. Many challenges remain in the areas of improved accessibility and employment. I feel that my continued involvement on this committee would be an asset to the city.

Thank you for your consideration and attention to this matter.

Respectfully,

Timothy M. Meagher

Timothy M. Meagher  
221 Middle Boulevard  
Salisbury MD 21801

1 **RESOLUTION NO. 2891**

2  
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following  
4 individual is re-appointed to the Disability Advisory Committee, for the term ending as  
5 indicated.

6  
7 

<u>Name</u>	<u>Term Ending</u>
8 Timothy Meagher	9 December 2021

10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on December \_\_\_\_\_, 2018.

13  
14 ATTEST:

15  
16  
17 \_\_\_\_\_  
18 Kimberly R. Nichols  
19 CITY CLERK

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2018

25  
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27 \_\_\_\_\_  
28 Jacob R. Day  
29 MAYOR, City of Salisbury



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**INTER**

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**OFFICE**

# MEMO

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## Office of the Mayor

**To:** City Council  
**From:** Laura Soper  
**Subject:** Enterprise Zone Eligibility – Pure Fitness LLC  
**Date:** December 6, 2018

Attached is a copy of the application requesting Enterprise Zone designation for Pure Fitness LLC that I received from Tara Smith. I have reviewed this application and, to the best of my knowledge, this establishment meets all of the qualifications to be so designated. This property is located within the boundaries of the City's Enterprise Zone, and this company has invested more than \$50,000 in the property and/or has hired (or will hire) two or more NEW full time employees since locating in the Enterprise Zone.

I recommend that the City Council adopt the attached resolution designating Pure Fitness LLC located at 600 Glen Ave, eligible to receive the benefits of the Enterprise Zone.

As a reminder, companies that are declared eligible for enterprise zone benefits are able to receive either a one time Income Tax Credit of \$1,000 per new employee hired or a 10 year Property Tax Credit. The purpose of this program is to encourage industries to locate in areas identified as enterprise zones and to reinvest in such properties.

cc: Mayor Day  
Julia Glanz  
Kim Nichols

Attachments

**Application for Maryland State Enterprise Zone Certification in  
Salisbury-Wicomico County, Maryland**

This application will determine whether your business, property, or developer is eligible for Maryland Enterprise Zone tax credits. If determined to be eligible, you will receive a letter from the Enterprise Zone Administrator indicating which tax credit(s) you are eligible to receive.

**Applying For:**

Income Tax Credit

Real Property Tax Credit

Personal Property Tax Credit (Applies only to Focus Area Zones)

**This Section is to be filled by Local Zone Administrators Only**

The Real Property Credit

A ten-year credit against local property taxes is available to companies that locate, expand, or substantially improve business properties in the Enterprise Zone. The property tax credit is equal to 80% of the difference between the base value of the property (the assessment in the year prior to new construction, expansion, or substantial improvement) and the newly assessed value of the property after the investment is made. The property tax credit is 80% for five years. During the last five years, the property tax credit declines 10% annually; the credit is 70%, 60%, 50%, 40%, and 30% respectively. This tax credit is administered to the real property owner in their Property Taxes.

**Necessary Qualifications**

- Applicant must plan to make a capital investment in its property of \$50,000 or more
- Applicant should be mindful of having a base assessment done before commencing work
- Applicant should apply after receiving all required building permits and before or at the beginning of construction.
- Only commercial properties may apply, any portion of the property devoted to residential use may not receive the credit
- In order to receive a property tax credit for the next taxable year (beginning on July 1 when the tax bill is issued), the local Zone Administrator must certify to the Department of Assessments and Taxation the eligibility of a particular business by no later than the end of the preceding calendar year on December 31st.
- The granting of an Enterprise Zone property tax credit is affected by the timing of the completion of capital improvements, the assessment cycle, and how the improvements are assessed. (I.E. the improvement must change the value of the real property)
- The law states that the credit shall be granted to the "owner" of a qualified property. In cases where a lessee make the capital improvements, the lessees should make a contractual provisions with the owner of the qualified property regarding receipt of the property tax credit.

### The State Income Credit

This credit is applied to your state income taxes, and its value is based on the number and type of new employees hired by the business. To receive the credit the business must meet the following:

- Must have hired two or more employees that meet necessary qualifications
- Must have been hired after the date on which the Enterprise Zone was designated or the date on which the business relocated in the Enterprise Zone, whichever is later.
- Must be filling a new position or replacing an employee who was previously certified as economically disadvantaged
- Must have been employed at least 35 hours a week for at least six months
- Must be paid at least 150% of the federal minimum wage throughout his or her employment by a business entity before or during the taxable year for which the entity claims a credit
- Must have spent at least half of his or her working hours in the Enterprise Zone or on activities directly resulting from the business location in the zone
- Must be a new employee or an employee rehired after being laid off by the business for more than one year

There are two types of income tax credits. If the employee is not economically disadvantaged, you may qualify for a one-time credit of \$1,000 per employee. If the employee is economically disadvantaged (as determined by the Maryland Jobs Service), you may take a credit up to \$3,000 of the employee's wages in the first year of employment. The credit is \$2,000 in the second year, and \$1,000 in the third. Once/if you have been certified, you can claim these credits upon filing a Tax Return.

- To be eligible, an applicant must answer all questions in Sections A and B
- If applying for the "Property" tax credit, please complete Section C
- If applying for the "Employment (income)" tax credit, please complete Section D
- If the account is located in Focus Area and you are applying for the "Personal Property" tax credit, please complete Section E

**Section A: Applicant Information**

Name of Business / Developer applying for Enterprise Zone credits:

Pure Fitness, LLC

Name of Contact Person: Tara Smith

Title: Office manager

Phone: 410-742-7697

Email: tara.lynn.smith41@gmail.com

Mailing Address: Po Box 2277 Salisbury, MD 21802

**Section B: Enterprise Zone Property Information**

Enterprise Zone Property Address: 600 Glen Avenue Salisbury, MD 21804

Property Tax Account Number: \_\_\_\_\_

Property Ownership: Empire Fitness

Lease: \_\_\_\_\_ Own:

**Section C: Enterprise Zone Property Improvements Information**

To be eligible for Enterprise Zone property tax credits, the application must be submitted prior to the project completion date and issuance of User/Occupancy Permits. If the developer or company making property improvements is applying on behalf of the property owner, the property owner must concur with the application by co-signing below. The property tax credits are automatically applied to the property tax bill (i.e., directly awarded to the property owner only). If you are not applying for the property tax credit, this section may be left blank.

Owner of the Real Property: Empire Fitness, LLC / Tony Taghipour

Mailing address of property owner: Po Box 2277, Salisbury, MD 21802

Phone: 443-235-6611

Email Address: tony.tagh@gmail.com

Project Start Date: 10/1/18

Anticipated Project Completion Date: 11/30/18

Briefly describe capital improvements plans: Completely renovate the inside and outside

Type of Construction and Costs

Cost of building(s) & land (acquisition): \$ 2,050,000.00

New Construction: \$ 40,000.00

Rehabilitation: \$ 1,000,000.00

Cost of new machinery & equipment\*: \$ 250,000.00

I agree as a condition of certification to provide all data required by the Enterprise Zone Administrator as requested.

Name of Applicant: Tony Taghipour Position/Title: Owner

Applicant Signature: [Signature] Date: 11/6/18

Name of Property Owner: Tony Taghipour Position/Title: \_\_\_\_\_

Property Owner Signature: [Signature] Date: 11/6/18

\*Cost of new machinery & equipment is not a part of real property assessment.

## Laura Soper

---

**From:** Connie Klaverweiden  
**Sent:** Tuesday, November 20, 2018 9:16 AM  
**To:** Laura Soper; Olga Butar  
**Cc:** Keith Cordrey  
**Subject:** RE: Enterprise Zone application

Laura,

Since this a new business, there is no debt past or present due under their personal property tax ID or real estate tax ID. Looks like the real estate is owned by Empire Fitness LLC.

### Connie Klaverweiden

Revenue Supervisor  
Finance Department  
City of Salisbury  
125 N. Division Street, Room 103  
Salisbury, MD 21801  
410-548-3110



---

**From:** Laura Soper  
**Sent:** Monday, November 19, 2018 1:07 PM  
**To:** Olga Butar <obutar@salisbury.md>; Connie Klaverweiden <cklaverweiden@salisbury.md>  
**Cc:** Keith Cordrey <kcordrey@salisbury.md>  
**Subject:** RE: Enterprise Zone application

Hi Connie,  
Let me know when you get the chance, the timeline for this application is a little tight – so I'm trying to expedite it.  
Thank you  
Laura

---

**From:** Olga Butar  
**Sent:** Wednesday, November 14, 2018 3:13 PM  
**To:** Connie Klaverweiden  
**Cc:** Keith Cordrey; Laura Soper  
**Subject:** FW: Enterprise Zone application

Connie,

## Laura Soper

---

**From:** Amanda Pollack  
**Sent:** Thursday, November 15, 2018 9:52 AM  
**To:** Laura Soper  
**Cc:** Anne Roane  
**Subject:** RE: Enterprise Zone application

Laura,

The Enterprise Zone application for Pure Fitness at 600 Glen Avenue meets all of the criteria evaluated by the Infrastructure and Development department.

Please let me know if you have any questions.

Amanda

### **Amanda H. Pollack, P.E.**

Director

Department of Infrastructure and Development

City of Salisbury

125 N. Division St., Room 202

Salisbury, MD 21801

410-548-3170



[www.salisbury.md](http://www.salisbury.md)

---

**From:** Laura Soper  
**Sent:** Wednesday, November 14, 2018 3:02 PM  
**To:** Amanda Pollack; Anne Roane; Keith Cordrey  
**Cc:** Olga Butar  
**Subject:** Enterprise Zone application

I have received a request from Pure Fitness LLC located at 600 Glen Ave, Salisbury, MD that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

### **Infrastructure & Development**

Does this business meet the limitations of the City's Sewer Use Ordinance?

Does this business meet State and local storm water management codes and regulations?

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

Does this business meet the building code (or did it at the time of construction)?

Does this business meet all permit requirements?

**Finance**

Is this business up to date on their taxes?

Are they in good standing with SDAT?

Please answer the questions above under the heading for your department and return to my office by 11/19/2018. Your assistance is appreciated. If you have any questions, please let me know.

**Laura Soper**

Director of Business Development

City of Salisbury

110 N Division Street

Salisbury, MD 21801

(O): 410-677-1916



[www.salisbury.md](http://www.salisbury.md)





City of  
**Salisbury**  
Jacob R. Day, Mayor

November 14, 2018

Tara Smith  
Pure Fitness LLC  
PO Box 2277  
Salisbury, MD 21802

Dear Ms. Smith:

I have received your request for enterprise zone designation for Pure Fitness LLC located in Salisbury MD. I will begin processing this request immediately. I will be back in touch if I need further information, and to let you know when this matter will be brought before the City Council and the County Council for approval.

If you have any questions in the meantime, please let me know. My phone number is 410-677-1916.

On behalf of the Mayor and the City Council, I would like to express our appreciation for your interest in investing in our community.

Very truly yours,

Laura Soper  
Director of Business Development – City of Salisbury

RESOLUTION NO. 2892

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING THAT PURE FITNESS LLC IS ELIGIBLE TO RECEIVE ENTERPRISE ZONE BENEFITS FOR PROPERTY LOCATED AT 600 GLEN AVENUE, SALISBURY MD.

WHEREAS the City of Salisbury, Maryland and Wicomico County created an Enterprise Zone on June 6, 1983 for the purpose of encouraging economic development of the area encompassed within the boundaries of such zone; and

WHEREAS the Enterprise Zone was created under authority granted by the State of Maryland; and

WHEREAS the State Code permits certain benefits to be extended to businesses that locate or expand in the Enterprise Zone provided that they meet certain standards; and

WHEREAS, the City of Salisbury and Wicomico County have also established certain standards, which must be met in order for a business to be deemed eligible to receive Enterprise Zone benefits; and

WHEREAS, Pure Fitness LLC meets the standards set forth in the State Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

WHEREAS, Tara Smith, representing Pure Fitness LLC, has requested that the company be designated as eligible for Enterprise Zone benefits because of its investment of more than \$50,000 at their property located in the zone at 600 Glen Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City of Salisbury, Maryland that Pure Fitness LLC be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this resolution.

The above Resolution was introduced and read and passed at the regular meeting of the Salisbury City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Kimberly Nichols  
CITY CLERK

\_\_\_\_\_  
John R. Heath  
PRESIDENT, City Council

APPROVED by me this  
\_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Jacob R. Day  
MAYOR, City of Salisbury



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** City Administration  
**From:** Laura Soper  
**Subject:** RISE Zone Resolution amendment  
**Date:** 11/21/18

---

After the approval of our RISE Zone application to the Department of Commerce, I was contacted by one of their program specialists about a small wording error in Resolution 2831 that was passed in April 2018.

The error is highlighted in the attached packet and requires a simple word change of “focus area” to “Enterprise Zone.” (As Salisbury does not have any areas considered Focus Areas). Per the recommendation of City Legal, I have prepared an amended Resolution to this effect and provided documentation for why this edit was requested.

## Laura Soper

---

**From:** Emiko Kawagoshi -COMMERCE- <emiko.kawagoshi@maryland.gov>  
**Sent:** Tuesday, November 20, 2018 10:30 AM  
**To:** Laura Soper  
**Subject:** Fwd: Salisbury University RISE Zone Designation Application  
**Attachments:** Resolution No. 48-2018 Salisbury University RISE Zone Designation Application.pdf

Good morning Laura,

Thank you very much for your help on RISE zone GIS shape files. I want to follow up with you about the minor errors on County and City's RISE Zone resolutions. Mark and Abi discussed with you about correcting the section of resolutions - from "focus area" to "enterprise zone" since Salisbury Enterprise Zone does not have "focus area". I am not sure you have a chance to discuss with your legal team. Although Commerce already has approved the designation of your RISE zone, this is something needed be amended to make this designation complete.

Please let me know if you have any questions.

Thank you very much and have a wonderful thanksgiving!

### Emiko Kawagoshi

Tax Specialist, Tax Incentives  
Finance Programs  
Maryland Department of Commerce  
401 E. Pratt Street, Baltimore, MD 21202  
[O 410.767.4041](tel:410.767.4041) | E [emiko.kawagoshi@maryland.gov](mailto:emiko.kawagoshi@maryland.gov)



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----- Forwarded message -----

**From:** Abigail McKnight -COMMERCE- <[abigail.mcknight@maryland.gov](mailto:abigail.mcknight@maryland.gov)>  
**Date:** Thu, Sep 27, 2018 at 6:01 PM  
**Subject:** Salisbury University RISE Zone Designation Application  
**To:** <[lsoper@salisbury.md](mailto:lsoper@salisbury.md)>  
**Cc:** Mark Vulcan -COMMERCE- <[mark.vulcan@maryland.gov](mailto:mark.vulcan@maryland.gov)>

Hello Laura,

Further to our conversation this afternoon, please find attached Resolution No.48-2018. I highlighted the wording "focus area." Per § 9-103.1.(C)(4)(i) for qualified property located in an "enterprise zone" designated under Title 5, Subtitle 7 of the Economic Development Article, the appropriate governing

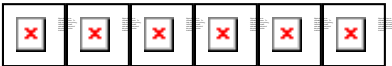
body shall calculate the amount of tax credit under this section equal to 80% of the amount of property tax imposed on the eligible assessment of the qualified property for each of the 5 taxable years following the calendar year in which the property initially becomes a qualified property.

Please discuss with your legal team. The wording should be "enterprise zone."

If you have any questions, please let me know.

Thanks,  
Abi

Abigail McKnight  
Tax Specialist  
Office of Finance Programs  
401 E. Pratt Street, 17th Floor  
Baltimore, MD 21202  
410-767-7234  
[abigail.mcknight@maryland.gov](mailto:abigail.mcknight@maryland.gov)



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RESOLUTION NO.           . 2893

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND  
AUTHORIZING AN AMENDMENT TO RESOLUTION 2831 TO AMEND A  
WORDING ERROR

WHEREAS, the City Council is interested in promoting the re-development and economic growth of the Route 13 corridor from Salisbury University to Downtown Salisbury; and

WHEREAS, the Maryland Department of Commerce can assist the City in this endeavor by allowing Salisbury to designate a Regional Institution Strategic Enterprise Zone, thereby providing a real property tax credit for qualified property located within the boundaries of the Zone as shown on the attached map; and

WHEREAS, the Maryland General Assembly has established a Regional Institution Strategic Enterprise Zone (“RISE Zone”) Program to (i) access institutional assets that have a strong and demonstrated history of commitment to economic development and revitalization in the communities in which they are located and (ii) provide certain benefits to eligible projects developed in those areas; and

WHEREAS, Tax-Property Article, § 9-103.1, of the Annotated Code of Maryland, mandates that local governments grant a real property tax credit to qualified properties within a RISE Zone and that, if a qualified property is also within an ~~an “focus area”~~ Enterprise Zone designated under Economic Development Article § 5-706, of the Annotated Code of Maryland, the tax credit must be equal to 80% of the amount of property tax imposed on the eligible assessment of the qualified property for each of the 5 taxable years following the calendar year in which the property initially qualifies; and

WHEREAS, applications for designation of a ~~RISE-RISE~~ Zone must be submitted jointly by a qualified institution and a county or municipal corporation; and

WHEREAS, Salisbury University submitted and received its Qualified Institution designation in April 2017; and

WHEREAS, the City of Salisbury desires to join with Salisbury University to execute and submit an application to the State of Maryland Department of Commerce for the area specified on the attached map (Exhibit A) to be designated as a RISE Zone.

NOW, THEREFORE, BE IT RESOLVED, that the City of Salisbury:

(1) approves the designation of Salisbury University as a “qualified institution” under the Regional Institution Strategic Enterprise Zone (“RISE Zone”) Program; and

(2) approves the submission of an application to designate the attached map area as a RISE Zone, and authorizes and directs the appropriate City officials to join with

47 Salisbury University in executing and submitting the application to the Maryland  
48 Department of Commerce; and  
49

50 (3) acknowledges and approves that, ~~o~~upon the designation of the RISE Zone, properties  
51 located in the designated area as shown on the attached map ~~area~~ will be entitled to a  
52 local property tax credit in the amount and for the tax years mandated by Tax-Property  
53 Article, § 9-103.1; and  
54

55 (4) acknowledges and approves that, ~~o~~upon the designation of the RISE Zone, properties  
56 located in the designated area as shown on the attached map area may be entitled to a  
57 State income tax credit under § 10-702 of the Tax – General Article; and  
58

59 (5) acknowledges and approves that, ~~o~~upon the designation of the RISE Zone, properties  
60 located in the designated area as shown on the attached map ~~area~~ will be entitled to  
61 priority consideration for financial assistance from programs in Subtitle 1 of ~~this title~~Title  
62 9 of the Tax-Property Article.  
63

64 THE ABOVE RESOLUTION, was introduced and duly passed at a meeting of the  
65 Council of the City of Salisbury, Maryland held on the \_\_\_\_ day of \_\_\_\_\_, 2018 and is to  
66 become effective immediately.  
67

68  
69 ATTEST:  
70

71  
72 \_\_\_\_\_  
73 Kimberly R. Nichols,  
74 City Clerk

72 \_\_\_\_\_  
~~John~~Jack R. Heath,  
74 Council President

75  
76  
77 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2018  
78

79  
80 \_\_\_\_\_  
81 Jacob R. Day  
82 Mayor  
83



City of  
**Salisbury**  
Jacob R. Day, Mayor

## **COUNCIL AGENDA – Award of Bids**

**December 10, 2018**

- |   |                 |
|---|-----------------|
| 1. ITB A-19-106   | \$1,263,048.50* |
| Waverly Drive Cycle Track and City-Wide Street Striping<br>(*Estimate for bid comparison purposes; POs issued as needed and funded) |                 |
| 2. ITB 19-112   | \$ 134,595.00   |
| Dump Truck  |                 |





City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** December 10, 2018  
**Subject:** Award of Bid  
ITB A-19-106 Waverly Drive Cycle Track and City-Wide Street Striping

The Department of Procurement received a request from the Department of Infrastructure and Development to solicit bids for all labor, materials and equipment necessary to perform street traffic striping on Waverly Drive ("Schedule A"), with two additional pricing schedules ("Schedule B" and "Schedule C") requested to establish rates for similar street striping work needs throughout the City. "Schedule B" sought rates for striping 1500' linear feet or less; "Schedule C" sought rates for striping in excess of 1500' linear feet.

This award will constitute a "Requirements" contract. While the City has attempted to identify the estimated amounts of each item bid to cover its requirements, the quantity of work ordered may be different than that submitted for bidding. No minimum purchase was implied or guaranteed; thereby, the City reserves the right to decrease or increase the quantities acknowledged in the solicitation document, and said modifications do not constitute a change order. Additionally, the solicitation included a Contract Extension clause. This provides the City with the option to renew all or portions of this contract with the same terms and conditions as the original contract for two, (1) one-year terms, contingent upon sufficient budget appropriations and mutual agreement between the City and the Vendor.

The Department of Procurement followed standard competitive bidding practices by advertising in the Daily Times, and posting the solicitation on both the City of Salisbury's Procurement Portal and on the State of Maryland's website, eMaryland Marketplace. A total of two (2) vendors submitted bids by the due date and time of November 28, 2018 at 2:30 p.m.

Vendor	Bid Price
Zone Striping, Inc	\$1,263,048.50
Mid-Atlantic Marking	\$1,640,905.00

All vendors were deemed responsive and responsible, and the Department of Procurement hereby requests Council's approval to award Contract ITB A-19-106 to Zone Striping, Inc. from Glassboro, NJ, with subsequent annual renewals processed by the Department of Procurement. Purchase orders for specific tasks will be issued as needed, based on available funding.



City of  
**Salisbury**  
 Jacob R. Day, Mayor

To: Jennifer Miller, Director of Procurement  
 From: Amanda Pollack, Director, Department of Infrastructure & Development *AP*  
 William White, Transportation Project Specialist  
 Date: December 3, 2018  
 Subject: Award of Bid for Contract # A-19-106, Waverly Drive Cycle Track and Citywide Street Striping

Contract No. A-19-106 bids were opened Wednesday, November 28, 2018 at 2:30 P.M. Bids were received from two (2) Striping Contractors. Bidders responded to stripe bicycle facilities at various locations within the City Limits of Salisbury, Maryland. The bid quantities for this contract were for reference only and in place only to establish locked-in rates for the term of the contract (one year, renewable up to two times); therefore, no actual funds will be awarded at this time. Purchase Orders will be processed, as needed, per assignment to the Contractor. The bidders and base bids are as follows:

Zone Striping, Inc.	\$1,263,048.50
Mid-Atlantic Marking	\$1,640,905.00

The lowest bidder Zone Striping, Inc., submitted a bid in the amount of \$1,263,048.50. This bid is \$377,856.50, or 23% lower than the next lowest bid. Zone Striping has successfully completed striping work for the City of Salisbury in past years as a sub-contractor and as the responsible party. Department of Infrastructure & Development (DID), upon review and evaluation of the responsive and responsible bids submitted, recommends this contract be awarded to Zone Striping Inc., the lowest bidder.

Funding is provided from multiple accounts. The City of Salisbury maintains an Annual Citywide Street Maintenance account that is utilized to restripe throughout the City in association with resurfacing projects. The funding for this work is a line item in the Adopted FY19 budget: 31000-534318 Citywide Street Maintenance. Additionally, the City maintains funds for bike facilities to include Striping. The funding for this work is in the budget under 98118-513026-48046 Bike Masterplan Implementation and 98119-513026-48048 Urban Greenway.

As this contract is intended to lock rates in for the specified time frame, no award of fund shall be made at this time; as work becomes available individual purchase orders will be issued to the contractor.

*Amanda Pollack*

Amanda Pollack, P. E.  
 Director, Department of Infrastructure & Development



City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** December 10, 2018  
**Subject:** Award of Bid  
Contract ITB 19-112 Dump Truck

The Department of Procurement received a request from the Department of Field Operations to purchase a dump truck (cab, chassis and body) through Baylor, Inc (DBA International of Delmarva), utilizing a cooperative purchasing contract issued by the State of Delaware.

Per Section SC 16-3 "General Policy of Competitive Bidding, Exceptions" of the City of Salisbury Charter, competitive bidding procedures performed by the City of Salisbury are not necessary or appropriate in the following circumstance:

"(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract."

This Charter designation, therefore, allows the City of Salisbury to participate in competitive solicitations issued and awarded by other governmental entities such as the State of Delaware. Contract GSS-16617 Heavy Duty Trucks, was issued as a Request for Proposals on February 23, 2016, by the State of Delaware, for the purpose of identifying a vendor(s) and executing a contract to purchase multiple types of Heavy Duty Trucks. As a publicly competed contract, this contract was then made available for use by other states and governmental entities through a participating addendum. After verifying the contract pricing, terms and conditions, the City of Salisbury Department of Procurement sought and received approval from the State of Delaware Director of Government Support Services to participate in the aforementioned contract.

There are sufficient funds in account 31150-577025 (Streets-Vehicles) to purchase the requested truck.

The Procurement Department requests Council's approval to award Contract ITB 19-112 to International of Delmarva, in the amount of \$134,595.00



**To:** Jennifer Miller, Director of Procurement  
**From:** William Sterling, Transportation Superintendent  
**Subject:** Recommendation for Award of Bid for a 2019 International Dump Truck  
**Date:** December 4, 2018

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During the FY19 budget process, funding was approved for Street Department to purchase one (1) dump truck. A bid proposal was submitted by International of Delmarva, Inc. in accordance to #GSS 16617 Heavy Truck Delaware Contract.

Please allow this memorandum to serve as the formal department recommendation to award the bid to International of Delmarva in the amount of \$134,595.00 to purchase one (1) International HV507 SFA 4X2 (HV507) with Stainless Steel Dump Body. Funding for this project can be found in account number 31150-577025.

Please add this to the award of bids content for the earliest possible Council Legislative Agenda.

**Prepared For:**  
CITY OF SALISBURY  
Bill Sterling  
North Divison St and Route  
SALISBURY, MD 21801-  
(410)548 - 3177  
Reference ID: no plow spreade

**Presented By:**  
INTL OF DELMARVA  
Beth Brittingham  
PO BOX 2135  
SALISBURY MD 218022135  
410-546-1122

Thank you for the opportunity to assist you with your new truck requirements. I look forward to working together to provide you the right truck to to exceed all expectations. Attached, you will find the specifications for your review. Please look these over closely and feel free to contact me with any questions or changes. I appreciate the opportunity to earn your business.

Sincerely,  
Beth Brittingham  
Sales Manager  
INTERNATIONAL OF DELMARVA  
EASTON TRUCK CENTER  
(410) 310-9169

**Model Profile**  
**2020 HV507 SFA (HV507)**

<b>AXLE CONFIG:</b>	4X2
<b>APPLICATION:</b>	Front Plow with spreader
<b>MISSION:</b>	Requested GVWR: 35000. Calc. GVWR: 35000 Calc. Start / Grade Ability: 41.08% / 3.13% @ 55 MPH Calc. Geared Speed: 67.5 MPH
<b>DIMENSION:</b>	Wheelbase: 179.00, CA: 104.00, Axle to Frame: 71.00
<b>ENGINE, DIESEL:</b>	{Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer S23-190} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, R Wheel Ends Gear Ratio: 5.25
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 11R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, SINGLE:</b>	23,500-lb Capacity, Vari-Rate Springs
<b>PAINT:</b>	Cab schematic 100WK Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

**(US DOLLAR)**

**Description**

**Price**

Net Sales Price:

\$134,595.00

PER DELDOT CONTRACT GSS-16617-HEAVY\_TRUCK

Please review these specifications closely and contact me with any questions or changes you would like to make. We are confident you will appreciate the quality and durability of the International product.

Sincerely,  
Beth Brittingham  
Sales Manager  
INTERNATIONAL OF DELMARVA  
EASTON TRUCK CENTER

**Approved by Seller:**

**Accepted by Purchaser:**

\_\_\_\_\_  
**Official Title and Date**

\_\_\_\_\_  
**Firm or Business Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature and Date**

**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
**Official Title and Date**

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.**



November 30, 2018

Ms. Beth Brittingham  
Baylor Truck Center  
9433 Ocean Gateway  
Easton, MD 21601

RE: City of Salisbury, MD

We propose to furnish and install on customer supplied proper chassis with bucket seats, 104" useable C/A, automatic transmission with an Allison 3500 RDS series, integral front frame extension reinforced, plow light option, International codes included and trailing package with electrical lines run to the end of the chassis. Chassis to be drop shipped to Godwin Manufacturing with freight back to successful dealer.

10' 403U with 36" sides, 3/16" body, 1/4" Floor, 201-2B Stainless Steel  
24" Cab protector  
Asphalt chute  
Air tailgate with Donovan hinges and inverted "V"  
Oak boards (painted black)  
820SFDA-10 P22 Hoist  
Hot Shift PTO  
Manual Central Hydraulics  
Hydraulics to front for snow plow operation, includes JIC quick disconnect fittings  
Hydraulics to rear for inverted VEE spreader operation with JIC quick disconnect fittings  
Hide-A-Step with grab handles (passenger side)  
Front corner post and grip strut walk rod  
Hydra tarp with mesh cover  
Dual amber beacons on top of cab protector  
Steel front mud guards and rear rubber flaps  
BP200 pintle hitch with D-rings (30"-31")  
Electric brake control with 6-pin plug  
Adapt factory supplied glad hands and 7-pin plug  
84"x36"x24" Aluminum behind the cab toolbox  
Back up alarm  
Plow lights and brackets  
Front bumper reinforcement  
Installed and delivered to Salisbury, MD

Thank you,  
Allan Mielke  
410-820-7710  
Fax 410-820-9514

# Memo

**To:** Amanda Pollack, Director of Infrastructure & Development

**From:** William T. Holland *WTH*

**Date:** November 7, 2018

**Re:** Route 13 North – Penntex 2 Annexation

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Attached is the completed package for the Route 13 North – Penntex 2 Annexation documents which includes Resolution's 2855 and 2856. Please have this scheduled for the December 3<sup>rd</sup> work session.



June 4, 2018

City of Salisbury  
Department of Building, Permitting & Inspections  
Attention: Mr. William T. Holland, Director  
125 North Division Street  
Salisbury, MD 21801

Re: Annexation Petition  
2815, 2825, 2835 N. Salisbury Blvd. Properties  
Map 20 – Grid 24 – Units 153, 185, 215  
City of Salisbury, Wicomico County, Maryland

Dear Mr. Holland,

We are pleased to submit the above referenced project site for consideration of Annexation within the City of Salisbury jurisdiction. The site measures approximately 2.33(+/-) acres; is zoned Commercial in the Wicomico County jurisdiction; is contiguous to the City of Salisbury boundary and is currently mostly commercial in use but for Unit 215 which is a residential use.

We are proposing demolition of all existing structures and improvements located on the properties and construction of two (2) free-standing commercial buildings (restaurants) along with customary amenities and improvements including parking facilities, stormwater management facilities, access driveways, landscaping, utilities and the like.

In regard to the City of Salisbury and Annexation Team meeting, please find enclosed the following materials for your review and consideration:

1. One (1) executed copy of the "City of Salisbury – Petition for Annexation"
2. One (1) "Preliminary Site Layout – Requested Annexation Area" plan prepared by Penntex Ventures, LLC; dated May 25, 2018.
3. One (1) Check payable to "City of Salisbury" in the amount of \$2,000.00.

Through prior correspondence with Ms. Amanda Pollack it is our understanding that our request has been tentatively scheduled for discussion and consideration at a work session meeting to occur on June 18, 2018. Be advised that members of our team intend to be present at such meeting and look forward to discussing our request in greater detail at that time.

Upon your review of the above and attached, should you require any further materials or have any questions, comments or concerns, please do not hesitate to call or email us at your convenience.

Sincerely,

PTV I, LLC (Equitable Owner/Applicant)

By:



William R. Owen, Project Design Manager

(enc.)

Cc: T. Donald, EVP – PTV – Via email only  
E. Donald, VP – PTV – Via email only  
S. Roddy, Project Coordinator – PTV – via email only  
J. Busch, Assistant Project Coordinator – PTV – via email only

# Memorandum

**To:** Amanda Pollack, Director, City of Salisbury Department of Infrastructure & Development  
**From:** Michael P. Sullivan, Esq.  
**Date:** 10/8/2018  
**Re:** *Fiscal Impact* – PTV I, LLC; North Salisbury Boulevard Annexation

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PTV I, LLC (“PTV”) filed a Petition for Annexation (the “**Petition**”), dated May 25, 2018, with the City of Salisbury (the “**City**”), requesting the City annex the following parcels of lands:

- All that certain real property identified as Map 0020, Grid 0024, Parcel 0153, consisting of .92 acres more or less, and having a premises address of 2815 N. Salisbury Blvd., Salisbury, Maryland 21801 (Tax Identification Number of 05-029651) (“**Parcel 153**”);
- All that certain real property identified Map 0020, Grid 0024, Parcel 0185, consisting of 1.07 acres more or less, having a premises address of 2825 N. Salisbury Blvd., Salisbury, Maryland 21801 (Tax Identification Number of 05-032504) (“**Parcel 185**”); and,
- All that certain real property identified as Map 0020, Grid 0024, Parcel 0215, consisting of 25,303.54 square feet more or less, having a premises address of 2835 N. Salisbury Blvd., Salisbury, Maryland 21801 (Tax Identification Number of 05-093228) (“**Parcel 215**”).

(For purposes of this Memorandum, Parcel 153, Parcel 185 and Parcel 215 are hereinafter referred to collectively as the “**Annexed Property**”; and, the City’s annexation of the Annexed Property, as requested in the Petition filed by PTV, is hereinafter referred to as the “**PTV – N. Salisbury Blvd. Annexation**”). If approved, the PTV – N. Salisbury Blvd. Annexation will add 2.5+/- acres of land to the municipal boundaries of the City, which will be zoned as “General Commercial” under the Code for the City of Salisbury (the “**City Code**”). The proposed PTV – N. Salisbury Blvd. Annexation is expected to have an overall net positive fiscal impact on the City of \$8,313.60 annually. This Memorandum is intended to summarize the costs the City is estimated to incur and the revenues the City is estimated to generate from the proposed PTV – N. Salisbury Blvd. Annexation.

## Cost to the City:

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY2019 Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand – i.e., how much the costs incurred by the City for providing a service are likely to vary with each additional household or job (in the present case of the PTV – N. Salisbury Blvd. Annexation, cost projections are limited solely to jobs added by the subject annexation, since development of the Annexed Property, as planned by PTV, will be exclusively commercial). Some portion of all public services provided by the City is fixed, therefore, the cost to the City for providing such public services will remain constant regardless of new development; accordingly,

for purposes of this cost projection, the portion of such fixed costs is not assigned to new development arising from the PTV – N. Salisbury Blvd. Annexation. In light of such considerations, the annual costs to the City for the PTV – N. Salisbury Blvd. Annexation is estimated to be approximately \$14,300+/-.

**Revenues to the City:**

When land is annexed into the City, such land is subject to the municipal real property tax levied and imposed by the City. The municipal real property tax is applied to the value of land and improvements located thereon. Under the City's FY2019 Budget, the municipal real property tax rate is set at \$0.9832 per \$100 of assessed value. Since the actual assessed value of the improvements PTV has proposed for development upon the Annexed Property is unknown, this Memorandum estimates the assessed value of the Annexed Property, once developed as PTV has proposed, by computing the average assessed value of multiple comparable properties located within the municipal boundaries of the City. The source for the assessed values is Maryland's State Department of Assessments and Taxation.

Under PTV's proposed concept development plan, the Annexed Property would be developed for two free-standing restaurants, totaling more than 10,000+/- square feet of improvements. Once fully developed, the aggregate assessed value of the Annexed Property is estimated to be approximately \$2,300,000. Using the real property tax rate adopted by the City for its FY2019 Budget, the City's total expected annual revenue from municipal real property taxes levied on the Annexed Property (after its full development) is estimated to be \$22,613.60+/-.

It is difficult to make reliable projections about the activities of future businesses that may occupy new development projects. For this reason, the personal property tax receipts likely to accrue from future businesses operated within the Annexed Property are not included as part of the analysis contained in this Memorandum. Accordingly, the fiscal impact set forth in this Memorandum undercounts the total revenue the City can project from the Annexed Property once fully developed. It is also important to note: upon annexation of the Annexed Property (regardless of its development), the City can begin receiving some revenue from municipal real property taxes levied upon the Annexed Property. These property tax revenues – which would typically occur prior to development of the Annexed Property (and, hence, before the City incurs costs to provide certain public services for the Annexed Property) – are not included for purposes of the fiscal impact study set forth in this Memorandum.

Lastly, the City imposes certain user fees, license fees and permitting fees, which the City charges to applicants for permits and/or users of certain public services provided by the City. The revenues from these various fees are relatively small compared to the revenue generated by the City's municipal real property tax, and such fee revenue is not included for purposes of the fiscal impact study set forth in this Memorandum.

**Conclusion:**

Upon completion of PTV's proposed development of the Annexed Property, the PTV – N. Salisbury Blvd. Annexation will result in a positive fiscal impact to the City of approximately \$8,313.60 per year in constant 2018 dollars.

August 9, 2018

Ms. Julia Glanz, City Administrator  
City of Salisbury Government Office Building  
P.O. Box 870  
Salisbury, MD 21803

Re: Annexation Petition  
2815, 2825, 2835 N. Salisbury Blvd. Properties  
Map 20 – Grid 24 – Units 153, 185, 215  
City of Salisbury, Wicomico County, Maryland

Dear Ms. Glanz,

Pursuant to executed Agreements of Sale ("Agreements") between the Owners of the above noted parcels and PTV I, LLC ("Buyer"), a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania and authorized to do business in the State of Maryland, located at 400 Penn Center Boulevard, Building 4 – Suite 1000, Pittsburgh, PA 15235, its successors and assigns; Buyer provides this letter, in conjunction with previously submitted materials including an executed Petition for Annexation, as indication that the parties (Sellers and Buyer) mutually intend to move forward with the annexation of the above noted properties into the City of Salisbury; subject to an annexation agreement.

Buyer intends to enter into a final Annexation Agreement and is permitted to do so by the Sellers by virtue of the Agreements.

Sincerely,

PTV I, LLC (Equitable Owner/Applicant)

By:



William R. Owen, Project Design Manager

Cc: T. Donald, EVP – PTV – Via email only  
E. Baker, VP – PTV – Via email only  
S. Roddy, Project Coordinator – PTV – via email only  
J. Busch, Assistant Project Coordinator – PTV – via email only

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # 153 - 2815 N. SALISBURY BLVD.  
185 - 2825 N. SALISBURY BLVD.  
215 - 2835 N. SALISBURY BLVD.  
Map # 20 - GRID 24

SIGNATURE (S)



5/25/18

Date

WILLIAM R. OWEN  
PROJECT DESIGN MANAGER

Date

ON BEHALF OF:

PTV I, LLC

Date

(EQUITABLE OWNER OF ALL PARCELS NOTED)

Date

**RESOLUTION NO. 2855**

A RESOLUTION of the City of Salisbury proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury to be known as the "Route 13 North - Penntex 2 Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the easterly right-of-way line of U.S. Route 13 North Salisbury Boulevard, thence by and with the northerly line of the land of PTV I, LLC.

WHEREAS the City of Salisbury has received a petition to annex dated May 25, 2018, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed binding upon the Northerly Corporate Limit of the City of Salisbury to be known as "Route 13 North - Penntex 2 Property Annexation" beginning for the same point on the Corporate Limit, said point lying on the easterly right-of-way line of U.S. Route 13, North Salisbury Boulevard, thence by and with the northerly line of the land of PVT I, LLC; and

WHEREAS the City of Salisbury has caused to be made a certification of the signatures on said petition for annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of June 19, 2018, and, as will more particularly appear by the certification of Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto; and

WHEREAS the petition dated May 25, 2018, meets all the requirements of applicable law; and

WHEREAS the public hearing is scheduled for January 14, 2019 at 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT it is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so as to annex to and include within the City all that parcel of land together with the persons residing therein and their property, contiguous to and binding upon the Northerly Corporate Limit of the

32 City of Salisbury beginning for the same point on the Corporate Limit, said point lying on the  
33 easterly right-of-way line of U.S. Route 13, North Salisbury Boulevard, thence by and with the  
34 northerly line of the land of PVT I, LLC, and being more particularly described on Exhibit "A"  
35 attached hereto and made a part hereof.

36 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the annexation of the  
37 said area be made subject to the terms, conditions and agreements in Exhibits A-C attached hereto  
38 and made a part hereof.

39 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Zoning Map of the  
40 City of Salisbury shall be amended to include this newly annexed property in the General  
41 Commercial Zoning District. Said property is presently classified as C-2 General Commercial  
42 District under the zoning laws of Wicomico County.

43 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council hold a public  
44 hearing on the annexation hereby proposed on January 14, 2019 at 6:00 p.m. in the Council  
45 Chambers at the City-County Office Building and the City Administrator shall cause a public notice  
46 of time and place of said hearing to be published not fewer than two (2) times at not less than  
47 weekly intervals, in a newspaper of general circulation in the City of Salisbury, which said notice  
48 shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing  
49 on the Resolution, which date shall be no sooner than 15 days after the final required date of  
50 publication specified above.

51 AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT this  
52 resolution shall take effect upon the expiration of forty-five (45) days following its final passage,  
53 subject, however, to the right of referendum as contained in the Local Government Article of the  
54 Maryland Code.

55 The above Resolution was introduced, read and passed at the regular meeting of the Council  
56 of the City of Salisbury held on the 10<sup>th</sup> day of December, 2018, having been duly published as



57 required by law in the meantime a public hearing was held on the 14<sup>th</sup> day of January, 2019, and  
58 was finally passed by the Council at its regular meeting held on the 14<sup>th</sup> day of January, 2019.

59

60

61 \_\_\_\_\_  
62 Kimberly R. Nichols,  
63 City Clerk

\_\_\_\_\_

John R. Heath,  
Council President

63

64 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2019.

65

66

67

68 \_\_\_\_\_  
69 Jacob R. Day,  
Mayor

# City of Salisbury



MARYLAND

Salisbury



JACOB R. DAY  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

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

AMANDA H. POLLACK, P.E.  
DIRECTOR OF INFRASTRUCTURE  
& DEVELOPMENT

## CERTIFICATION

### NORTH SALISBURY BLVD. – PENTEX PHASE 2 ANNEXATION

This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.

Leslie C. Sherrill  
Surveyor

Date: 6/19/18

N Salisbury Blvd. – Pentex Phase 2 Certif.

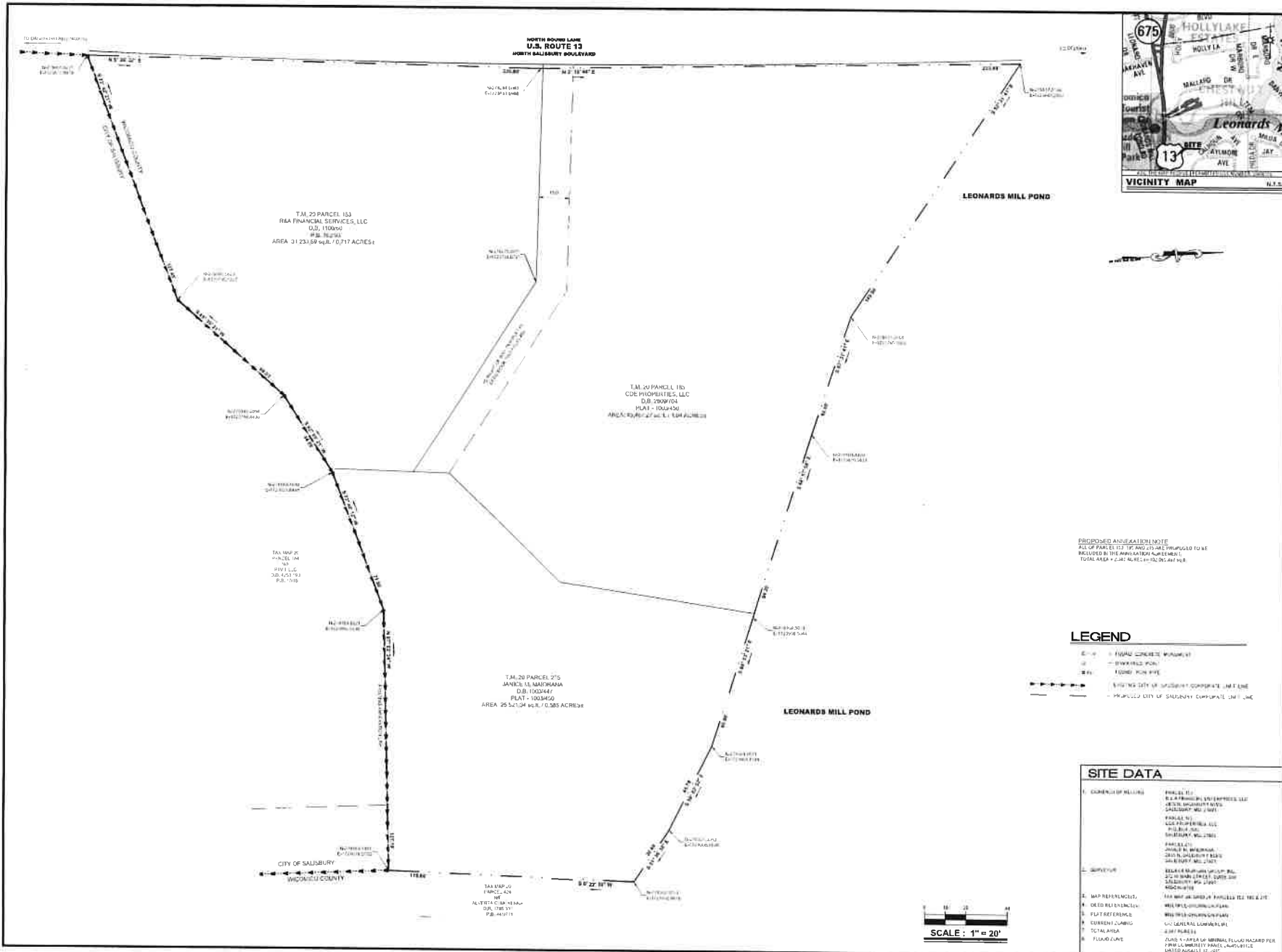
# EXHIBIT A

## Metes and Bounds Description

### ROUTE 13 NORTH – PENNTEX 2 PROPERTY ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the northerly Corporate Limit of the City of Salisbury to be known as "Route 13 North – Penntex 2 Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the easterly right-of-way line of U. S. Route 13, North Salisbury Boulevard, X 1,211,186.94, Y 217,317.50; thence by and with the northerly line of the lands of PTV I, LLC, the following five courses: (1) North seventy-three degrees forty-two minutes nineteen seconds East (N 73° 42' 19" E) one hundred twenty-seven decimal four, five (127.45) feet to a point X 1,211,309.27, Y 217,353.26; (2) North forty-five degrees thirty-five minutes nineteen seconds East (N 45° 35' 19" E) sixty-nine decimal zero, three (69.03) feet to a point X 1,211,358.58, Y 217,401.57; (3) North sixty-two degrees five minutes nineteen seconds East (N 62° 05' 19" E) forty-four decimal five, nine (44.59) feet to a point X 1,211,397.97, Y 217,422.44; (4) North seventy-three degrees forty minutes nineteen seconds East (N 73° 40' 19" E) seventy-one decimal six, zero (71.60) feet to a point X 1,211,466.69, Y 217,442.57; (5) South eighty-seven degrees five minutes thirty-eight seconds East (S 87° 05' 38" E) one hundred twenty-seven decimal one, eight (127.18) feet to a point X 1,211,593.71, Y 217,436.12; thence North six degrees twenty-two minutes fifty seconds East (N 06° 22' 50" E) one hundred nineteen decimal six, eight (119.68) feet to a point on the southerly edge of Leonard's Mill Pond X 1,211,607.01 Y 217,555.05; thence by and with the said line of Leonard's Mill Pond the following six courses: (1) North fifty-one degrees thirty-six minutes fifty-eight seconds West (N 51° 36' 58" W) thirty decimal four, eight (30.48) feet to a point X 1,211,583.11, Y 217,573.98; (2) North fifty-nine degrees two minutes fifty-two seconds West (N 59° 02' 52" W) forty-five decimal seven, nine (45.79) feet to a point X 1,211,543.84, Y 217,597.53; (3) North sixty-eight degrees thirteen minutes twenty-one seconds West (N 68° 13' 21" W) sixty-five decimal nine, zero (65.90) feet to a point X 1,211,482.64, Y 217,621.98; (4) North sixty-eight degrees seventeen minutes fifty-eight seconds West (N 68° 17' 58" W) ninety-four decimal two, zero (94.20) feet to a point X 1,211,395.12, Y 217,656.81; (5) North sixty-seven degrees thirty-one minutes forty-one seconds West (N 67° 31' 41" W) sixty decimal zero, zero (60.00) feet to a point X 1,211,339.68, Y 217,679.75; (6) North fifty-two degrees thirty-one minutes forty-one seconds West (N 52° 31' 41" W) one hundred forty-nine decimal zero, zero (149.00) feet to a point on the aforementioned line of U. S. Route 13, North Salisbury Boulevard X 1,211,221.42, Y 217,770.39; thence with a chord of a curve on the said line of U. S. Route 13 South three degrees fifteen minutes forty-four seconds West (S 03° 15' 44" W) two hundred thirty-three decimal four, nine (233.49) feet to a point on the said line of U. S. Route 13 X 1,211,208.14, Y 217,537.28; thence with a chord of a curve on the said line of U. S. Route 13 South five degrees thirty minutes thirty-two seconds West (S 05° 30' 32" W) two hundred twenty decimal eight, zero (220.80) feet to the point of beginning and containing 2.343 acres, more or less, being Parcels 153, 185 & 215 on Tax Map 20. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

# Exhibit A – Annexation Plat



**BECKER MORGAN GROUP**  
 ARCHITECTURE  
 ENGINEERING  
 Interiors, LLC  
 400 N. Greenleaf Ave.  
 Dover, DE 19904  
 Tel: 302.734.7000  
 Fax: 302.734.7001

**Salesbury, MD**  
 112 North 11th Street, Suite 101  
 Salesbury, MD 21151  
 Tel: 410.321.1000  
 Fax: 410.321.1001  
 Wilmington, NC  
 225 Kessler Parkway, Suite 211  
 Wilmington, North Carolina 28402  
 Tel: 910.441.5000  
 Fax: 910.441.5001  
[www.beckermorgan.com](http://www.beckermorgan.com)

**LANDS OF R&A FINANCIAL ENTERPRISES, LLC; JANICE M. MAIORANA; CDE PROPERTIES, LLC**

PARSONS ELECTION DISTRICT  
 WICOMICO COUNTY, MD  
**ANNEXATION BOUNDARY EXHIBIT**

PROJECT NO.:	2018103.00
DATE:	07/27/2018
SCALE:	1"=20'
DESIGNED BY:	CDD
PROJECT MGR:	JAH
<b>V101</b>	



City of  
**Salisbury**  
Jacob R. Day, Mayor

July 30, 2018

PenTex Ventures  
Real Estate Development  
400 Penn Center Boulevard, Building 4,  
Suite 1000  
Pittsburgh, PA 15235  
Attention: Mr. William R. Owen-Project Design Manager

RE: Annexation Zoning-2815, 2825, 2835 N. Salisbury Blvd.  
Map 20-Parcels 153, 185, and 215  
City of Salisbury, Wicomico County, Maryland

Dear Mr. Owen,

The Salisbury-Wicomico Planning Commission at its July 19, 2018 meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **General Commercial** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

If you have any questions, please don't hesitate to contact me.

Sincerely,

**Anne Roane**

City Planner  
Department of Infrastructure & Development  
City of Salisbury  
125 North Division St. Room 202  
Salisbury, MD 21801  
410-548-3170



[www.salisbury.md](http://www.salisbury.md)

---

Department of Infrastructure & Development  
125 N. Division St., #202 Salisbury, MD 21801  
410-548-3170 (fax) 410-548-3107  
[www.salisbury.md](http://www.salisbury.md)



**Infrastructure and Development  
Staff Report  
Planning and Zoning Commission  
Meeting of July 19, 2018**

**I. BACKGROUND INFORMATION:**

**Project Name:** Penntex Phase 2 Annexation

**Applicant/Owner:** Penntex Ventures LLC

**Infrastructure and Development Project No.:** 18-015

**Nature of Request:** Zoning Recommendation for Annexation Request-2.33 Acres

**Location of Property:** Northerly side of the City of Salisbury, on the easterly side of US Route 13, adjacent to and south of Leonard's Mill Pond.

Tax Map and Parcel: 0020/0153, 0185, 0215

**A. Introduction.**

The City Administration has referred Penntex Ventures, LLC's request for the annexation of three parcels located on to the northerly side of the City of Salisbury, on the easterly side of US Route 13, adjacent to and south of Leonard's Mill Pond to the Planning Commission for review and recommendation of an appropriate zoning designation. **(See Attachments #1)**

Under the procedures established by the Mayor and City Council in 1987, the zoning classification of the area will be included in the resolution that annexes the property to the City. Prior to this policy, annexations were conducted by resolution and the zoning category established by a separate ordinance on a separate time schedule. This policy now puts the zoning classification and annexation on the same schedule.

The applicant is requesting to zone all three parcels General Commercial.

**B. Area Description.**

This annexation area consists of three parcels 2.33 acres in size. Each parcel have structures that are to be removed **(See Attachment #2.)** The two parcels fronting Route 13 are existing commercial uses and parcel 215 is residential.



The site is adjacent to the Aldi grocery store which is zoned General Commercial.

## **II. ZONING ANALYSIS.**

### **A. Existing Zoning.**

The annexation area and the adjoining area to the north is zoned C-2 General Commercial under the County Code. **(See Attachments #3)**

### **B. Zoning History.**

The proposed annexation area was zoned Commercial by the County on April 1, 1968. During the most recent Comprehensive Rezoning in September 2004, the area remained zoned C-2 General Commercial.

### **C. County Plan.**

The 2017 County Comprehensive Plan designates this area as "Commercial".

### **D. Zoning for Annexed Areas.**

#### **1. Introduction.**

Current City policy requires that all areas to be annexed shall be submitted to the Salisbury-Wicomico Planning Commission for review and recommendation of an appropriate zoning district. The Zoning Code does not establish specific procedures for zoning lands to be annexed to the City of Salisbury. The classification of future City areas, therefore, is conducted consistent with local adopted plan recommendations and Maryland Annexation Law.

#### **2. Adopted Plans.**

The Planning Commission is a jointly established agency for both the City of Salisbury and Wicomico County. One of its basic charges is to prepare and recommend various plans guiding the long-range development of both jurisdictions.



City of  
**Salisbury**  
Jacob R. Day, Mayor

The information below summarizes the legal status of the plans currently in effect for Wicomico County and the City of Salisbury.

- a. The Salisbury Comprehensive Plan -The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. The Land Use Map of the City Plan designates this area as a "Low-density residential". A proposed amendment to the Comprehensive Plan is included on this agenda to correct this mistaken designation.
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted its Plan on February 3, 1998. The Land Use Map of the County Comprehensive Plan designates this area as "Metro Core." The 2017 County Plan designates this area as "Commercial".

**3. Maryland Law.**

House Bill 1141 made two changes to Annexation Procedures that became effective October 1, 2006. They are:

- 1. The Five-Year Rule.** First, the rule is applied solely on zoning. In the past, the five-year rule could be applied whenever a proposed new zoning classification was substantially different from the use envisioned "in the current and duly adopted master plan." The reference to the master plan is now gone and the issue becomes the degree of change from the current county zoning classification to the proposed municipal classification following the annexation. When the zoning change is from one residential zone to another, "substantially different" is now defined as a density change. The five-year rule will not kick in for a density change unless the proposed zoning is more dense by 50 percent.
- 2. Annexation Plans Required.** An annexation plan is required that replaces the "outline" for the extension of services and public facilities prior to the public hearing for an annexation proposal. This section contains no additional language for the content of the





annexation plan to be adopted, but does require it to be consistent with the municipal growth element for any annexations that begin after October 1, 2009. The Plan must be provided to the county and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

**III. DEVELOPMENT SCENARIO.**

**A. Proposed Use.**

The applicant is proposing to redevelop the three parcels for two restaurants. (See Attachment 4)

**B. Access.**

The property currently has two access points on Route 13. Upon redevelopment, the plan indicates one access point on Route 13 with a connection to the Aldi site, which has access from Dagsboro Road.

**C. Configuration and Design**

The annexation area is contiguous with the City boundary.

**D. Estimated Development Impacts.**

The development impact assessment traditionally pertains to a proposal for a residential development. This site is developed with a commercial facility and proposed for redevelopment as a restaurant use.

This site is located in the Paleochannel District. Review and approval of the Final Site Plan by the Planning Commission will be required by the Code.

**VI. RECOMMENDATION.**

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned Commercial in the County. The adopted Salisbury Comprehensive Plan designates this area as "Low density



City of  
**Salisbury**  
Jacob R. Day, Mayor

residential. General Commercial zoning is proposed for the property upon annexation to the City. An amendment to the Salisbury Comprehensive Plan will be required.

Staff recommends that the Planning Commission determine that the proposed zoning is consistent with the existing Wicomico County zoning in this area. Further, that the Commission forward a Favorable recommendation to the Mayor and City Council for this property to be zoned General Commercial upon annexation, contingent upon adoption of the associated Comprehensive Plan amendment.



400 Penn Center Boulevard, Building 4  
Suite 1000  
Pittsburgh, PA 15235

T: 724-420-5367  
F: 724-420-5369

June 4, 2018

City of Salisbury  
Department of Building, Permitting & Inspections  
Attention: Mr. William T. Holland, Director  
125 North Division Street  
Salisbury, MD 21801

Re: **Annexation Petition**  
**2815, 2825, 2835 N. Salisbury Blvd. Properties**  
**Map 20 – Grid 24 – Units 153, 185, 215**  
**City of Salisbury, Wicomico County, Maryland**

Dear Mr. Holland,

We are pleased to submit the above referenced project site for consideration of Annexation within the City of Salisbury jurisdiction. The site measures approximately 2.33(+/-) acres; is zoned Commercial in the Wicomico County jurisdiction; is contiguous to the City of Salisbury boundary and is currently mostly commercial in use but for Unit 215 which is a residential use.

We are proposing demolition of all existing structures and improvements located on the properties and construction of two (2) free-standing commercial buildings (restaurants) along with customary amenities and improvements including parking facilities, stormwater management facilities, access driveways, landscaping, utilities and the like.

In regard to the City of Salisbury and Annexation Team meeting, please find enclosed the following materials for your review and consideration:

1. One (1) executed copy of the "City of Salisbury – Petition for Annexation"
2. One (1) "Preliminary Site Layout – Requested Annexation Area" plan prepared by Penntex Ventures, LLC; dated May 25, 2018.
3. One (1) Check payable to "City of Salisbury" in the amount of \$2,000.00.

Through prior correspondence with Ms. Amanda Pollack it is our understanding that our request has been tentatively scheduled for discussion and consideration at a work session meeting to occur on June 18, 2018. Be advised that members of our team intend to be present at such meeting and look forward to discussing our request in greater detail at that time.

**ATTACHMENT 1**



400 Penn Center Boulevard, Building 4  
Suite 1000  
Pittsburgh, PA 15235  
T: 724-420-5367  
F: 724-420-5369

Upon your review of the above and attached, should you require any further materials or have any questions, comments or concerns, please do not hesitate to call or email us at your convenience.

Sincerely,

PTV I, LLC (Equitable Owner/Applicant)

By:

A handwritten signature in black ink, appearing to read "William R. Owen". The signature is written over a horizontal line.

William R. Owen, Project Design Manager

(enc.)

Cc: T. Donald, EVP – PTV – Via email only  
E. Donald, VP – PTV – Via email only  
S. Roddy, Project Coordinator – PTV – via email only  
J. Busch, Assistant Project Coordinator – PTV – via email only

# City of Salisbury

JACOB R. DAY  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR



MARYLAND



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

AMANDA H. POLLACK, P.E.  
DIRECTOR OF INFRASTRUCTURE  
& DEVELOPMENT

## CERTIFICATION

### NORTH SALISBURY BLVD. – PENTEX PHASE 2 ANNEXATION

This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.

Leslie C. Sherrill  
Surveyor

Date: 6/19/18

N Salisbury Blvd. – Pentex Phase 2 Certif.

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # 153 - 2815 N. SALISBURY BLVD.  
185 - 2825 N. SALISBURY BLVD.  
215 - 2835 N. SALISBURY BLVD.  
Map # 20 - GRID 24

SIGNATURE (S)



5/25/18  
Date

WILLIAM R. OWEN  
PROJECT DESIGN MANAGER

\_\_\_\_\_  
Date

ON BEHALF OF:

PTV I, LLC

\_\_\_\_\_  
Date

(EQUITABLE OWNER OF ALL PARCELS NOTED)  
Date



NORTH SALISBURY BLVD  
US RTE 13  
HUNTINGBROOK LANE  
HUNTINGBROOK GOLFWAY  
SRC PLAT REF: 374 E



VICINITY MAP  
SCALE 1" = 1000'

**NOTES**

1. ALL INFORMATION IS BASED UPON THE RECORDS OF THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MADISON COUNTY, ILLINOIS.
2. THIS SURVEY IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1984 (65 ILCS 5/2-3).
3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEY AREA AND HAS FOUND THAT THE INFORMATION PROVIDED IS CORRECT AND ACCURATE.
4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEY AREA AND HAS FOUND THAT THE INFORMATION PROVIDED IS CORRECT AND ACCURATE.
5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEY AREA AND HAS FOUND THAT THE INFORMATION PROVIDED IS CORRECT AND ACCURATE.

- LEGEND**
- PROPOSED BOUNDARY
  - - - - - EXISTING BOUNDARY
  - ▭ EXISTING BUILDING
  - ▭ EXISTING PAVEMENT
  - ▭ EXISTING DRIVEWAY
  - ▭ EXISTING WALKWAY
  - ▭ EXISTING UTILITY
  - ▭ EXISTING EASEMENT
  - ▭ EXISTING RIGHT-OF-WAY
  - ▭ EXISTING FENCE
  - ▭ EXISTING CURB
  - ▭ EXISTING SIDEWALK
  - ▭ EXISTING DRIVE
  - ▭ EXISTING ROAD
  - ▭ EXISTING HIGHWAY
  - ▭ EXISTING AIRWAY
  - ▭ EXISTING CANAL
  - ▭ EXISTING DRAINAGE
  - ▭ EXISTING TRENCH
  - ▭ EXISTING PILE
  - ▭ EXISTING WELL
  - ▭ EXISTING TOWER
  - ▭ EXISTING MONUMENT
  - ▭ EXISTING MARKER
  - ▭ EXISTING BENCHMARK
  - ▭ EXISTING CONTROL POINT
  - ▭ EXISTING ADJACENT PROPERTY
  - ▭ EXISTING ADJACENT ROAD
  - ▭ EXISTING ADJACENT WOODLAND
  - ▭ EXISTING ADJACENT WATERWAY
  - ▭ EXISTING ADJACENT AIRWAY
  - ▭ EXISTING ADJACENT CANAL
  - ▭ EXISTING ADJACENT DRAINAGE
  - ▭ EXISTING ADJACENT TRENCH
  - ▭ EXISTING ADJACENT PILE
  - ▭ EXISTING ADJACENT WELL
  - ▭ EXISTING ADJACENT TOWER
  - ▭ EXISTING ADJACENT MONUMENT
  - ▭ EXISTING ADJACENT MARKER
  - ▭ EXISTING ADJACENT BENCHMARK
  - ▭ EXISTING ADJACENT CONTROL POINT

**SURVEYOR'S CERTIFICATION**  
CHICAGO TITLE SURVIVANCE COMPANY AND PIVOT LLC  
I, the undersigned, being a duly licensed and sworn surveyor in the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the plat of the survey made by me or under my supervision and in accordance with the provisions of the Surveying Act of 1984, Chapter 65 ILCS 5, and that the same has been approved by me as the surveyor.

\_\_\_\_\_  
*Steven J. Whittle*  
Surveyor



SCALE 1" = 20'



**PINK, WHEELER & ASSOCIATES, LLC**  
SURVEYING ENGINEERING ENVIRONMENTAL CONSULTING  
EAST GUN CAMPBLEDGE  
410-9222-464 410-226-6963

DATE	REVISED

**ALTA / NSPS LAND TITLE SURVEY**  
FOR THE ACRES OF  
**JANICE MAE MAIORANA**  
PREPARED FOR:  
**PTV I, LLC**  
TAX MAP 53, LAND 24, PARCEL 215  
IN THE FIFTH ELECTION DISTRICT  
WISCONSIN COUNTY, ILLINOIS

DATE	BY
12 / 27 / 2012	
SCALE	BY
1" = 20'	
DATE	BY
12 / 20 / 2015	

**TITLE REPORT**  
THE SURVEY IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1984 (65 ILCS 5/2-3). THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEY AREA AND HAS FOUND THAT THE INFORMATION PROVIDED IS CORRECT AND ACCURATE.

**SCHEDULE A - SCHEDULE H (TAX MAP 53, LAND 24)**







**LEGEND**

- 8000 ft Airport Turning Radius
- ▭ Municipal Areas
- Resource Conservation Districts**
  - ▭ A - 1 Agricultural - Rural
  - ▭ VC Village Conservation
- Residential Districts**
  - ▭ R - 8 Residential
  - ▭ R - 15 Residential
  - ▭ R - 20 Residential
  - ▭ R - 30 Residential
  - ▭ REC Residential, Educational & Cultural
  - ▭ TT Town Transition
- Commercial Districts**
  - ▭ C - 1 Select Commercial
  - ▭ C - 2 General Commercial
  - ▭ C - 3 Regional Commercial
- Institutional, Business and Industrial Districts**
  - ▭ LB - 1 Light Business & Institutional
  - ▭ LB - 2 Light Business & Residential
  - ▭ AB Airport Business
  - ▭ I - 1 Light Industrial
  - ▭ I - 2 Heavy Industrial
- Overlay Districts**
  - ▭ A - 2 Airport Overlay
  - ▭ CBCA Chesapeake Bay Critical Area
  - ▭ HP Historic Preservation
  - ▭ Neighborhood Preservation
  - ▭ Paleochannel
- Legislatively Approved Floating Districts**
  - ▭ CID Corporate Industrial





**preliminary site layout  
(requested annexation area)**

5015/2026/2038 NORTH SALISBURY BLVD.  
SALISBURY, MD 21801

PROTOTYPE:	DEVELOPER:	DESIGNER:
BLDG. SF:	COMPANY: PENN TEX VENTURES, LLC	COMPANY: PENN TEX VENTURES, LLC
ACREAGE: 2.33 AC.	NAME: TIA WERNMAN	NAME: WILLIAM OWEN
PARKING SPACES: 139 SPACES	PHONE: 724-420-3367	PHONE: 724-420-3367

**SITE SUMMARY:**

Site Area: 2.33 acres  
Parking: 139 spaces



**RESOLUTION NO. 2856**

A RESOLUTION of the City of Salisbury to adopt an annexation plan for a certain area of land contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury, to be known as the "Route 13 North – Penntex 2 Property Annexation" beginning for the same point on the Corporate Limit, said point lying on the easterly right-of-way line of U.S. 13, North Salisbury Boulevard, thence by and with the northerly line of the lands PTV I, LLC.

WHEREAS the City of Salisbury is considering the annexation of a parcel of land contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury beginning for the same point on the Corporate Limit, said point lying on the easterly right-of-way line of U.S. 13, Boulevard, thence by and with the northerly line of the land of PTV I, LLC, and being more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS the City of Salisbury is required to adopt an annexation plan for the proposed area of annexation pursuant to the Local Government Article of the Maryland Annotated Code; and

WHEREAS the public hearing is scheduled for January 14, 2019, at 6:00p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT an annexation plan for the "Route 13 North – Penntex 2 Property Annexation," as set forth in Exhibit "B" attached hereto and made a part hereof, is adopted for that area of land located and binding upon the Northerly Corporate Limit of the City of Salisbury beginning for the same at a point on the Corporate Limit, said point lying on the easterly right-of-way line of U.S. Route 13 North Salisbury Boulevard; said parcel being contiguous to and binding upon the corporate limit of the City of Salisbury.

AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the Council hold a public hearing on the annexation plan hereby proposed on January 14, 2019, at 6:00p.m.in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of time and place of said hearing to be published not fewer than two (2) times at not less

29 than weekly intervals, in a newspaper of general circulation in the City of Salisbury, which said  
30 notice shall specify a time and place at which the Council of the City of Salisbury will hold a public  
31 hearing on the Resolution.

32 The above Resolution was introduced and read and passed at the regular meeting of the  
33 Council of the City of Salisbury held on the 10<sup>th</sup> day of December, 2018, having been duly published  
34 as required by law in the meantime a public hearing was held on January 14, 2019, and was finally  
35 passed by the Council at its regular meeting held on the 10<sup>th</sup> day of January 14, 2019.

36

37 \_\_\_\_\_  
38 Kimberly R. Nichols,  
39 City Clerk

\_\_\_\_\_   
John R. Heath,  
Council President

40

41 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2019.

42 \_\_\_\_\_  
43 Jacob R. Day,  
44 Mayor

45

# EXHIBIT A

## Metes and Bounds Description

### ROUTE 13 NORTH – PENNTEX 2 PROPERTY ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the northerly Corporate Limit of the City of Salisbury to be known as "Route 13 North – PennTex 2 Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the easterly right-of-way line of U. S. Route 13, North Salisbury Boulevard, X 1,211,186.94, Y 217,317.50; thence by and with the northerly line of the lands of PTV I, LLC, the following five courses: (1) North seventy-three degrees forty-two minutes nineteen seconds East (N 73° 42' 19" E) one hundred twenty-seven decimal four, five (127.45) feet to a point X 1,211,309.27, Y 217,353.26; (2) North forty-five degrees thirty-five minutes nineteen seconds East (N 45° 35' 19" E) sixty-nine decimal zero, three (69.03) feet to a point X 1,211,358.58, Y 217,401.57; (3) North sixty-two degrees five minutes nineteen seconds East (N 62° 05' 19" E) forty-four decimal five, nine (44.59) feet to a point X 1,211,397.97, Y 217,422.44; (4) North seventy-three degrees forty minutes nineteen seconds East (N 73° 40' 19" E) seventy-one decimal six, zero (71.60) feet to a point X 1,211,466.69, Y 217,442.57; (5) South eighty-seven degrees five minutes thirty-eight seconds East (S 87° 05' 38" E) one hundred twenty-seven decimal one, eight (127.18) feet to a point X 1,211,593.71, Y 217,436.12; thence North six degrees twenty-two minutes fifty seconds East (N 06° 22' 50" E) one hundred nineteen decimal six, eight (119.68) feet to a point on the southerly edge of Leonard's Mill Pond X 1,211,607.01 Y 217,555.05; thence by and with the said line of Leonard's Mill Pond the following six courses: (1) North fifty-one degrees thirty-six minutes fifty-eight seconds West (N 51° 36' 58" W) thirty decimal four, eight (30.48) feet to a point X 1,211,583.11, Y 217,573.98; (2) North fifty-nine degrees two minutes fifty-two seconds West (N 59° 02' 52" W) forty-five decimal seven, nine (45.79) feet to a point X 1,211,543.84, Y 217,597.53; (3) North sixty-eight degrees thirteen minutes twenty-one seconds West (N 68° 13' 21" W) sixty-five decimal nine, zero (65.90) feet to a point X 1,211,482.64, Y 217,621.98; (4) North sixty-eight degrees seventeen minutes fifty-eight seconds West (N 68° 17' 58" W) ninety-four decimal two, zero (94.20) feet to a point X 1,211,395.12, Y 217,656.81; (5) North sixty-seven degrees thirty-one minutes forty-one seconds West (N 67° 31' 41" W) sixty decimal zero, zero (60.00) feet to a point X 1,211,339.68, Y 217,679.75; (6) North fifty-two degrees thirty-one minutes forty-one seconds West (N 52° 31' 41" W) one hundred forty-nine decimal zero, zero (149.00) feet to a point on the aforementioned line of U. S. Route 13, North Salisbury Boulevard X 1,211,221.42, Y 217,770.39; thence with a chord of a curve on the said line of U. S. Route 13 South three degrees fifteen minutes forty-four seconds West (S 03° 15' 44" W) two hundred thirty-three decimal four, nine (233.49) feet to a point on the said line of U. S. Route 13 X 1,211,208.14, Y 217,537.28; thence with a chord of a curve on the said line of U. S. Route 13 South five degrees thirty minutes thirty-two seconds West (S 05° 30' 32" W) two hundred twenty decimal eight, zero (220.80) feet to the point of beginning and containing 2.343 acres, more or less, being Parcels 153, 185 & 215 on Tax Map 20. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

## Exhibit B

### ANNEXATION PLAN FOR THE PTV I, LLC – N. SALISBURY BOULEVARD ANNEXATION TO THE CITY OF SALISBURY

October 11, 2018

This Annexation Plan is consistent with the Municipal Growth Element of the City of Salisbury's adopted Comprehensive Plan. The following are milestones in the public review and consideration of the proposed Annexation which is the subject of this Annexation Plan:

- At a Work Session of the City of Salisbury Mayor and City Council, held on June 18, 2018, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by PTV I, LLC (“**PTV**”), dated May 25, 2018, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of land:
  - Map 0020, Grid 0024, Parcel 0153, consisting of .92 acres more or less, and having a premises address of 2815 N. Salisbury Blvd., Salisbury, Maryland 21801 and a Tax Identification Number of 05-029651 (“**Parcel 153**”);
  - Map 0020, Grid 0024, Parcel 0185, consisting of 1.07 acres more or less, having a premises address of 2825 N. Salisbury Blvd., Salisbury, Maryland 21801 and a Tax Identification Number of 05-032504 (“**Parcel 185**”); and,
  - Map 0020, Grid 0024, Parcel 0215, consisting of 25,303.54 square feet more or less, having a premises address of 2835 N. Salisbury Blvd., Salisbury, Maryland 21801 and a Tax Identification Number of 05-093228 (“**Parcel 215**”) (Parcel 153, Parcel 185 and Parcel 215 are hereinafter referred to collectively as the “**Annexed Property**”).
- At the July 19, 2018 Meeting of the Salisbury-Wicomico County Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Annexed Property and approved a favorable recommendation to the City for the proposed zoning of the Annexed Property.
- On \_\_\_\_\_, 2018, a Regular Meeting of the City of Salisbury Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City's annexation of the Annexed Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City's annexation of the Annexed Property, as requested by the Annexation Petition submitted by PTV. Furthermore, at the \_\_\_\_\_ 2018, Regular Meeting of the City of Salisbury Mayor and City Council, the City Council directed that this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, within thirty (30) days of the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

**1.0. GENERAL INFORMATION AND DESCRIPTION OF ANNEXED PROPERTY.**

**1.1. Petitioners for Annexation of the Annexed Property.**

(a) **Parcel 153.** PTV is the Petitioner for annexation of Parcel 153. Pursuant to an Agreement of Sale, dated October 14, 2016, by and between PTV and R & A Financial Enterprises, LLC (“**R&A**”), R&A agreed to convey unto PTV, and PTV agreed to purchase from R&A, all that certain real property defined herein as Parcel 153. In accordance with the aforesaid Agreement of Sale, PTV has an equitable interest in the annexation of Parcel 153; and, PTV is acting as the developer of Parcel 153 and all other parcels of land comprising the Annexed Property which is the subject of this Annexation Plan.

(b) **Parcel 185.** PTV is the Petitioner for annexation of Parcel 185. Pursuant to an Agreement of Sale, dated July 18, 2016, by and between PTV and CDE Properties, LLC (“**CDE**”), CDE agreed to convey unto PTV, and PTV agreed to purchase from CDE, all that certain real property defined herein as Parcel 185. In accordance with the aforesaid Agreement of Sale, PTV has an equitable interest in the annexation of Parcel 185; and, PTV is acting as the developer of Parcel 185 and all other parcels of land comprising the Annexed Property which is the subject of this Annexation Plan.

(c) **Parcel 215.** PTV is the Petitioner for annexation of Parcel 215. All that certain real property defined herein as Parcel 215 was conveyed unto PTV by Deed from Janice Mae Maiorana (a/k/a Janice Mae Maiorana-Smith), dated September 11, 2018 and recorded among the Land Records of Wicomico County, Maryland in Liber 4377, folio 90.

**1.2. Location.**

(a) **Parcel 153.** Parcel 153 is located on the easterly side of N. Salisbury Blvd. (i.e. U.S. Route 13, having a premises address of 2815 N. Salisbury Blvd., Salisbury, Maryland 21801 (Map 0020, Grid 0024, Parcel 0153).

(b) **Parcel 185.** Parcel 185 is located on the easterly side of N. Salisbury N. Salisbury Blvd. (i.e. U.S. Route 13) and is bounded on, the northerly side, by Leonard’s Mill Pond, having a premises address of 2825 N. Salisbury Blvd., Salisbury, Maryland 21801 (Map 0020, Grid 0024, Parcel 0185).

(c) **Parcel 215.** Parcel 215 is located on the easterly side of both Parcel 153 and Parcel 185, and is bounded, on the northerly side, by Leonard’s Mill Pond, having a premises address of 2835 N. Salisbury Blvd., Salisbury, Maryland 21801 (Map 0020, Grid 0024, Parcel 0215).

**1.3. Property Description.** The Annexed Property consists of 2.33 +/- acres of land more or less and is comprised of Parcel 153, Parcel 185 and Parcel 215, as more particularly described hereinabove.<sup>1</sup> Parcel 153 is depicted by a survey titled, “ALTA/NSPS Land Title Survey of the Land of R & A Financial Enterprises, LLC Prepared for PTV I, LLC”, attached hereto and incorporated herein as **Attachment 1**. Parcel 185 is depicted by a survey titled, “ALTA/NSPS Land Title Survey of the Land of CDE Properties, LLC Prepared for PTV I, LLC”, dated December 27, 2017, attached hereto and incorporated herein as **Attachment 2**. Parcel 215 is depicted by a survey titled, “ALTA/NSPS Land Title Survey of the Land of Janice Mae Maiorana

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<sup>1</sup> Enclosed with its Annexation Petition, PTV provided an Alta Survey for each of the Annexed Property’s three parcels (i.e. Parcel 153, Parcel 185 and Parcel 215). Based on those Alta Surveys, PTV calculates the total acreage for the Annexed Property to measure 2.33+/- acres. However, it should be noted: the Maryland State Department of Assessments and Taxation (“**SDAT**”) calculates the total acreage of the Annexed Property to measure 2.57+/- acres.



Prepared for PTV I, LLC”, dated December 27, 2017, attached hereto and incorporated herein as *Attachment 3*.

**1.4. Existing Zoning.** All of the Annexed Property is now zoned C-2, General Commercial under the Wicomico County Code.

- (a) **Parcel 153.** Parcel 153 adjoins C-2 zoned property to the north (i.e. Parcel 185) and to the east (i.e. Parcel 215) and adjoins property identified as Map 0020, Grid 0024, Parcel 0184 (“**Parcel 184**”) to the south, which said Parcel 184 is located within the municipal limits of the City of Salisbury and is zoned “General Commercial” under the City of Salisbury Code.
- (b) **Parcel 185.** Parcel 185 adjoins Leonard Mill Pond to the north and adjoins Parcel 153 to the south and Parcel 215 to the east, both of which are zoned C-2, General Commercial under the Wicomico County Code.
- (c) **Parcel 215.** Parcel 215 is adjoined: by Parcels 153 and 185 to the west, both of which are zoned C-2, General Commercial under the Wicomico County Code; by Leonard Mill Pond to the north; and by Parcel 184 to the south, which is located within the municipal limits of the City of Salisbury and is zoned “General Commercial” under the City of Salisbury Code.

## **2.0. LAND USE PATTERN PROPOSED FOR THE ANNEXED PROPERTY.**

### **2.1. Comprehensive Plan.**

- (a) The City of Salisbury adopted the current Comprehensive Plan in 2010. The Annexed Property is located within the City of Salisbury’s designated municipal growth area.<sup>2</sup>
- (b) With respect to annexation of lands, the goal of the City of Salisbury’s Comprehensive Plan is as follows: “To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

**2.2. Proposed Zoning for Annexed Property.** Upon annexation, the Annexed Property is proposed to be zoned as “General Commercial”. Per Section 17.36.010 of the City of Salisbury Code, the purpose of the “General Commercial” zoning district is “to provide a wide range of functional and attractive regional retail, office, service, wholesale, storage, distributing and light manufacturing activities.” In a letter to PTV, dated July 30, 2018, from Anne Roane, City Planner for the City of Salisbury, informing PTV the Planning Commission had forwarded a favorable recommendation to the Mayor and Council for the Annexed Property to be zoned General Commercial upon annexation, Ms. Roane explained: the Planning Commission found that the proposed zoning of General Commercial for the Annexed Property is consistent with Wicomico County’s General Commercial zoning district and the recommendation provided in the City of Salisbury’s Comprehensive Plan for commercial development in the area of the Annexed Property.

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<sup>2</sup> Pursuant to Resolution No. 2669, the City of Salisbury’s Comprehensive Plan was amended to correctly identify the land use designation of the Annexed Property, as well as other properties within the City of Salisbury’s municipal growth area, including Parcel 184, as “commercial”.

**2.3. Proposed Land Use for Annexed Property.** PTV proposes to redevelop the Annexed Property for two free-standing restaurants in accordance with the concept development plan submitted with the Annexation Petition filed by PTV (a copy of PTV's concept development plan for the Annexed Property is attached hereto and incorporated herein as *Attachment 4*).

**3.0. THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PROPERTY.**

**3.1. Roads.**

- (a) Currently, the Annexed Property has two (2) access points on U.S. Route 13 (i.e. N. Salisbury Blvd.). Upon redevelopment of the Annexed Property, PTV's concept development plan (*see Attachment 4*) indicates one access point on U.S. Route 13 with a connection to Parcel 184 (commonly known as the "Aldi site"), which has access to Dagsboro Road. The City of Salisbury Department of Infrastructure and Development will ultimately evaluate and make a determination about this proposed access configuration upon PTV's submittal of a final site development plan for the City's review and approval.
- (b) Sidewalks built to City standards would be located: (i) along the full road frontages around the portions of the Annexed Property's perimeter which adjoin public roadways; and, (ii) internal to the site connecting the Annexed Property to Parcel 184 (i.e. the Aldi site).

**3.2. Water and Wastewater Treatment.** In keeping with its concept development plan, PTV's redevelopment of the Annexed Property will create a demand of about 10,000 gallons per day. At its expense, PTV will connect to existing public water and sewerage facilities in the area at the direction of the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Annexed Property upon its redevelopment.

**3.3. Schools.** As a non-residential use, the Annexed Property will not generate pupil enrollment and will have no impact on school capacity.

**3.4. Parks and Recreation.** As a non-residential use, the Annexed Property will have no impact on park and recreational facilities, nor will PTV's planned redevelopment of the Annexed Property generate a demand for park and recreational facilities.

**3.5. Fire, E.M., and Rescue Services.** The Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services to residents of the Salisbury Fire District. The Annexed Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will provide the aforesaid services to the Annexed Property.

**3.6. Police.** The City of Salisbury Police Department will provide police services to the Annexed Property.

**3.7. Stormwater Management.** Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

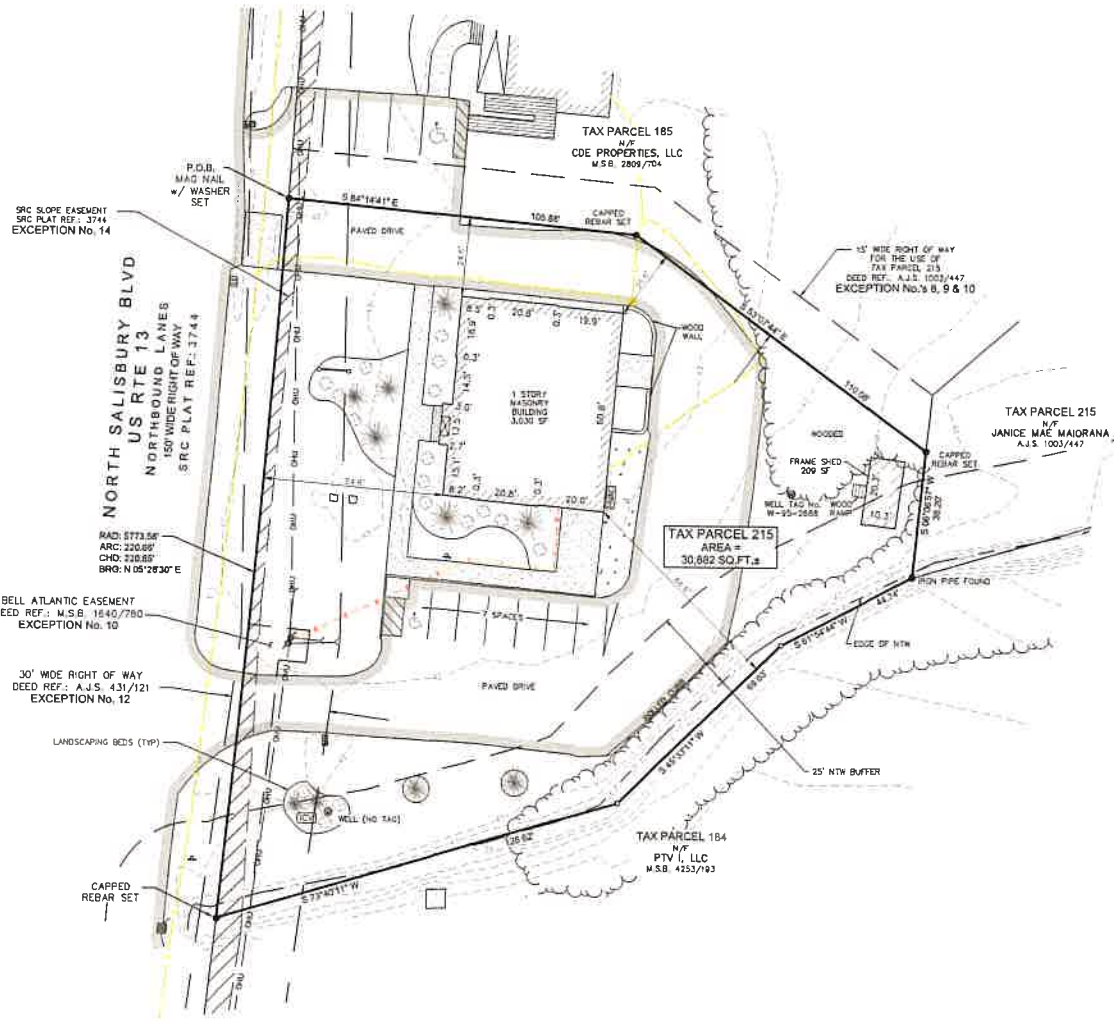
**3.8. Waste Collection.** Commercial development in the City of Salisbury is served by independent waste haulers.

**4.0. HOW DEVELOPMENT OF THE ANNEXED PROPERTY WILL RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.**

- (a) The Annexed Property is located along and, except for Parcel 215, is immediately adjacent to U.S. Route 13 (i.e. N. Salisbury Blvd.) at the northern gateway to the Salisbury Boulevard commercial corridor. PTV's proposed commercial use of the Annexed Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Annexed Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. PTV's proposed redevelopment of the Annexed Property would serve existing and future residents in this region of the City of Salisbury and would create various types of new jobs.
- (b) Attempts have been made to secure a development scenario that would be accessible by walking and would promote greater accessibility overall. The road constructed at the entrance to Parcel 184 (i.e. the Aldi site) along Dagsboro Road opposite Dickerson Lane will be extended through the Annexed Property, thereby connecting the Annexed Property to the entranceway on Parcel 184 for Dagsboro Road. Sidewalks would be constructed along the full road frontages around the portions of the Annexed Property's perimeter which adjoin public roadways.
- (c) PTV will be required to connect the Annexed Property by road and by pedestrian way to Parcel 184 (i.e. the Aldi site).
- (d) The thoughtful use of landscape design will enhance the quality of the streetscape in the area of the Annexed Property, which will improve it over existing conditions. For example: PTV will provide enhanced site landscaping at the site of the Annexed Property which recognizes and otherwise displays the "gateway" character of the Annexed Property; and, PTV will also provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Annexed Property and the residentially zoned properties adjoining portions of the Annexed Property (i.e. the residentially zoned properties adjoining Parcel 215 on the easterly side).
- (e) The Annexed Property is located within the City of Salisbury's designated Paleochannel District, which is intended to protect and conserve the water resources of the Paleochannel, an ancient riverbed at a depth of 100 to 200 feet below the surface which is estimated to hold approximately 7 billion gallons of water. Development projects in the Paleochannel District are required to undergo site plan review and approval by the Planning Commission and comply with certain protection performance standards.



- LEGEND:**
- = CONCRETE SURFACE
  - = BRICK SURFACE
  - = WOOD SURFACE
  - = EDGE OF PAVED SURFACE
  - = NO PARKING STRIPING
  - = UTILITY POLE
  - = UTILITY POLE GUY
  - P.O.B.** = POINT OF BEGINNING
  - = COMPUTED POINT UNLESS OTHERWISE NOTED
  - = MARKED NATURAL GAS LINE (UNDERGROUND)
  - = NATURAL GAS VALVE
  - = UTILITIES (OVERHEAD)
  - = MARKED UTILITIES (UNDERGROUND)
  - = WELL
  - = IRRIGATION CONTROL VALVE
  - = SANITARY SEWER CLEAN OUT
  - = STORM DRAIN INLET
  - = TREE LINE
  - = LANDSCAPE SHRUB
  - = HVAC SYSTEM COMPONENTS
  - = STATE ROADS COMMISSION (MARYLAND)
  - = NON-TIDAL WETLAND
  - = LIMITS OF NON-TIDAL WETLANDS
  - = SON
  - = MARQUEE
  - = MALBEC
  - = TOPOGRAPHIC CONTOUR & ELEVATION (1'FP)



**UNDERGROUND UTILITY WARNING:**  
 NO INVESTIGATION AS TO THE EXISTENCE OF ANY UNDERGROUND UTILITIES WAS CONDUCTED IN THE PREPARATION OF THIS PLAT. IT IS THE RESPONSIBILITY OF THE OWNER, SUCCESSORS, OR ANY CONTRACTOR TO COMPLY WITH THE UNDERGROUND UTILITY DAMAGE PREVENTION LAW AND THE REGULATORY REQUIREMENTS THEREOF. FINK, WHITTEN & ASSOCIATES, LLC IS NOT RESPONSIBLE FOR THE ACCURACY OR THE EXTENT OF THE UNDERGROUND UTILITY MARKING PERFORMED BY ANY UTILITY AND SHOWN HEREON.

**SURVEYOR'S CERTIFICATION:**  
 TO CHOCADO TITLE INSURANCE COMPANY AND PTV I, LLC.  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2008 MINIMUM STANDARD TECH. REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES FEES 1, 2, 3, 4, 5, 6(A), 6(B), 7(A), 7(B), 8, 9, 11, 13, 15, 16, 17, 18, AND 19 OF TABLE A HEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 15, 2017. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN DS.13.06.12 OF THE ANNOTATED CODE OF MARYLAND.  
 DATE OF PLAT OR MAP: DECEMBER 27, 2017  
 SIGNED: *Steven R. Whitten*  
 STEVEN R. WHITTEN  
 PROFESSIONAL LAND SURVEYOR NO. 12138  
 CURRENT LICENSE EXPIRES: FEBRUARY 1 / 8 / 2019



**FINK, WHITTEN & ASSOCIATES, LLC.**  
 LAND SURVEYING    LAND PLANNING  
 CIVIL ENGINEERING    SURVEYING  
 ENVIRONMENTAL    CONSULTING  
 EASTON    CAMBRIDGE  
 410-622-4488    410-228-4485  
 1000 Valley Road    1000 Valley Road  
 Easton, Maryland 21829    Cambridge, Maryland 21613  
 www.FINKWHITTEN.com

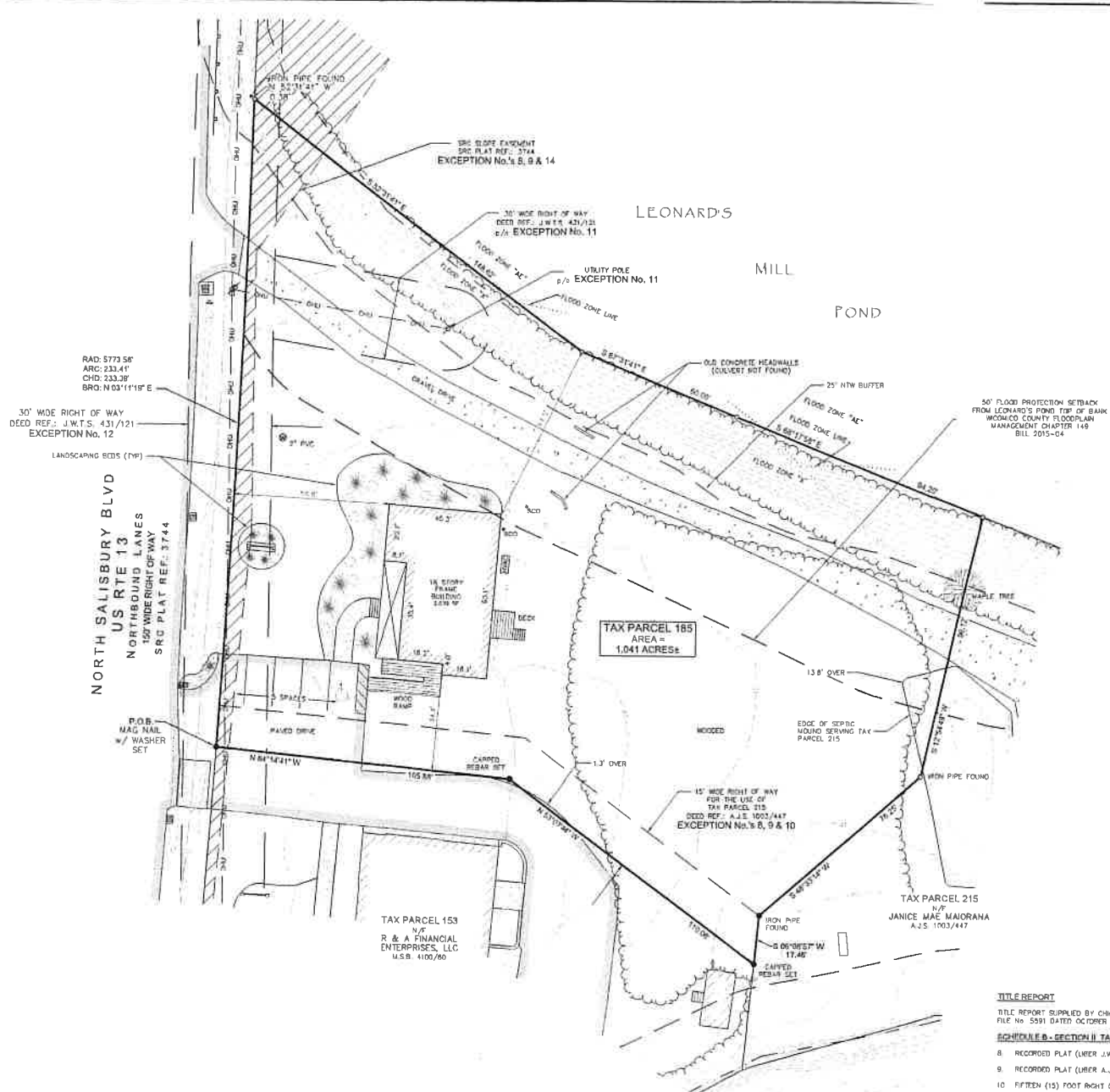
DATE	REVISION

**ALTA / NSPS LA**  
 OF THE  
**R & A FINANCIAL**  
 PREP  
**PTV**  
 TAX MAP 20, C  
 IN THE FIFTH  
 WICOMICO CC

- NOTES:**
1. OWNER:
  2. OWNER ADDRESS:
  3. PROPERTY ADDRESS:
  4. CURRENT DEED:
  5. ZONING:
  6. BUILDING SETBACKS:
  7. PROVIDED PLAT:
  8. THE ENTIRE PLAT IS SUBJECT TO THE 2008 MINIMUM STANDARD TECH. REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES FEES 1, 2, 3, 4, 5, 6(A), 6(B), 7(A), 7(B), 8, 9, 11, 13, 15, 16, 17, 18, AND 19 OF TABLE A HEREOF.
  9. THE PROPER CRITICAL AREAS ARE SHOWN ON THIS PLAT.
  10. THERE WAS NO BUILDING AT THE TIME OF THIS SURVEY.
  11. VERTICAL DIMENSIONS ARE IN FEET AND INCHES. ALL DIMENSIONS ARE TO BE SEaled ON THE PLAT.
- TITLE REPORT**  
 TITLE REPORT SUPPLIED BY CHOCADO TITLE INSURANCE COMPANY, FILE NO. 5448 DATED OCTOBER 30, 2017, MARKED "DRAWN".  
**SCHEDULE B - SECTION II TABLE OF EXCEPTIONS:**
8. PLAT ENTITLED "GEORGE W. HERRITT", DATED AUGUST 12, 1971 (LIBER J.W.T.S. N 1003/447).
  9. PLAT ENTITLED "PROPERTY SURVEY FOR GEORGE W. HERRITT", DATED FEBRUARY 1971 (LIBER J.W.T.S. N 1003/447).
  10. RIGHT OF WAY EASEMENT TO BELL-ATLANTIC (LIBER M.S.B. NO 1640/780).
  11. RIGHT OF WAY TO DELMARVA POWER & LIGHT COMPANY (LIBER J.W.T.S. NO 574).
  12. RIGHT OF WAY TO EASTERN SHORE PUBLIC SERVICE COMPANY (LIBER J.W.T.S. NO 13).
  13. RIGHT OF WAY TO EASTERN SHORE PUBLIC SERVICE COMPANY (LIBER J.W.T.S. NO 14).
  14. DEED AND PLAT TO STATE OF MARYLAND (LIBER I.D.T. NO. 219, FOLIO 788) - A



- LEGEND**
- CONCRETE SURFACE
  - GRAVEL SURFACE
  - WOOD SURFACE
  - EDGE OF PAVED SURFACE
  - NO PARKING STRIPPING
  - UTILITY POLE
  - P.O.B. - POINT OF BEGINNING
  - COMPUTER POINT UNLESS OTHERWISE NOTED
  - MARKED NATURAL GAS LINE (UNDERGROUND)
  - NATURAL GAS VALVE
  - UTILITIES (OVERHEAD)
  - MARKED UTILITIES (UNDERGROUND)
  - WELL
  - SANITARY SEWER (CLEAN OUT)
  - STORM DRAIN INLET
  - TREE LINE
  - SHRUB
  - LANDSCAPE SHRUB
  - OBSTRUCTIONS
  - HAZARDOUS MATERIAL
  - STATE ROADS COMMISSION (MARYLAND)
  - NTW - NON-TOTAL WETLAND
  - LIMITS OF NON-TOTAL WETLANDS
  - MALEBOK
  - MOOSE
  - SDN
  - TOPOGRAPHIC CONTOUR & ELEVATION (TP)



- NOTES:**
- OWNER: CDE PROPERTIES, LLC
  - OWNER ADDRESS: PO BOX 3682 SALESURY, MARYLAND 21
  - PROPERTY ADDRESS: 2825 N SALISBURY BLVD SALESURY, MARYLAND 21  
TAX MAP 20, GRID 24, PARCEL 185  
TAX ACCOUNT: # 05-032524
  - CURRENT DEED REFERENCE: LIRER M/S R 2809
  - ZONING: C2 - GENERAL COMMERCIAL
  - BUILDING SETBACKS: FRONT 45' / SIDE 3-10' / REAR 10' / 20'
  - PROVIDED PARKING SPACES: 3 TOTAL (INCLUDING 2 SPACES FOR HANDICAPPED)
  - THE ENTIRE PROPERTY SHOWN HEREON IS LOCATED IN LOCAL ZONES 1A (EX 23) AND 1C AS SHOWN ON THE COMMUNITY PLAN, NO. 240100112E FOR WICOM COUNTY, MARYLAND, DECEMBER 17, 2015.
  - THE PROPERTY SHOWN HEREON IS LOCATED IN A CRITICAL AREA.
  - THERE WAS NO EVIDENCE OF RECENT EARTH MOVEMENT OR BUILDING ADJUSTMENT OBSERVED IN THE PROCESS OF SURVEY.
  - VERTICAL DATUM OF ELEVATIONS SHOWN HEREON IS NAD 83. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS FOR SURVEYING IN MARYLAND, ENACTED BY THE BOARD OF SURVEYING AND MAPPING, MARYLAND, IN MARCH 11, 2013. UNDER SUCH CONTRACT.
- LEGAL DESCRIPTION TAX PARCEL 185**  
ALL THAT LOT OR PARCEL OF LAND SITUATE, LYING NORTH SALISBURY BLVD (US ROUTE 13) AND BEN LEONARD'S MILL POND IN WICOMICO COUNTY, STATE OF MARYLAND, PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A MARK WITH WASHNER SET, 54' THE EASTERN RIGHT OF WAY LINE OF US RTE 13; MAC NAIL WITH WASHNER ALSO BEING ON THE DIVISION LINE BETWEEN TAX PARCEL 185 AND THE UNRECORDED LAND, SAID MAC NAIL WITH WASHNER BEING HEREOF DESCRIBED LAND; THENCE WITH THE SAID (1) BEING A CURVE TURNING TO THE LEFT HAVING A LENGTH OF 233.41', A CHORD BEARING OF N 231° 23' 35" TO A POINT, SAID POINT BEING S 57° 31' 41" FROM PIPE FOUND; SAID POINT ALSO BEING ON THE EASING LINE WITH THE SAID SOUTH DIVISION LINE OF THREE (3) COURSES AND DISTANCES (2) S 52° 31' POINT, THENCE (3) S 87° 31' 41" A DISTANCE OF 84.30' TO A POINT; (4) S 40° 31' 41" W A DISTANCE OF 8' 50" TO THE LAND OF JANICE MAE MAIORANA (DEED BEING THE SAID LAND OF JANICE MAE MAIORANA (DEED BEING COURSES AND DISTANCES (5) S 128° 48' W A DISTANCE OF 84.30' TO A POINT; THENCE (6) S 40° 31' 41" W A DISTANCE OF 17' 46" CAPPED REBAR SET; THENCE (7) S 08° 52' 57" W A DISTANCE OF 17' 46" CAPPED REBAR SET; THENCE (8) N 11° 08' TO THE POINT OF BEGINNING, CONTAINING AN AREA 0.1050 ACRES BEING THE SAME LAND AS DESCRIBED IN DEED BEING RECORDED AMONG THE LAND RECORDS OF WICOMICO COUNTY, MARYLAND, DECEMBER 17, 2015.

**TITLE REPORT**

TITLE REPORT SUPPLIED BY CHICAGO TITLE INSURANCE COMPANY, FILE No 5991 DATED OCTOBER 30, 2017, MARKED "ORAMT".

**SCHEDULE B - SECTION II - TABLE OF EXCEPTIONS**

- RECORDED PLAT (LIRER J.W.T.S. No. 762, FOLIO 93) - R/W EASMENT AS SHOWN HEREOF
- RECORDED PLAT (LIRER A.J.S. No. 1003, FOLIO 450) - R/W EASMENT AS SHOWN HEREOF
- FIFTEEN (15) FOOT RIGHT OF WAY (LIRER A.J.S. 1003, FOLIO 447) - AS SHOWN HEREOF
- RIGHT OF WAY TO DELMARVA POWER & LIGHT COMPANY (LIRER J.W.T.S. No. 574, FOLIO 308) - AS SHOWN HEREOF
- RIGHT OF WAY TO EASTERN SHORE PUBLIC SERVICE COMPANY (LIRER J.W.T.S. No. 431, FOLIO 121) - AS 5'
- RIGHT OF WAY TO EASTERN SHORE PUBLIC SERVICE COMPANY (LIRER J.W.T.S. No. 289, FOLIO 144) - MAY BEING THE SAME LAND AS DESCRIBED IN DEED BEING RECORDED AMONG THE LAND RECORDS OF WICOMICO COUNTY, MARYLAND, DECEMBER 17, 2015.

**UNDERGROUND UTILITY WARNING**  
NO INVESTIGATION AS TO THE EXISTENCE OF ANY UNDERGROUND UTILITIES WAS CONDUCTED IN THE PREPARATION OF THIS PLAT. IT IS THE RESPONSIBILITY OF THE OWNER, SUCCESSORS, OR ASSIGN, AND FOR ANY CONTRACTOR TO COMPLY WITH THE UNDERGROUND FACILITIES DAMAGE PREVENTION LAW AND THE REQUIREMENTS THEREOF. THE SURVEYOR HAS CONDUCTED A VISUAL SURVEY OF THE PROPERTY AND HAS NOTED THE PRESENCE OF UTILITIES AS SHOWN HEREOF. THE SURVEYOR HAS CONDUCTED A VISUAL SURVEY OF THE PROPERTY AND HAS NOTED THE PRESENCE OF UTILITIES AS SHOWN HEREOF.

**SURVEYOR'S CERTIFICATION**

TO CHICAGO TITLE INSURANCE COMPANY AND PTY, LLC  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE STATE SURVEYING STATUTES AND REGULATIONS FOR ALTERNATE LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES BEARS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 18, 2017. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN CHAPTER 18.01 OF THE ANNOTATED CODE OF MARYLAND, AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, TITLE 18.01, ARTICLE 18.01, SECTION 18.01.02 (1) AND (2).  
*Steven W. Whitten*  
STEVEN W. WHITTEN  
PROFESSIONAL LAND SURVEYOR NO. 041208  
CURRENT LICENSE EXPIRES/RENEWED 1 / 8 / 2019  
DATE 12 / 27 / 2017



**FINK, WHITTEN & ASSOCIATES, LLC.**

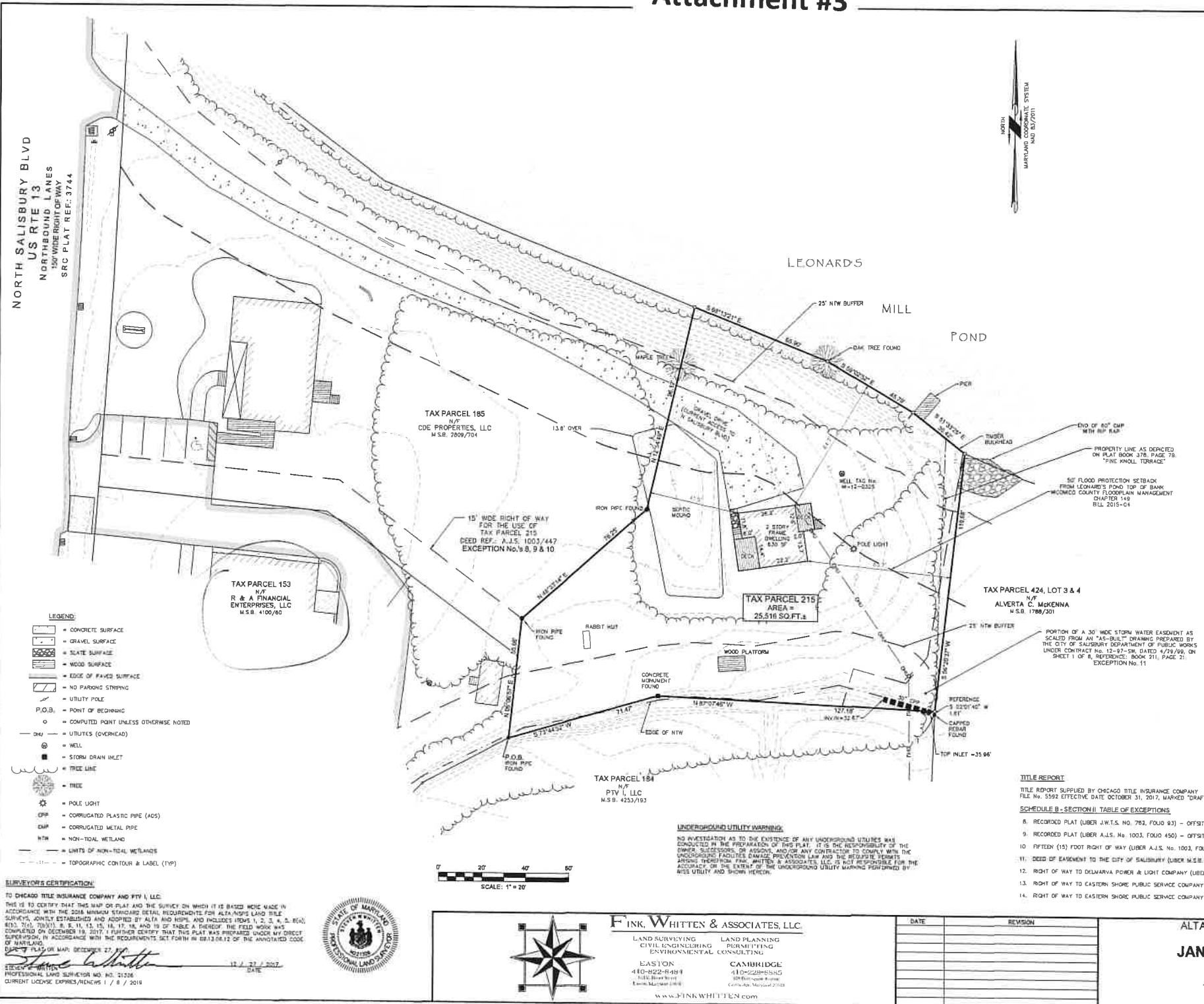
- LAND SURVEYING
- CIVIL ENGINEERING
- ENVIRONMENTAL CONSULTING
- LAND PLANNING
- PERMITS/REG.
- CONSULTING

EASTON 410-492-4444  
118 S. BROADWAY  
EASTON, MARYLAND 21829  
CAMBRIDGE 410-228-5855  
105 N. WYOMING AVENUE  
CAMBRIDGE, MARYLAND 21613

www.FINKWHITTEN.com

DATE	REVISION

**ALTA / NSPS LAND TITLE SURVEY**  
OF THE LAND OF  
**CDE PROPERTIES, LLC**  
PREPARED FOR:  
**PTVI, LLC**  
TAX MAP 20, GRID 24, PARCEL 185  
IN THE FIFTH ELECTION DISTRICT  
WICOMICO COUNTY, MARYLAND



- LEGEND:**
- [Symbol] CONCRETE SURFACE
  - [Symbol] GRAVEL SURFACE
  - [Symbol] SLATE SURFACE
  - [Symbol] WOOD SURFACE
  - [Symbol] EDGE OF PAVED SURFACE
  - [Symbol] NO PARKING STRIPING
  - [Symbol] UTILITY POLE
  - [Symbol] POINT OF BEGINNING
  - [Symbol] COMPUTED POINT UNLESS OTHERWISE NOTED
  - [Symbol] UTILITIES (OVERHEAD)
  - [Symbol] WELL
  - [Symbol] STORM DRAIN INLET
  - [Symbol] TREE LINE
  - [Symbol] TREE
  - [Symbol] POLE LIGHT
  - [Symbol] CORRUGATED PLASTIC PIPE (40S)
  - [Symbol] CORRUGATED METAL PIPE
  - [Symbol] NTH
  - [Symbol] LIMITS OF NON-TIDAL WETLANDS
  - [Symbol] TOPOGRAPHIC CONTOUR & LABEL (10')



**SURVEYOR'S CERTIFICATION:**

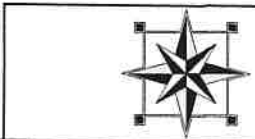
TO CHICAGO TITLE INSURANCE COMPANY AND PTV, LLC:  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2015 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/MSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND MSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 8(c), 8(d), 7(a), 7(b), 7(c), 8, 9, 11, 13, 15, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 19, 2017. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN 62 ILCS 08.12 OF THE ANNOTATED CODE OF ILLINOIS.  
 DATE OF PLAT OR MAP: DECEMBER 27, 2017  
 [Signature] 12 / 27 / 2017  
 PROFESSIONAL LAND SURVEYOR NO. 32338  
 CURRENT LICENSE EXPIRES/RENEWS 1 / 8 / 2019



**UNDERGROUND UTILITY WARNING:**  
 NO INVESTIGATION AS TO THE EXISTENCE OF ANY UNDERGROUND UTILITIES WAS CONDUCTED IN THE PREPARATION OF THIS PLAT. IT IS THE RESPONSIBILITY OF THE OWNER, SUCCESSORS, OR ASSIGNS, AND/OR ANY CONTRACTOR TO COMPLY WITH THE APPROPRIATE FACILITIES DAMAGE PREVENTION LAW AND THE RESPECTIVE PERMITS ARISING THEREFROM. PINK, WHITTEN & ASSOCIATES, LLC IS NOT RESPONSIBLE FOR THE ACCURACY OR THE EXTENT OF THE UNDERGROUND UTILITY MARKING PERFORMED BY ANY UTILITY AND TOWN HEREIN.

**TITLE REPORT**

TITLE REPORT SUPPLIED BY CHICAGO TITLE INSURANCE COMPANY FILE NO. 5592 EFFECTIVE DATE OCTOBER 31, 2017, MARKED "DRAFT",  
**SCHEDULE B - SECTION II) TABLE OF EXCEPTIONS**  
 8. RECORDED PLAT (LIBER J.W.T.S. NO. 783, FOLIO 03) - OFFSITE APPURTENANT RR  
 9. RECORDED PLAT (LIBER A.L.S. No. 1003, FOLIO 450) - OFFSITE APPURTENANT RR  
 15 FEET (15) FOOT RIGHT OF WAY (LIBER A.L.S. NO. 1003, FOLIO 447) - OFFSITE  
 11. DEED OF EASEMENT TO THE CITY OF SALISBURY (LIBER M.S.B. No. 1988, FOLIO 2  
 12. RIGHT OF WAY TO DELMARVA POWER & LIGHT COMPANY (LIBER J.W.T.S. NO. 574,  
 13. RIGHT OF WAY TO EASTERN SHORE PUBLIC SERVICE COMPANY (LIBER J.W.T.S. NO.  
 14. RIGHT OF WAY TO EASTERN SHORE PUBLIC SERVICE COMPANY (LIBER J.W.T.S. NO.



**PINK, WHITTEN & ASSOCIATES, LLC.**  
 LAND SURVEYING      LAND PLANNING  
 CIVIL ENGINEERING    PERMITTING  
 ENVIRONMENTAL CONSULTING  
 EASTON                    CAMBRIDGE  
 410-822-8484              410-528-8545  
 P.O. Box 944                      388 Hill Court # 212  
 Easton, Maryland 21542            Cambridge, Maryland 21613  
 www.pinkwhitten.com

DATE	REVISION

**ALTA/MSPS LA**  
**OF THE**  
**JANICE MA**  
**PTV**  
 TAX MAP 20, GI  
 IN THE FIFTH 1  
 WICOMICO CO



**preliminary site layout  
(requested annexation area)**

2815/2825/2835 NORTH SALISBURY BLVD.  
SALISBURY, MD 21801

PROTOTYPE:	DEVELOPER:	DESIGNER:
BLDG. SF:	COMPANY: PENN TEX VENTURES,LLC	COMPANY: PENN TEX VENTURES,LLC
ACREAGE: 2.33 AC.	NAME: TIM WEINMAN	NAME: WILLIAM OWEN
PARKING SPACES: 139 SPACES	PHONE: 724-420-5367	PHONE: 724-420-5367

**SITE SUMMARY:**

Site Area: 2.33 acres  
Parking: 139 spaces



# PTV I, LLC – NORTH SALISBURY BOULEVARD ANNEXATION

## EXHIBIT C

### ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** (“**Agreement**”) is made this \_\_\_\_ day of October, 2018, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “**City**”), and *PTV I, LLC*, a Pennsylvania limited liability company (“**PTV**”) (the City and PTV are hereinafter referred to collectively as the “**Parties**”).

### RECITALS

**WHEREAS**, for purposes of this Agreement, the term “PTV” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of PTV, as the case may be, such that this Agreement, and all of the terms and conditions set forth herein, shall apply to, be binding in all respects upon and inure to the benefit of each and every successor-in-interest and/or assign of PTV, as the case may be;

**WHEREAS**, pursuant to that certain Agreement of Sale, dated October 14, 2016, by and between R & A Financial Enterprises, LLC (“**R&A**”) and PTV, R&A agreed to convey unto PTV, and PTV agreed to purchase from R&A, all that certain real property identified as Map 0020, Grid 0024, Parcel 0153, consisting of .92 acres more or less, and having a premises address of 2815 N. Salisbury Blvd., Salisbury, Maryland 21801 (“**Parcel 153**”);

**WHEREAS**, pursuant to that certain Agreement of Sale, dated July 18, 2016, by and between CDE Properties, LLC (“**CDE**”) and PTV, CDE agreed to convey unto PTV, and PTV agreed to purchase from CDE, all that certain real property identified as Map 0020, Grid 0024, Parcel 0185, consisting of 1.07 acres more or less, having a premises address of 2825 N. Salisbury Blvd., Salisbury, Maryland 21801 (“**Parcel 185**”);

**WHEREAS**, PTV is the owner of all that certain real property identified as Map 0020, Grid 0024, Parcel 0215, consisting of 25,303.54 square feet more or less, having a premises address of 2835 N. Salisbury Blvd., Salisbury, Maryland 21801 (“**Parcel 215**”), pursuant to a Deed, dated September 11, 2018, from Janice Mae Maiorana (a/k/a Janice Mae Maiorana-Smith) (“**Maiorana-Smith**”) to PTV, recorded among the Land Records of Wicomico County, Maryland in Liber 4377, folio 90 (Parcel 153, Parcel 185 and Parcel 215 are hereinafter referred to collectively as the “**Property**”);

**WHEREAS**, upon acquiring title to all three (3) parcels of land comprising the Property, PTV intends to re-subdivide the three (3) parcels of the Property into two (2) parcels, as described in *Exhibit A* attached hereto and incorporated herein;

**WHEREAS**, upon PTV’s acquisition of all parcels comprising the Property (i.e. Parcel 153, Parcel 185 and Parcel 215), and following PTV’s subdivision of the Property into two (2) parcels as described in *Exhibit A*, PTV intends to construct upon the Property certain commercial buildings and associated site improvements consistent with the use of property located in the City’s General Commercial zoning district;

**WHEREAS**, all of the land which makes up the Property is located within Wicomico County, Maryland and outside the municipal boundaries of the City, and, therefore, the Property is ineligible to receive City services, including municipal water and sanitary sewer utility service, which PTV desires to obtain for its development of the Property as aforesaid;

**WHEREAS**, PTV, with the consent of each of R&A, CDE and Maiorana-Smith, submitted a Petition for Annexation (the “**Petition**”), dated May 25, 2018, requesting the City annex each parcel of land which makes up the Property as contemplated herein;



**WHEREAS**, the City is willing to annex the Property, provided PTV agrees to adhere to all laws, ordinances and regulations of the City, and the provisions of this Agreement, regarding PTV's use and development of the Property;

**WHEREAS**, appropriate and required public hearings on the proposed annexation of the Property have been held pursuant to all applicable state and local laws;

**WHEREAS**, pursuant to the authority contained in MD Code, Local Government, § 4-101, et seq., the City and PTV enter into this Agreement to set forth the terms and conditions of the proposed annexation of the Property and all annexation proceedings relating thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

**1. Effective Date.**

The effective date of this Agreement shall be the date upon which the Resolution approving the City's annexation of the Property becomes effective (said Resolution is hereinafter referred to as the "**Annexation Resolution**"). The annexation of the Property shall not become effective unless and until all applicable appeal and referendum periods have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City's annexation of the Property.

**2. Warranties & Representations of the City.**

(a) The City, the Salisbury-Wicomico County Planning Commission, and associated staff shall be guided by this Agreement, throughout the review of any and all development plans submitted for or relating to the Property or any portion thereof to ensure the provisions of this Agreement are specifically implemented. Any approval granted to or for a development plan for the Property or any portion thereof by any commission, board, body or agent of the City shall be in substantial compliance with all of the terms and conditions of this Agreement.

(b) The Parties expressly acknowledge and agree the City's support for the annexation of the Property, as provided herein, is not intended, nor shall it be construed, to prohibit the City from enacting such future ordinances, charter provisions, engineering standards or any amendments thereto deemed necessary or appropriate to protect the public, health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property or any portion thereof, provided any such application does not operate to divest prior approvals, nor interfere with PTV's vested rights in and to the Property, or any portion thereof, to any extent greater than the impact of such ordinances and charter resolutions have upon other similarly-situated properties located within the municipal boundaries of the City.

**3. Warranties & Representations of PTV.**

(a) This Agreement shall constitute the written consent of PTV to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). PTV represents and warrants to the City that it has the full power and authority to sign this Agreement and that PTV is the sole owner of the Property more particularly described in *Exhibit A* and, thus, constitutes the owner of one hundred percent (100%) of the assessed value of the Property. PTV further represents and warrants to the City that there is no action pending against, or otherwise involving, PTV that would affect, in any way, the right and authority of PTV to execute this Agreement.

(b) PTV expressly acknowledges and agrees that it will receive a benefit from and upon the City's annexation of the Property; accordingly, by PTV's execution of this Agreement, PTV agrees, as a bargained-for condition for the City's annexation of the Property, to waive and relinquish any and all right

it has or may have to withdraw its consent to the City's annexation of the Property or any portion thereof. PTV shall not petition the Annexation Resolution to referendum and, in the event the Annexation Resolution is petitioned to referendum and PTV is permitted to vote in such referendum, PTV shall vote in favor of the Annexation Resolution.

**4. Application of City Code and Charter.**

From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter (the "Charter") and the Salisbury Municipal Code (the "City Code") shall have full force and effect within the Property, except as otherwise expressly set forth herein.

**5. Municipal Zoning.**

Upon the effective date of the Annexation Resolution, the Property shall be zoned General Commercial.

**6. Municipal Services.**

(a) Subject to the obligations of PTV set forth in Section 9(f)(i)-(ii) hereof, the City agrees to provide all necessary municipal services required for PTV's development of the Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services as generally available to City residents.

(b) With regard to public water and sewer allocation for the Property or any portion thereof, any allocation of public water or wastewater capacity and/or services shall be made by the City according to adopted allocation plans in effect at the time PTV makes a request for such capacity and/or services.

**7. Standards & Criteria.**

Should any environmental, engineering, or other similar standard or criteria expressly provided in this Agreement be exceeded by any local, state or federal law, regulation, rule, standard or authorized criteria, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria, law or regulation shall apply.

**8. City Boundary Markers.**

(a) PTV, at its sole cost and expense, shall install City Boundary Markers at the boundary lines representing the enlarged City boundaries resulting from the City's annexation of the Property. PTV shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the boundary lines, as aforesaid, within ninety (90) days of the expiration of the forty-five (45) day referendum period applicable to the Annexation Resolution.

(b) In the event PTV fails to comply with its obligations under Section 8(a) hereof, then, upon the expiration of the ninety (90) day period set forth in Section 8(a), PTV shall make payment to the City in the amount of either Ten Thousand Dollars and 00/100 (\$10,000.00) or the amount of the costs incurred by the City to perform the obligations of PTV under Section 8(a), whichever is greater.

9. **Development Considerations.**

(a) **Fees & Costs.** PTV expressly acknowledges and agrees that it shall make payment to the City for any and all fees, costs and/or expenses, including, but not limited to, legal fees, planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement, the preparation of the Annexation Resolution, the preparation of any other document(s) pertaining to the annexation of the Property, the publication of public notice(s) for the annexation of the Property, and any other matter relating to or arising from the annexation of the Property, as determined by the City in its sole discretion. The City shall invoice PTV for all costs to be paid by PTV under this Section 9(a) and PTV shall make payment to the City for all such amounts within fifteen (15) days of PTV's receipt of any such invoice from the City.

(b) **Development of Property.** PTV shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City's General Commercial zoning district.

(c) **Contribution to Area Improvement.** PTV agrees to install sidewalks along the full public road frontage of the Property and to install pedestrian walkways within the Property in such manner and to such extent as determined necessary and appropriate by the City's Department of Infrastructure and Development.

(d) **Contribution to the Re-Investment in Existing Neighborhoods.**

(i) Prior to PTV's submission or filing of any application or request for issuance of a permit for or relating to PTV's development of the Property, including an application for a building permit, or upon the expiration of one hundred twenty (120) days from the effective date of the Annexation Resolution, whichever occurs first, PTV shall pay to the City a non-refundable development assessment in the amount of Twenty-One Thousand Dollars and 00/100 (\$21,000.00) (the "**Development Assessment**"). PTV expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement.

(ii) In the event PTV fails to pay the Development Assessment to the City in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, PTV shall make payment of the Development Assessment, including all late charges incurred thereon, if any, to the City, prior to the City's issuance of any permit for or relating to any development of the Property.

(iii) The Parties expressly acknowledge and agree the Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against PTV or the Property in accordance with the terms and conditions of this Agreement and/or pursuant to any law or regulation applicable to the Property and/or the development thereof.

(e) **Community & Environmental Design.** PTV expressly acknowledges and agrees that any development plan for the Property shall: feature strong pedestrian, functional and visual relationships from

the street and sidewalk to the front entrance of each structure constructed at or upon the Property; include enhanced site landscaping which recognizes and otherwise displays the "gateway" character of the Property; and, provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Property and the residentially zoned properties adjoining portions of the Property.

**(f) Public Utility Improvements & Extensions.**

- (i)** The Parties expressly acknowledge and agree that extensions of public water and sanitary sewer utilities will be necessary to meet the utility service requirements for and within the Property. Accordingly, the Parties expressly acknowledge and agree that PTV shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, such public water and sanitary sewer utility extension(s), including water and sewer main(s), trunk line(s), fire hydrant(s) and appurtenant facilities, required or imposed to serve the development or redevelopment of, or any other site improvements to or for, the Property or any portion thereof, in accordance with the City's standards and specifications.
- (ii)** In addition to the provisions set forth in Section 9(f)(i), PTV's design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the Property shall be governed by the terms and conditions of a Public Works Agreement, by and between PTV and the City (the "PWA"), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective, with the express agreement that execution of the PWA by the Parties will not be unreasonably conditioned, withheld or delayed; provided, however, no permit may be issued to PTV, or any party acting on its behalf, for any work associated with PTV's development of the Property, or any portion thereof, until the PWA has been executed by the Parties.

**10. RECORD PLAT.**

PTV shall provide the City with a copy of the final record plat for any development of, on or within the Property.

**11. NOTICES.**

All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof: (1) when delivered in person on a business day at the address set forth below; (2) on the third (3<sup>rd</sup>) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (3) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

All notices and other communications to PTV shall be addressed to, and delivered at, the following addresses:

PTV I, LLC  
c/o Ted Donald  
400 Penn Center Boulevard, Building 4  
Suite 1000  
Pittsburgh, PA 15235

All notices and other communications to the City shall be addressed to, and delivered at, the following addresses:

City of Salisbury

c/o Amanda H. Pollack, P.E., Director  
Department of Infrastructure and Development  
125 N. Division Street, Room 202  
Salisbury, Maryland 21801

*With a copies to:*  
Michael P. Sullivan, Esquire  
Cockey, Brennan & Maloney, P.C.  
313 Lemmon Hill Lane  
Salisbury, Maryland 21801

S. Mark Tilghman, Esquire  
Seidel, Baker & Tilghman, P.A.  
110 N. Division Street  
Salisbury, MD 21801  
City Solicitor

**12. Future Uses of Annexation Property.**

PTV expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development of the Property must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City, and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's General Commercial zoning district. Development of the Property shall be subject to, and must comply with, any and all applicable capacity fees and/or impact fees established by the City and/or Wicomico County existing as of the effective date of the Annexation Resolution, subject to any amendments thereto as approved by the City and/or Wicomico County from time to time. The Parties expressly acknowledge and agree that this Agreement, or any of the terms set forth herein, shall not, in any way, constitute, or otherwise be construed as, an approval for any specific development on or within the Property or any portion thereof; nor shall this Agreement or any of its terms constitute or otherwise be construed as a waiver by the City of any fee(s) or charge(s) associated with or arising from PTV's development and/or use of the Property or any portion thereof.

**13. Miscellaneous Provisions.**

**(a) Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The Parties, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of the Maryland courts and to venue in Wicomico County, Maryland with respect to any matter arising from or in connection with this Agreement.

**(b) Scope of Agreement.** This Agreement is not intended to limit the exercise of any police power(s) of the City, to limit the operation of the City government or to guarantee the outcome of any administrative process. Unless otherwise expressly set forth in this Agreement or in any other subsequent agreement entered into by the Parties, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: **(i)** enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; **(ii)** enacted or adopted by the City as a result of a state or federal mandate; or, **(iii)** applicable to the Property and to similarly situated property located outside of the City in Wicomico County.

(c) **Entire Agreement.** This Agreement and all exhibits and/or addenda attached hereto constitutes the entire agreement and understanding of the Parties with respect to the transactions contemplated herein, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

(d) **Waiver.** None of the terms or conditions of this Agreement may be waived, except if set forth in a writing signed by the party entitled to the benefit of the term(s) or condition(s) so waived; and, such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

(e) **Project as a Private Undertaking.** The Parties expressly acknowledge and agree: (i) that the development or redevelopment of the Property, or any portion thereof, is a private undertaking; (ii) that neither the City nor PTV is acting as the agent of the other party in any respect hereunder; and, (iii) that each of the City and PTV is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

(f) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Parties.

(g) **Binding Effect.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, any successor municipal authority of the City and/or any successor owner(s) of record of the Property or any portion thereof.

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by PTV, without the consent of the City or any of its elected officials, employees or agents, to any purchaser of the Property or any portion thereof; provided, however, any transfer of all or a portion of the Property shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), PTV shall not transfer, or pledge as security for any debt or obligation, any of its interest in or to all or any portion of the Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions set forth herein, as if such transferee or pledgee was a party to this Agreement. PTV shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by PTV of any of its interests in and to the Property or any portion thereof.

(i) **Express Condition.** The obligations of PTV under this Agreement shall be contingent upon the annexation of the Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of PTV independent of its ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, the obligations of PTV under Section 9(a) hereof shall not be contingent or otherwise conditioned upon annexation of the Property and shall be binding upon and enforceable against PTV, its successors, representatives and assigns, to the fullest extent permitted by Maryland law.

(j) **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits, schedules and/or addenda attached hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County, the costs of which shall be paid by PTV. This Agreement, and all of the terms contained herein, shall run with the Property and be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and/or assigns.

(l) **No Reliance.** Each party to this Agreement, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation(s) or statement(s), whether express or implied,

made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

**(m) Further Assurances.** The Parties covenant and agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to give full effect to this Agreement.

**(n) Severability.** The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

**(o) Waiver of Jury Trial.** The Parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counter-claim brought by any party against any other party on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties to one another, and/or any claim, injury or damage arising from or consequent upon this Agreement.

**(p) Remedies.** In addition to each and every remedy now or hereafter existing at law or in equity, the Parties expressly agree that, provided the Annexation Resolution becomes effective, the Parties shall have the right to enforce this Agreement by an action for specific performance.

**(q) Survival.** The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the City's annexation of the Property or any portion thereof.

**(r) Construction.** This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Section headings are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Agreement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

**(s) Time.** Time is of the essence with respect to this Agreement and each and every provision hereof.

**(t) Cooperation.** The Parties hereto agree that each will cooperate with the other to the extent necessary to facilitate the issuance of any and all required permits from any non-party government agency for PTV's development of the Property.

**(u) Recitals.** The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals and acknowledged this Agreement as of the day and year first above written.

**ATTEST/WITNESS:**

**“PTV”:**

**PTV I, LLC**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Ted Donald, Authorized Representative

**THE "CITY":**  
**City of Salisbury, Maryland**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Jacob R. Day, Mayor

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared TED DONALD, who



acknowledged himself to be an Authorized Representative of PTV I, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of PTV I, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**CERTIFICATION BY ATTORNEY**

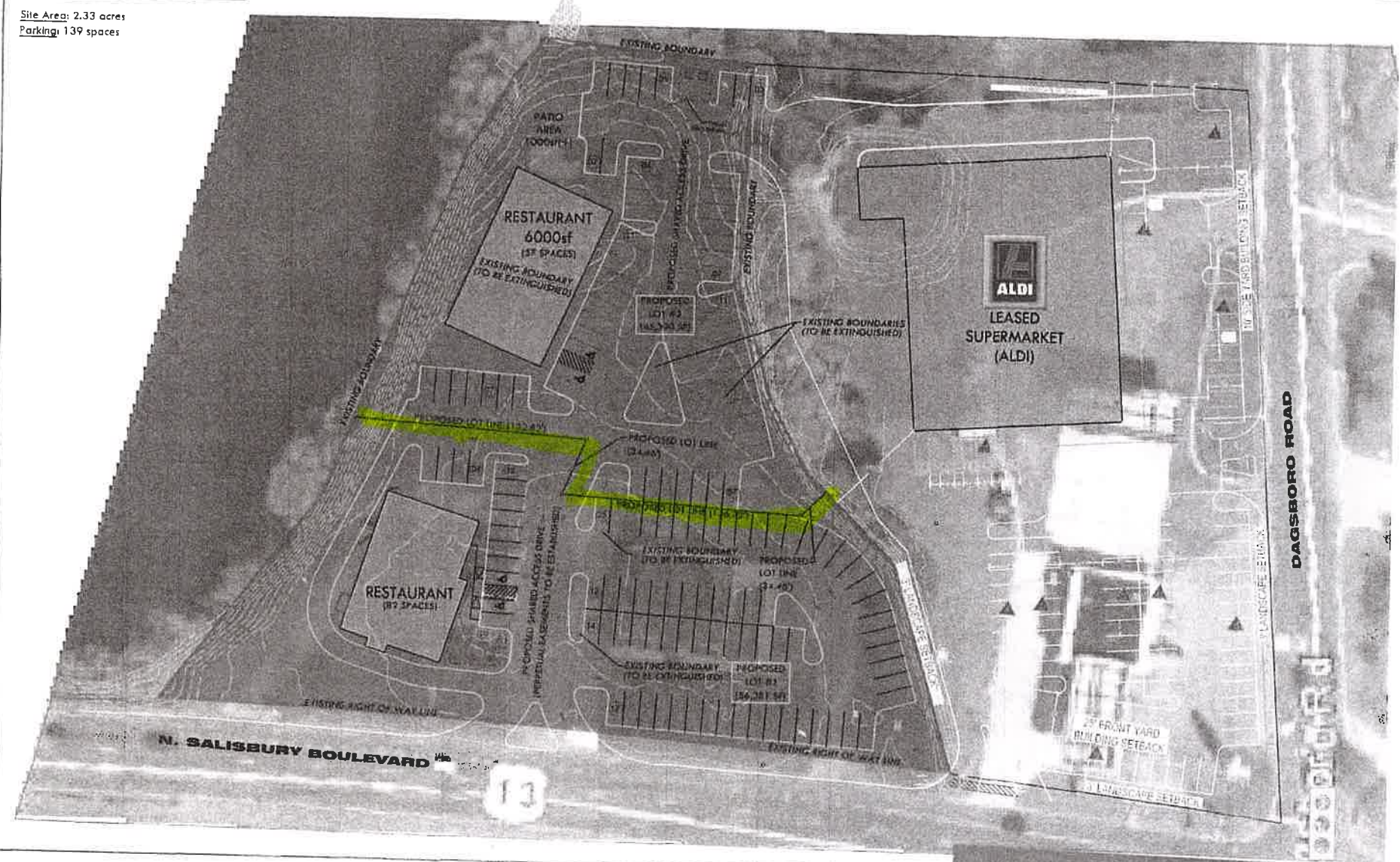
I hereby certify that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

\_\_\_\_\_  
**Michael P. Sullivan, Esq.**

<b>preliminary site layout (requested annexation area)</b>		<b>2815/2825/2835 NORTH SALISBURY BLVD. SALISBURY, MD 21801</b>	
PROTOTYPE:	DEVELOPER:	DESIGNER:	
BLDG. SF:	COMPANY: PENN TEX VENTURES,LLC	COMPANY: PENN TEX VENTURES,LLC	
ACREAGE: 2.33 AC.	NAME: TIM WEINMAN	NAME: WILLIAM OWEN	
PARKING SPACES: 139 SPACES	PHONE: 724-420-5367	PHONE: 724-420-5367	

**SITE SUMMARY:**

Site Area: 2.33 acres  
 Parking: 139 spaces



AS AMENDED ON SEPTEMBER 26, 2016

RESOLUTION NO. 2669

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, TO AMEND THE ADOPTED 2010 CITY OF SALISBURY COMPREHENSIVE PLAN. ~~DATED MAY 2012~~

**WHEREAS**, the Land Use Article of the Annotated Code of Maryland delegates planning and land use authority to certain local governments in the State of Maryland, including the City of Salisbury, and enable the City to guide its future growth and development; and

**WHEREAS**, in accordance with the applicable provisions of the Land Use Article, §3-204(c)(2), of the Maryland Annotated Code, the following two corrective actions have occurred to the adopted 2010 *City of Salisbury Comprehensive Plan*: 1) 4 parcels totaling approximately 5.081 acres of land situated in the Parsons Election District. The parcels are shown on County Tax Map #20, Parcels #153, 184, 185, and 215. The land use of the aforementioned properties has been changed from Low Density Residential to Commercial (Map 11-3 and 11-4); and 2) all or portions of 22 parcels totaling approximately 55.47 acres of land situated in the Parsons Election District. The parcels shown on Tax Map 39 include: 424; portion of 264 (4.4 acres +/-); 264 (Section 1/Block A/ Lots 1, 2, 3, 4, 5, 6, 7B, 11, 12C, 13, 14, 15, 16AA); 264 (Section 1/Block B/Lots 3A, 5B, 8AA, 11AA, 15AA, and), portion 428 (6.2 acres +/-). In addition, a portion of parcel 01 (approx. 2.7 +/- acres) shown on Tax Map 40. The aforementioned properties, listed in action #2, have been incorporated into Map 11-3 and 11-4 with a land use classification of Mixed Use; and

**WHEREAS**, the Salisbury Planning Commission conducted an advertised Public Hearing on July 20, 2016, to hear from opponents and proponents of the proposed amendments. At which time, no public comments were received, and the Salisbury Planning Commission unanimously voted to recommend approval of the proposed amendments to the Mayor and City Council; and

**WHEREAS**, the Salisbury City Council held an advertised Public Hearing on September 26, 2016, to hear from opponents and proponents of the proposed amendments. At which time, no public comments were received, and the Salisbury City Council reviewed and approved the amendments to the 2010 *City of Salisbury Comprehensive Plan*; and


**NOW, THEREFORE**, be it resolved by the City of Salisbury, Maryland, the 2010 *City of Salisbury Comprehensive Plan* has been amended to include the amendments as contained in this Resolution; and

**AND BE IT FURTHER RESOLVED**, this Resolution be affixed to and be made part of the 2010 *City of Salisbury Comprehensive Plan*;

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury held on the 26<sup>th</sup> day of September, 2016, and is to become effective immediately upon adoption.

ATTEST:

  
\_\_\_\_\_  
Diane K. Carter, Assistant City Clerk

  
\_\_\_\_\_  
John R. Heath, City Council President

APPROVED BY ME THIS

27 day of SEPTEMBER, 2016.

  
\_\_\_\_\_  
Jacob R. Day, Mayor





City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

To: Andy Kitzrow  
From: Everett Howard, Director of HCDD  
Date: December 5, 2018  
Re: Bless Our Children Donation Acceptance

---

Attached please find a resolution accepting a \$3,000 monetary donation from the Bless Our Children campaign in support of the Santa's Workshop program sponsored by the Housing and Community Development Department.

Santa's Workshop is a program where toys are distributed to children that might otherwise not have an opportunity to receive gifts and feel a part of the holidays.

Unless you have any questions please forward this for Council's consideration.

1 RESOLUTION NO. 2894

2  
3 A RESOLUTION OF THE CITY OF SALISBURY ACCEPTING DONATIONS FROM  
4 THE BLESS OUR CHILDREN CAMPAIGN FOR THE SANTA'S WORKSHOP  
5 PROGRAM AND APPROVING SUCH DONATIONS TO A SPECIAL PURPOSE  
6 REVENUE FUND.  
7

8 WHEREAS, the City of Salisbury's Housing and Community Development Department  
9 hosts a Santa's Workshop program every year; and

10  
11 WHEREAS, Bless Our Children wishes to donate funds to help sponsor this annual  
12 program; and

13  
14 WHEREAS, the donation of funds will be used to purchase gifts, refreshments and  
15 equipment used to run the program; and

16  
17 WHEREAS, donations have been received close to the holiday with insufficient time to  
18 approve a routine budget amendment; and

19  
20 WHEREAS, these donations are to be used to protect the public welfare by purchasing  
21 toys to provide to children.  
22

23 NOW, THEREFORE BE IT RESOLVED that the City of Salisbury, Maryland does  
24 hereby accept the donation of funds of Three Thousand Dollars (\$3,000.00) from Bless Our  
25 Children for the Santa's Workshop program, and hereby approves by the votes of at least four-  
26 fifths (4/5) of the Council this emergency appropriation of \$3,000.00 to a special revenue fund  
27 for the purpose of purchasing toys for children and purchasing refreshments and equipment for  
28 the program.  
29

30 THE ABOVE RESOLUTION was introduced, read and duly passed at the regular  
31 meeting of the Council of the City of Salisbury held on this 10th day of December 2018, and is  
32 to become effective immediately upon adoption.  
33

34 **ATTEST:**

35  
36  
37  
38 \_\_\_\_\_  
39 Kimberly R. Nichols, City Clerk

\_\_\_\_\_   
John R. Heath, President  
Salisbury City Council

40  
41  
42 APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2018.  
43  
44

45 \_\_\_\_\_  
46 Jacob R. Day, Mayor



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

To: Andy Kitzrow  
From: Everett Howard, Director of HCDD  
Date: December 5, 2018  
Re: Toys for Tots - Toy Donation Acceptance

---

Attached please find a resolution accepting a donation of toys from the Toys for Tots campaign in support of the Santa's Workshop program sponsored by the Housing and Community Development Department. The donation is valued at approximately \$1,000.00 and the toys would be distributed at the Santa's Workshop.

Santa's Workshop is a program where toys are distributed to children that might otherwise not have an opportunity to receive gifts and feel a part of the holidays.

Unless you have any questions please forward this for Council's consideration.

1 RESOLUTION NO. 2895

2  
3 A RESOLUTION OF THE CITY OF SALISBURY ACCEPTING DONATION OF  
4 TOYS FROM THE TOYS FOR TOTS CAMPAIGN FOR THE HOUSING AND  
5 COMMUNITY DEVELOPMENT DEPARTMENT'S ANNUAL SANTA'S  
6 WORKSHOP EVENT.  
7

8 WHEREAS, the City of Salisbury's Housing and Community Development Department  
9 hosts a Santa's Workshop program every year; and  
10

11 WHEREAS, Toys for Tots wishes to donate toys to help sponsor this annual event; and  
12

13 WHEREAS, the donation of toys will be used to pass out as Christmas gifts to children at  
14 Santa's Workshop.  
15

16 NOW, THEREFORE BE IT RESOLVED that the City of Salisbury, Maryland does  
17 hereby accept the donation of toys valued at approximately One Thousand Dollars (\$1,000.00)  
18 from Toys for Tots for the Santa's Workshop neighborhood event.  
19

20 THE ABOVE RESOLUTION was introduced and duly passed at the regular meeting of  
21 the Council of the City of Salisbury held on this 10th day of December 2018, and is to become  
22 effective immediately upon adoption.  
23

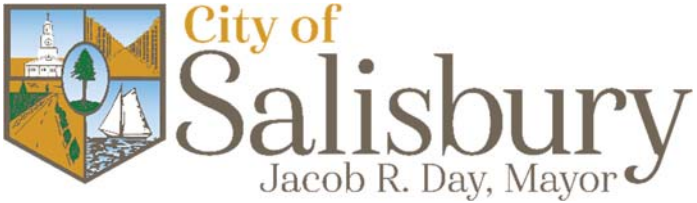
24 **ATTEST:**  
25  
26  
27

28  
29 \_\_\_\_\_  
30 Kimberly R. Nichols, City Clerk  
31

32 \_\_\_\_\_  
33 John R. Heath, President  
34 Salisbury City Council  
35

36 APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2018.  
37

38 \_\_\_\_\_  
39 Jacob R. Day, Mayor  
40



## MEMORANDUM

**To:** The Mayor & City Council  
**From:** Nancy Talbott, Grants Coordinator  
**Subject:** FY19 Maryland Heritage Area Authority Grant – National Folk Festival  
**Date:** December 6, 2018

---

The City of Salisbury applied for and received funding from the Maryland Department of Planning's Maryland Heritage Area Authority to support the 2018 National Folk Festival. The awarded funds total \$50,000, and are intended to fund the necessary equipment and supplies for the Maryland Traditions Folklife Area and the Family Area.

While the 2018 National Folk Festival has ended, many invoices still require payment. Funds received through this grant will be applied to those invoices.

Please feel free to contact me if you have any questions or concerns.

Attachment:





November 1, 2018

Miss Nancy Talbott  
Grants Specialist  
City of Salisbury  
125 N Division Street  
Salisbury, MD 21801

Dear Miss Talbott:

Enclosed please find the FY2019 MHAA Non-Capital Grant Agreement for the project entitled "Funding the Folklife". This Agreement must be signed where indicated by a person legally authorized to enter into contracts for City of Salisbury. Within 30 days, please return this hard copy of the Grant Agreement, with original signatures, to my attention at the Maryland Historical Trust.

Also enclosed, please find the Request for Disbursement form that needs to be signed and returned with the signed Grant Agreement.

As soon as our Attorney and Agency Head sign the Agreement, we will return a fully executed electronic copy of the Agreement to you for your files.

We look forward to continuing our work with you on this important project.

Sincerely,

Jennifer Ruffner  
Administrator  
Maryland Heritage Areas Program

Enclosures

**MHAA REQUEST FOR DISBURSEMENT FORM**

<b>GRANTEE - FEDERAL ID NUMBER (F.E.I.N.)</b>	<b>GRANT AGREEMENT DATE (Execution Date on the Signature Page)</b>	<b>DISBURSEMENT REQUEST NUMBER</b>	<b>TOTAL GRANT DISBURSEMENT RECEIVED TO DATE</b>	<b>AMOUNT REQUESTED THIS DISBURSEMENT</b>
52-8000806		1	\$0.00	\$12,500.00

<b>NAME AND ADDRESS OF GRANTEE</b>	<b>NAME &amp; TELEPHONE # OF GRANTEE CONTACT</b>
City of Salisbury - 125 N. Division Street, Salisbury, MD 21801	Ms. Nancy Talbott - (410)341-9550/ntalbott@salisbury.md

LINE ITEM #	USE OF FUNDS (Budget line items should match the approved budget in the grant agreement)	MHAA GRANT FUNDS AWARDED	MHAA GRANT FUNDS EXPENDED TO DATE	GRANTEE REQUIRED CONTRIBUTION BUDGETED*		GRANTEE REQUIRED CONTRIBUTION EXPENDED TO DATE*		OTHER PROJECT COSTS BUDGETED	OTHER PROJECT COSTS EXPENDED TO DATE	BUDGETED TOTAL PROJECT COSTS	ACTUAL TOTAL PROJECT COSTS
				CASH	IN-KIND	CASH	IN-KIND				
1											
<b>TOTAL:</b>		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

\*Grantee agrees to provide funding in an amount not less than the amount of the MHAA Grant. Grantee's cash contribution must be in an amount equal to no less than 75% of the Grant amount. As part of the Grantee's Final Report, Grantee must provide financial documentation to MHAA of all expenditures of MHAA grant funds and all cash and in-kind contributions utilized to meet these requirements.

**CERTIFICATION**

I certify that this request for payment is made in accordance with the terms and conditions of the Grant Agreement with the Maryland Heritage Areas Authority, and the amount requested is correct. Furthermore, I certify that the representations, certifications, and other matters contained in the Grant Agreement dated \_\_\_\_\_ are and remain true and complete in all material respects as of the date of this request for disbursement.

\_\_\_\_\_ Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date

STATE USE ONLY				
Date Received	Amount Approved	Payment Reviewed By	Payment Approved By	PCA Code
		Assistant Grants Manager, MHT	Fiscal Manager, MHT	41530

**MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM  
GRANT AGREEMENT**

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b below), by and between the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland as part of the Department of Planning of the State of Maryland (“**MHAA**”) and City of Salisbury, a local government organized and existing under the laws of Maryland, with its principal office located at 125 N Division Street, Salisbury, MD 21801 (the “**Grantee**”).

**RECITALS**

- A. MHAA is authorized under Section 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (the “**Act**”) and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code Of Maryland Regulations (the “**Regulations**”) to make grants from the Maryland Heritage Areas Authority Financing Fund (the “**Fund**”) to local jurisdictions or other eligible entities to develop management plans for certified heritage areas and for planning, design, acquisition, development, preservation, restoration, integration, marketing, or programming of certified heritage areas (the “**Program**”);
- B. Grantee has applied to MHAA for a grant from the Program for the project described herein (the “**Grant Application**”); and
- C. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act and the Regulations, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHAA and Grantee agree as follows:

**1. Grant and Project Terms.**

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$50,000.00 (the “**Grant**”) for the activities set forth and described in Exhibit A of this Agreement (the “**Project**”), as further described in the attached Exhibit A – Project Requirements (the “**Scope of Work**”). Grantee shall use the Grant only for the activities authorized in Exhibit A, and shall operate the Project in accordance with the Act, the Regulations and the terms and conditions of this Agreement.
- b. Grant Term. This Agreement is effective as of the date it is executed by MHAA (the “**Effective Date**”), and shall terminate the later of (i) twenty-four months following the Effective Date, or (ii) MHAA’s receipt and approval of the Final Report as set forth in Section 7.c of this Agreement (the “**Termination Date**”).
- c. Project Timetable. Grantee may commence on the Project Commencement Date and shall diligently pursue completion of the Project by the Project Completion Date set forth in the Exhibit A (the “**Project Timetable**”).
- d. Extensions. At its discretion, MHAA may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHAA’s satisfaction that the circumstances warrant such extension. An extension may be offered by MHAA in writing or by email, and shall be

deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered.

**2. Grantee's Contribution; MHAA's Project Monitor.**

- a. Grantee shall provide an equity contribution to the Project in an amount at least equal to the Grant, either in the form of cash, or a combination of cash in an amount not less than 75% of the Grant and an in-kind contribution equivalent to not less than the remainder of the Grant, which contribution must be satisfactory to MHAA (the "**Grantee's Contribution**"), and as further described in the budget set forth in **Exhibit B** (the "**Project Budget**"). Grantee's Contribution shall be used to pay for Project expenses described in the Project Budget. Grantee's Contribution may include funds derived from other non-State public or private sources; provided however, that no State funds may be used for any part of the Grantee's Contribution. If the source of equity comprising Grantee's Contribution is reduced or otherwise becomes unavailable, Grantee shall replenish such equity source in order to remain compliant with the requirements of this Section.
- b. The MHAA staff member set forth in Section 13.a of this Agreement shall serve as the project monitor for this Project (the "**Project Monitor**").

**3. Grant Documents.**

The following documents shall be executed in connection with the Grant, which documents shall be satisfactory in form and substance to MHAA:

- a. This Agreement;
- b. An Assurance of Compliance (**Attachment 1**), unless Grantee is a religious organization;
- c. If Grantee is a religious organization, a Fair Practices Certification (**Attachment 1**);
- d. If Grantee is a business entity, a Contract Affidavit (**Attachment 2**); and
- e. Any other document or instrument that may be required by MHAA.

**4. Expenditure of Grant Proceeds.**

All Grant funds shall be expended on or before the Project Completion Date.

- a. Grantee shall expend the Grant in accordance with the Project Budget. Grantee is permitted to make minor transfers between budget line items in the Project Budget totaling no more than 10% of the amount of the Grant without the prior written consent of the Project Monitor. Changes in funds allocation that exceed 10% of the Grant amount must have prior written approval from the Project Monitor.

- b. All costs incurred by Grantee before the Effective Date of this Agreement and before MHAA's approval of the release of the Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement. Grantee may incur Project expenses commencing on the Project Commencement Date.
- c. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHAA.
- d. MHAA must approve changes to the Project Budget as noted in paragraph 4.a above, the Scope of Work, the Project Timetable, or any other term of this Agreement.

**5. Disbursement of Grant Proceeds.**

- a. Provided that Grantee is not in default under this Agreement, MHAA shall disburse the Grant to Grantee pursuant to the schedule attached hereto in **Exhibit A** (the "**Disbursement Schedule**"). Disbursements will be made, as the Project progresses, based upon requests for disbursement (a "**Request for Disbursement**") submitted by Grantee through the online grants software system of the Maryland Historical Trust (MHT). All Requests for Disbursement shall be satisfactory to MHAA, and shall identify all costs incurred for which the disbursement is being sought. Grantee shall provide such additional supporting documentation as may be required by MHAA.
- b. MHAA shall not disburse the Grant until Grantee has complied with the following conditions:
  - (i) Grantee has complied with the applicable Special Conditions, as set forth in **Exhibit A** to this Agreement, and all other terms and conditions of the Grant as required by MHAA to MHAA's satisfaction; and
  - (ii) If Grantee is a business entity or a nonprofit organization, Grantee has submitted its articles of incorporation, bylaws, and a corporate resolution accepting the Grant and authorizing one or more individuals to execute the Grant documents, and be in good standing or duly registered to do business in the State with the Maryland Department of Assessments and Taxation.
- c. The final disbursement of Grant funds will be disbursed to Grantee in accordance with Request for Disbursement upon:
  - (i) Grantee's completion of the Project to the satisfaction of MHAA;
  - (ii) Grantee's submission of a Final Report (as defined in Section 7) on or before the due date set forth in the Project Timetable (the "**Final Report Due Date**"), acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project; and

- (iii) Grantee's submission of final financial documentation of the Grant, satisfactory in form and content to MHAA.
- d. Requests for Disbursement will be processed within approximately forty-five (45) days from MHAA's approval of a complete Request for Disbursement. The Requests for Disbursement shall not exceed the eligible costs approved by MHAA. In its sole discretion, MHAA may disburse funds for eligible costs anticipated to be incurred.
- e. All Requests for Disbursement of Grant funds shall be submitted through MHT's online grants software system. Grantee shall provide additional supporting documentation as MHAA may require from time to time.
- f. MHAA has the right to withhold disbursements of Grant funds if at any time MHAA determines in its sole discretion that Grantee is in default under this Agreement.

**6. Default and Remedies.**

- a. A default under this Agreement shall occur if:
  - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement;
  - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
  - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;
  - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
  - (v) Grantee is in default under any other agreement related to the Project which, in MHAA's sole discretion, may have an adverse material impact on the Project;
  - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;
  - (vii) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHAA;
  - (viii) Grantee has not expended the Grant funds necessary to complete the Project by the Project Completion Date; or

- (ix) Grantee has not provided the Grantee's Contribution to MHAA's satisfaction.
- b. MHAA shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHAA shall have the right to:
  - (i) Reduce the amount of the Grant or withhold disbursement of the Grant;
  - (ii) Demand repayment of the Grant from Grantee in whole or in part; and/or
  - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MHAA's termination of the Agreement:
  - (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;
  - (ii) MHAA may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
  - (iii) In addition to the rights and remedies contained in this Agreement, MHAA may at any time proceed to protect and enforce all rights available to MHAA by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement; and
  - (iv) Upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, MHAA's right to terminate this Agreement shall be immediate.

**7. Records and Reports.**

- a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHAA of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHAA's representatives or other agencies of the State during reasonable working hours before, during, or after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHAA upon request.
- b. Books, accounts, and records of contractors and subcontractors shall be maintained and made available to MHAA or MHAA's representative(s) for inspection for up to 5 years after either the

date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.

- c. Grantee shall provide MHAA with a progress report (the “**Mid-Project Report**”) and a Project completion report (the “**Final Report**”) in the forms provided by MHAA and as further described in Exhibit A - Reporting. These reports shall contain information about work accomplished and problems encountered, expenditures made against the Project Budget, and include a Request for Disbursement, if applicable. Reports are due on the dates set forth in the Project Timetable.
- d. Upon request of MHAA, Grantee shall provide MHAA with copies of any audits relating to the Grant proceeds performed on Grantee's records by any other entity.
- e. In addition to the requirements set forth above, Grantee shall provide MHAA with such additional records, reports, and other documentation as may be required by MHAA.

**8. General and Special Covenants.**

- a. In carrying out the Project, Grantee agrees to accept technical assistance from MHAA or MHT if MHAA or MHT deems it necessary.
- b. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- c. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING, IN FAVOR OF MHAA FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.



**9. Grantee's Support Acknowledgments.**

With respect to all Project related (i) public events such as press releases, interviews, ground breaking ceremonies, dedications, media events; and (ii) materials such as programs, videos and/or slide/tape productions, installation of exhibits, signage, web pages, and any other materials which are developed with the assistance of the Fund under the Grant:

- a. Grantee shall notify MHAA in a timely manner of any public events relating to the Project, and shall provide MHAA an opportunity to participate in the event, at the MHAA's discretion.
- b. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of MHAA support, along with the MHAA logo, in the following format:

This Project has been financed in part with State Funds from the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland. However, Project contents or opinions do not necessarily reflect the views or policies of the Maryland Heritage Areas Authority.

- c. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of the local heritage area support identifying the name of the local heritage area, along with the logo of the local heritage area.
- d. Grantee shall consult with MHAA if issues arise regarding incorporation of the acknowledgments in the Project materials.

**10. Grantee's Certifications.**

By executing the Agreement, Grantee certifies to MHAA that:

- a. If applicable, Grantee is duly organized and validly exists under the laws of Maryland and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;
- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;

- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and
- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

**11. Nondiscrimination Provisions; Equal Opportunity Compliance.**

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
  - (i) Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification); or
  - (ii) Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the Maryland Department of Planning Assurance of Compliance, attached to this Agreement as **Attachment 1**.
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices including:
  - (i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - (ii) Title VIII of the Civil Rights Act of 1968, as amended;
  - (iii) The Governor's Code of Fair Practices, as amended;
  - (iv) Upon MHAA's request, Grantee will submit to MHAA information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation,

marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHAA; and

- (v) Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.

**12. Indemnification.**

Grantee releases MHAA from, agrees that MHAA shall not have any liability for, and agrees to protect, indemnify, and hold MHAA harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHAA as a result of or in connection with the Project. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, including reasonable attorney's fees, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHAA. This Section shall survive the term of this Agreement.

**13. Notices.**

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a. Communications to MHAA shall be mailed to the Project Monitor or such other person as may be designated by MHAA:

Maryland Heritage Areas Authority  
Maryland Historical Trust  
100 Community Place  
Crownsville, Maryland 21032  
Attn: Jennifer Ruffner, Project Monitor

- b. Communications to Grantee shall be mailed to:

Miss Nancy Talbott  
Grants Specialist  
125 N Division Street  
Salisbury, MD 21801

**14. Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MHAA to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

15. **Amendment.** Except as provided in Paragraph 1.d. above, this Agreement or any part hereof, may be amended from time to time upon (i) written or emailed request for amendment from Grantee and written or emailed approval of the request by MHAA and (ii) a written instrument executed by both of the parties.
16. **Assignment.** This Agreement may not be assigned without MHAA's prior written approval.
17. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
19. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.
20. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland (the "State").
21. **Costs.** Grantee shall bear all costs incident to the Grant including Grantee's attorneys' fees, if any.
22. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHAA to the attention of the Project Monitor.
23. **No Warranty or Representation.** Neither the approval by MHAA, nor any subsequent inspections or approvals of the Project, shall constitute a warranty or representation by MHAA or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHAA are performed solely for the benefit of MHAA to assure the proper expenditure of the Grant and are not for the benefit of any other person.
24. **Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MHAA, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MHAA any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

**WITNESS** our hands and seals, all as of the Effective Date.

**ATTEST/WITNESS:**

**GRANTEE: CITY OF SALISBURY**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WIT**

**MARYLAND HERITAGE AREAS AUTHORITY**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Jeffery Cann

Assistant Secretary for Operations, Department of Planning

Designee for Chairman

Maryland Heritage Areas Authority

\_\_\_\_\_  
Date of Execution on behalf of MHAA  
(Effective Date)

Approved for form and legal  
sufficiency this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Assistant Attorney General

Attachments:

Exhibit A	Project Requirements
Exhibit B	Project Budget
Attachment 1	Assurance of Compliance

**WITNESS** our hands and seals, all as of the Effective Date.

**ATTEST/WITNESS:**

**GRANTEE: CITY OF SALISBURY**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WI



**MARYLAND HERITAGE AREAS AUTHORITY**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Jeffery Cann  
Assistant Secretary for Operations, Department of Planning  
Designee for Chairman  
Maryland Heritage Areas Authority

\_\_\_\_\_  
Date of Execution on behalf of MHAA  
(Effective Date)

Approved for form and legal  
sufficiency this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Assistant Attorney General

- Attachments:
- |              |                         |
|--------------|-------------------------|
| Exhibit A    | Project Requirements    |
| Exhibit B    | Project Budget          |
| Attachment 1 | Assurance of Compliance |

**EXHIBIT A**

**PROJECT REQUIREMENTS**

**SCOPE OF WORK**

Grant funds and Grantee’s Contribution will be used by the Grantee as follows:

**Project Summary:**

This Project involves the hosting of the 78th National Folk Festival, in Salisbury, Maryland. Grant funds will support: artisan fees; stage rental; sound/audio/lighting rental; golf cart rental; purchase and/or rental of tents, tables, chairs, and portable toilets; purchase of supplies; purchase of a storage trailer; and production and fabrication of wayfinding signage. Grantee Contributions will support: artisan fees; rental of tents; purchase of supplies; production and fabrication of wayfinding signage; purchase of a storage trailer; and volunteer support.

The scope of work is further described in **Exhibit B** – Project Budget.

**PROJECT TIMETABLE**

7/12/2018	“ <b>PROJECT COMMENCEMENT DATE</b> ”: Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee’s Contribution may be used for costs incurred on or after this date.
12/28/2018	“ <b>MID-PROJECT REPORT DUE DATE</b> ”: Grantee must submit online a Mid-Project Report (as described in Section 7 of the Agreement and <b><u>Exhibit A – Reporting</u></b> ), including all required financial documentation with a completed Request for Disbursement.
7/31/2019	“ <b>PROJECT COMPLETION DATE</b> ”: All work items detailed in <b><u>Exhibit A</u></b> completed. All Grant funds expended.
10/31/2019	“ <b>FINAL REPORT DUE DATE</b> ”: Grantee must submit to Project Monitor a Final Report (as described in <b><u>Exhibit A – Reporting</u></b> ), including all Project deliverables as well as all required financial documentation with a completed Final Request for Disbursement. Failure to submit the Final Report may result in the forfeiture and/or recapture of Grant funds.

**SPECIAL CONDITIONS**

1. Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee’s Contribution may be used for costs incurred on or after July 12, 2018.

2. Grantee shall obtain review and approval from MHAA of the professional qualifications of any person or entity contracted or retained to undertake any portion of the Project.

3. Grantee shall obtain review and approval from MHAA of materials such as brochures, videos and/or slide/tape productions, installation of exhibits, signage, web pages, and any other materials which are developed with the assistance of the Funds under the Grant prior to production of those materials.

**GRANTEE’S CONTRIBUTION**

Grantee shall provide Grantee’s Contribution in an amount not less than the amount of the MHAA Grant. The cash portion of Grantee’s Contribution must be in an amount equal to no less than 75% of the Grant amount. As part of Grantee’s Final Report, Grantee must provide financial documentation to MHAA of all expenditures of MHAA Grant funds and all expenditures of Grantee’s Contribution.

MHAA GRANT	\$50,000.00
GRANTEE’S REQUIRED CASH CONTRIBUTION	\$40,500.00
GRANTEE’S REQUIRED IN-KIND CONTRIBUTION	\$9,500.00
GRANTEE’S TOTAL REQUIRED CONTRIBUTION	\$50,000.00

**DISBURSEMENT SCHEDULE**

Pursuant to Section 5 of the Agreement, MHAA shall disburse Grant funds on a reimbursement basis, upon MHAA’s approval of a complete Request for Disbursement submitted through MHT’s online grants software system.

Provided that the Grantee is not in default under this Agreement, MHAA shall make payment to the Grantee on the following schedule, contingent upon completion and submission of Requests for Disbursement that are satisfactory in form and content to MHAA:

1. The First disbursement shall be 25% of the Grant and will be disbursed to the Grantee within 45 days of the Effective Date of this Agreement and receipt of a completed Request for Disbursement;
2. The Second disbursement shall be an amount up to 50% of the Grant and may be disbursed subject to Grantee’s submittal of:
  - i. A Mid-Project Progress Report satisfactory in form and content to MHAA;
  - ii. Documentation that the Grantee has incurred approved Project costs that equal 50% of the total amount of the Grant and 50% of Grantee's Contribution, satisfactory in form and content to MHAA; and
  - iii. A completed Request for Disbursement, including an accounting of total actual expenditures to date on approved Project costs.



3. MHAA reserves the right not to disburse Grant funds if Grantee has not incurred approved Project costs equal to the amount stated in the Request for Disbursement, plus the required expenditure of Grantee's Contribution.
4. The final Request for Disbursement shall be an amount not to exceed the remaining balance of undisbursed Grant funds, and may be disbursed subject to Grantee's submittal of:
  - i. A Final Report satisfactory in form and content to MHAA;
  - ii. Documentation of expenditure of Grant funds in an amount equal to the Final Request for Disbursement on approved Project costs, satisfactory in form and content to MHAA;
  - iii. Documentation of expenditure of the total Grantee's Contribution on approved Project costs, satisfactory in form and content to MHAA;
  - iv. Final deliverables, as may be required under the Agreement, satisfactory in form and content to MHAA; and
  - v. A completed Request for Disbursement including an accounting of total actual expenditures to date on approved Project costs.

## **REPORTING**

1. The Grantee will submit Project reports through MHT's online grants software system according to the Project Timetable as set forth in **Exhibit A – Project Timetable**. Progress reports on the Project will identify work completed, work still in progress and work newly initiated during the report period. The reports shall assess whether the Project Timetable is being met, projected work units by time periods are being accomplished, or other performance goals are being achieved. These reports should compare, from Project commencement to date, actual accomplishments to established goals, and actual costs incurred to established Project Budget by cost categories. If necessary, the Grantee should explain why goals are not being met or cost overruns or high unit costs were incurred and what actions have been taken or are contemplated to complete the Project on schedule and within budget. The Grantee should also identify any problems, delays or adverse conditions which would materially affect planned performance as well as any favorable conditions which would allow for the completion of more work units than originally projected.
2. Either MHAA or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
3. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable as set forth in **Exhibit A – Project Timetable** of this Agreement, the Grantee shall notify the Project Monitor to determine what actions need to be taken.
4. The Grantee shall furnish to MHAA a Final Report through MHT's online grants software system, according to the Project Timetable set forth in **Exhibit A – Project Timetable**, which must be approved by

MHAA prior to the release of the final disbursement of Grant funds. The Final Report is intended to provide a record and capsule summary of the programs and/or projects accomplished during the Grant period. Incomplete reports will be returned, and Grant funds withheld until MHAA's approval of the Final Report. The Final Report shall contain the following:

- i. Brief discussion of the major work items specified in the Scope of Work, Project Budget, and Project Timetable.
- ii. An evaluation of the Grantee's effectiveness in carrying out the work items specified in the Scope of Work, Project Budget, and Project Timetable.
- iii. A final Request for Disbursement with all requested documentation to support expenditures of Grant funds and Grantee's Contribution.

**Exhibit B**

**PROJECT BUDGET**

Line Item No.	Work Item (Description)	Grant Funds	Grantee Contribution		Other Project Costs	Total Project Cost
			Grantee Cash Match	Grantee In-Kind Match		
1	Artisan Fees	\$12,000.00	\$10,000.00			\$22,000.00
2	Stage Rental	\$5,000.00				\$5,000.00
3	Sound/Audio/Lighting	\$8,500.00				\$8,500.00
4	Golf Cart Rental	\$5,000.00				\$5,000.00
5	Tents	\$3,500.00	\$10,000.00			\$13,500.00
6	Tables	\$500.00				\$500.00
7	Chairs	\$1,325.00				\$1,325.00
8	Portable Toilets	\$1,175.00				\$1,175.00
9	Supplies	\$3,000.00	\$3,000.00			\$6,000.00
10	Storage Trailer				\$7,500.00	\$7,500.00
11	Wayfinding Signage	\$10,000.00	\$17,500.00			\$27,500.00
12	Volunteer Support (45 volunteers covering 355 hours x 26.79)			\$9,500.00	\$10.45	\$9,510.45
<b>TOTALS</b>		<b>\$50,000.00</b>	<b>\$40,500.00</b>	<b>\$9,500.00</b>	<b>\$7,510.45</b>	<b>\$107,510.45</b>
			<b>Total Match</b>	<b>\$50,000.00</b>		

## ATTACHMENT 1

### ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

City of Salisbury (hereinafter called "**Grantee**"), having its principal address at 125 N Division Street, Salisbury, MD 21801.

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "**Acts**"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Article 49B of the Annotated Code of Maryland, as amended, which establishes the Maryland Human Relations Commission and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHAA shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

I. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

J. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHAA. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

GRANTEE: **CITY OF SALISBURY**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHAA. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

GRANTEE: **CITY OF SALISBURY**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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ORDINANCE NO. 2514

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND DEPARTMENT OF PLANNING FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$50,000, AUTHORIZING THE MAYOR TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE SALISBURY ARTS & ENTERTAINMENT DISTRICT, INC. AND APPROVING A BUDGET AMENDMENT TO THE FY 2019 GRANT FUND TO APPROPRIATE FUNDS FOR THE 2018 NATIONAL FOLK FESTIVAL.

WHEREAS, the Maryland Department Planning’s Maryland Heritage Area Authority (MHAA) has a Non-Capital Grant program; and

WHEREAS, the purpose of the grant program is to provide targeted financial and technical assistance within Maryland’s Heritage Areas to support heritage tourism; and

WHEREAS, the City of Salisbury has committed to hosting the 2018-2020 seasons of the National Folk Festival in order to celebrate our community’s local heritage, culture, and art; and

WHEREAS, the City of Salisbury submitted a grant application for funding to the MHAA Grant Program to support the 2018 National Folk Festival; and

WHEREAS, the Maryland Department of Planning’s MHAA has awarded the City funds in the amount of \$50,000; and

WHEREAS, all funds shall be used to fund necessary equipment and supplies for the Maryland Traditions Folklife Area and the Family Area of the 2018 National Folk Festival; and

WHEREAS, the City of Salisbury has designated the Salisbury Arts & Entertainment District, Inc. as its financial agency for the 2018-2020 National Folk Festivals; and

WHEREAS, the City of Salisbury is sub-granting the awarded \$50,000 to the Salisbury Arts & Entertainment District, Inc.; and

WHEREAS, the City of Salisbury must enter into a sub-recipient agreement with the Salisbury Arts & Entertainment District, Inc. defining how these funds must be expended; and

WHEREAS, § 7-29 of the Salisbury City Charter forbids contracts requiring an expenditure in excess of the amount appropriated for that general classification or expenditure, and forbids any office, department, or agency from expending funds not appropriated; 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the Council of the City of Salisbury, Maryland, hereby authorizes Mayor Jacob R. Day to enter into a grant agreement with the Maryland Department of Planning for acceptance of these funds; and

BE IT FURTHER ORDAINED that the Council of the City of Salisbury, Maryland hereby authorizes Mayor Day to negotiate and enter into a sub-recipient agreement with the Salisbury Arts & Entertainment District, Inc. for the purpose of expending these funds; and

BE IT FURTHER ORDAINED that the City’s Fiscal Year 2019 Grant Fund Budget is hereby amended as follows:

- 1) Increase FY19 MHAA - NFF Grant Revenue account (10500-425701-XXXXX) by \$50,000



1           2)       Increase Sub-Recipient – SBY Arts & Entertainment District, Inc. account (10500-569301-  
2           XXXXX) by \$50,000; and  
3

4           BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final  
5 passage.  
6

7           THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury  
8 held on this 26<sup>th</sup> day of November 2018, and thereafter, a statement of the substance of the Ordinance having  
9 been published as required by law, was finally passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2018.  
10

11 **ATTEST:**

12 \_\_\_\_\_  
13 Kimberly R. Nichols, City Clerk

14 \_\_\_\_\_  
15 John R. Heath, President  
16 Salisbury City Council  
17

18  
19 APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2018.  
20  
21  
22

23 \_\_\_\_\_  
24 Jacob R. Day, Mayor  
25



## MEMORANDUM

**To:** Julia Glanz, City Administrator

**From:** John W. Tull, Fire Chief *JWT*

**Subject:** SAFER Grant Budget Ordinance

**Date:** November 15, 2018

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As you aware, the Department participated in the United States Department of Homeland Security Staffing for Adequate Fire & Emergency Response (SAFER) grants program under the “Hiring of Firefighters Activity” project. The Department was selected as a recipient of a SAFER grant award in the amount of \$ 1,527,738 for the hiring of twelve (12) additional personnel. The SAFER grant award is for a period of three (3) years and will pay for 75 percent of the salary and benefits for each of the additional firefighters in the first and second year of the grant; the third year of the grant funds 35 percent of salary and benefits. The amount of federal funding provided to a recipient under the SAFER “Hiring of Firefighters Activity” is based on the usual annual cost of a first-year firefighter which includes the base salary (exclusive of overtime) and standard benefits package (including the average health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by fire departments to first-year (i.e. entry-level) firefighters.

At the September 24, 2018 City Council meeting, Resolution #2888 was approved accepting the grant funds and the grant terms as listed in the Award Package documents. Attached you will find a budget ordinance that will appropriate the total amount of the grant funds awarded by FEMA/DHS for the three-year grant period, and will authorize an increase to the General Fund Transfer Revenue account of the City’s required matching amount for the first year only. The amount shown as an increase to the expenditure account is the total grant funds plus the match for the first year.

Should you require any additional information, please do not hesitate to contact me.

Fire Safer Grant Analysis  
With Retirement

		Yr 1		Yr 2		Yr 3		Total	
<b>Revenues</b>									
Federal Share		619,353	75%	619,353	75%	289,032	35%	1,527,738	62%
General Fund Trf Match		206,451	25%	206,451	25%	536,772	65%	949,674	38%
<b>Total Revenues</b>		<b>825,804</b>	<b>100%</b>	<b>825,804</b>	<b>100%</b>	<b>825,804</b>	<b>100%</b>	<b>2,477,412</b>	<b>100%</b>
<b>Expenditures</b>									
Salary	\$ 37,178.00	446,136		446,136		446,136		1,338,408	
FICA	7.65%	34,129		34,129		34,129		102,388	
WC	9.40%	41,937		41,937		41,937		125,810	
Retirement	31.49%	140,488		140,488		140,488		421,465	
Health	\$ 13,561.20	162,734		162,734		162,734		488,203	
Life	\$ 31.20	374		374		374		1,123	
Rounding		5		5		5		14	
<b>Total Expenditures</b>		<b>825,804</b>		<b>825,804</b>		<b>825,804</b>		<b>2,477,412</b>	

**ORDINANCE NO. 2515**

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AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND APPROVING A BUDGET AMENDMENT OF THE GRANT FUND AND GENERAL FUND TO APPROPRIATE FUNDS FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, STAFFING FOR ADEQUATE FIRE & EMERGENCY RESPONSE (SAFER) GRANTS PROGRAM, FOR THE HIRING OF ADDITIONAL FIREFIGHTING PERSONNEL TO BE USED BY THE FIRE DEPARTMENT IN THE PROTECTION AND DELIVERY OF EMERGENCY SERVICES TO THE CITIZENS OF THE SALISBURY FIRE DISTRICT.

WHEREAS, the Fire Department has the need to hire additional personnel who would enhance operational efficiency and effectiveness; and

WHEREAS, the Fire Department made application for grant funds for this purpose from a program administered by the United States Department of Homeland Security (DHS) under the Staffing for Adequate Fire & Emergency Response (S.A.F.E.R.) grants program, designed to provide funding directly to fire departments to help increase the number of trained, "front-line" firefighters available in their communities; and

WHEREAS, this grant will assist in offsetting the effects of the current and ongoing economic conditions; and

WHEREAS, the Fire Department has been offered a grant award in the amount of \$1,527,738.00 from the DHS as part of the S.A.F.E.R. grant program to be used for the hiring of 12 additional personnel for a period of three years; and

WHEREAS, the grant will pay for 75 percent of salary and benefits for each of the additional firefighters in the first and second year of the grant and 35 percent of salary and benefits in the third year of the grant; and

WHEREAS, the City of Salisbury must agree to the terms of the documents in the Award Package, attached as Exhibit A; and

WHEREAS, § 7-29 of the Salisbury City Charter forbids contracts requiring an expenditure in excess of the amount appropriated for that general classification or expenditure, and forbids any office, department, or agency from expending funds not appropriated; and

WHEREAS, the total amount of the grant funds estimated to be received over three years is \$1,527,739, and the grant requires matching funds from the City General Fund in the estimated amount of \$949,674; and

WHEREAS, this amendment is intended to appropriate the first year grant match amount of \$206,451 in FY19; and

46 WHEREAS, additional grant matching funds are estimated in the amount of \$743,223  
47 and are required to be appropriated by the grant over the following two year life of the grant; and  
48

49 WHEREAS, the grant issuer requires the return of all grant funds if the required future  
50 matching grant funds are not appropriated by City Council.  
51

52 NOW, THEREFORE BE IT RESOLVED that the City of Salisbury accepts these grant  
53 funds and the terms of the Award Package, attached as Exhibit A; the City further agrees to  
54 appropriate the necessary funds and expresses its sincere appreciation to the United States  
55 Department of Homeland Security, Staffing for Adequate Fire & Emergency Response grants  
56 program administrators, for their recognition of and contribution to the City's efforts to enhance  
57 the efficiency and effectiveness of the services provided by the Salisbury Fire Department to the  
58 citizens of the City and the Salisbury Fire District; and  
59

60 BE IT FURTHER ORDAINED that the City's Grant Fund Budget and City's Fiscal Year  
61 2019 General Fund Budget be and hereby are amended as follows:  
62

<b>Fund</b>	<b>Account</b>	<b>Grant/Project</b>	<b>Amount</b>
Grant Fund	Federal Grant Revenue	FEMA/DHS Safer	1,527,738
Grant Fund	General Fund Transfer Revenue	FEMA/DHS Safer	206,451
Grant Fund	Salaries and Benefit Expenses	FEMA/DHS Safer	1,734,189
General Fund	Current Year Surplus Revenue		206,451
General Fund	Grant Match Transfer Expense		206,451

63  
64 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
65 Salisbury held on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, and thereafter, a statement of  
66 the substance of the Ordinance having been published as required by law, was finally passed by  
67 the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
68

69  
70 ATTEST:

71  
72  
73 \_\_\_\_\_  
74 Kimberly R. Nichols  
75 CITY CLERK

73 \_\_\_\_\_  
74 John R. Heath  
75 PRESIDENT, City Council

76  
77  
78 APPROVED BY ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018  
79

80  
81 \_\_\_\_\_  
82 Jacob R. Day, Mayor



FY 2017 Staffing for  
Adequate Fire and  
Emergency Response  
Session Time out in 27 mins

## Award Status

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[Direct Deposit Form 1199A](#)

[Return to Status Page](#)

[Log Off](#)

Congratulations! Your grant application has been selected for an award.

Please review the award package by clicking the link below. Once you have reviewed the award package and are ready to accept the award, the **Primary Point of Contact** must select the "Accept Award" button below, enter the password, check the certification box, and then press the *Accept/Reject Award* button at the bottom of the screen.

Awards made under the **Hiring of Firefighters Category** require the support of your governing body **prior to acceptance** of the award. Therefore, by accepting this award you are confirming that you have discussed this award with your local officials and that there is a clear understanding of the long-term obligations (such as staffing level requirement and no layoffs) of a SAFER grant and that both the department and governing body are committed to fulfilling the requirements of this grant immediately upon acceptance.

FEMA has developed tools and resources to assist recipients with ensuring compliance to grants management policies, procedures and federal regulations. Training is available at <https://www.fema.gov/assistance-firefighters-grants-training-tools>.

[USFA Home](#) | [FEMA](#) | [Frequently Asked Questions](#) | [Glossary](#) | [Privacy](#) | [Help](#)

EXHIBIT A

# Award Package

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# FEMA

Mr. John Tull  
Salisbury Fire Department  
325 Cypress Street  
Salisbury, Maryland 21801-4928

Re: Award No. EMW-2017-FH-00382

Dear Mr. Tull:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant has been approved in the amount of \$2,477,412.00. As a condition of this award, you are required to contribute a cost match in the amount of \$949,674.00 of non-Federal funds. The Federal share is \$1,527,738.00 of the approved total project cost of \$2,477,412.00.

**Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system.** By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Notice of Funding Opportunity

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

**Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov).** As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

**Step 1:** Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your recruitment period has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

**Step 2:** If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and keep the original form in your grant files. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.



Sincerely,

A handwritten signature in black ink, reading "Thomas DiNanno". The signature is written in a cursive style with a large initial "T" and a prominent "D".

Thomas George DiNanno  
GPD Assistant Administrator

## Summary Award Memo

**INSTRUMENT:** GRANT  
**AGREEMENT NUMBER:** EMW-2017-FH-00382  
**GRANTEE:** Salisbury Fire Department  
**DUNS NUMBER:** 142493142  
**AMOUNT:** \$2,477,412.00, Hiring

**Project Description**

The purpose of the Staffing for Adequate Fire and Emergency Response Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Staffing for Adequate Fire and Emergency Response Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

**Period of Performance**

28-FEB-19 to 27-FEB-22

**Amount Awarded**

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$1,338,408.00
Fringe Benefits	\$1,139,004.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$2,477,412.00

**NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)**

If you have any questions about your award package, please contact your GPD Grants Management Specialist: Levenix Riddle at [Levenix.Riddle@fema.dhs.gov](mailto:Levenix.Riddle@fema.dhs.gov).

**FEMA Officials**

**Program Officer:** The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

**Grants Assistance Officer:** The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

**Grants Operations POC:** The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

**ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)**

## Agreement Articles



# FEMA

U.S. Department of Homeland Security  
Washington, D.C. 20472

## AGREEMENT ARTICLES

### STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) Grants

**GRANTEE:** Salisbury Fire Department

**PROGRAM:** Staffing for Adequate Fire and Emergency Response (SAFER) - Hiring

**AGREEMENT NUMBER:** EMW-2017-FH-00382

**AMENDMENT NUMBER:**

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Article XLII	Universal Identifier and System of Award Management (SAM)
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Article XLIV	Use of DHS Seal, Logo and Flags
Article XLV	Whistleblower Protection Act

Article I. **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form [424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable](#). Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their programs as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

Article II. **DHS Specific  
Acknowledgements and  
Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the [DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

- Article III. **Acceptance of Post Award Changes** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to [firegrants@dhs.gov](mailto:firegrants@dhs.gov).
- Article IV. **Acknowledgment of Federal Funding from DHS** All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- Article V. **Activities Conducted Abroad** All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Article VI. **Age Discrimination Act of 1975** All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article VII. **Americans with Disabilities Act of 1990** All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101- 12213](#)).
- Article VIII. **Animal Welfare Act of 1966** Where applicable, recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.
- Article IX. **Best Practices for Collection and Use of Personally Identifiable Information (PII)** DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.
- Article X. **Civil Rights Act of 1964 - Title VI** All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#). All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The
- Article XI. **Civil Rights Act of 1968**

Article XII. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201.](#))

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the recipient under the Federal award must contain provisions as required by Appendix II of 2 C.F.R. Part 200, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, including but not limited to the following:

a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#), must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XIII. **Copyright**

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV. **Debarment and Suspension**

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV. **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XVI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 8101 et seq.](#)), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XVII. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance



- award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
- Article XVIII. **Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX** All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).
- Article XIX. **Energy Policy and Conservation Act** All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article XX. **Environmental Planning and Historic Preservation Screening** AFG funded activities that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency website at: <https://www.fema.gov/library/viewRecord.do?id=6906>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.
- Article XXI. **False Claims Act and Program Fraud Civil Remedies** All recipients must comply with the requirements of [31 U.S.C. § 3729- 3733](#) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)
- Article XXII. **Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)
- Article XXIII. **Federal Leadership on Reducing Text Messaging while Driving** All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- Article XXIV. **Fly America Act of 1974** All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of

		the United States in the March 31, 1981 <a href="#">amendment</a> to Comptroller General Decision B-138942.
Article XXV.	<b>Hotel and Motel Fire Safety Act of 1990</b>	In accordance with Section 6 of the <i>Hotel and Motel Fire Safety Act of 1990</i> , <a href="#">15 U.S.C. § 2225a</a> , all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the <i>Federal Fire Prevention and Control Act of 1974</i> , as amended, <a href="#">15 U.S.C. § 2225</a> .
Article XXVI.	<b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b>	All recipients must comply with the <i>Title VI of the Civil Rights Act of 1964</i> (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a> .
Article XXVII.	<b>Lobbying Prohibitions</b>	All recipients must comply with <a href="#">31 U.S.C. § 1352</a> , which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.
Article XXVIII.	<b>National Environmental Policy Act</b>	All recipients must comply with the requirements of the <a href="#">National Environmental Policy Act</a> (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article XXIX.	<b>Nondiscrimination in Matters Pertaining to Faith- Based Organizations</b>	It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article XXX.	<b>Non-supplanting Requirement</b>	All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article XXXI.	<b>Notice of Funding Opportunity Requirements</b>	All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article XXXII.	<b>Patents and Intellectual Property Rights</b>	Unless otherwise provided by law, recipients are subject to the <a href="#">Bayh-Dole Act, Pub. L. No. 96-517</a> , as amended, and codified in <a href="#">35 U.S.C. § 200</a> et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at <a href="#">37 C.F.R. Part 401</a> .

- and the standard patent rights clause located at 37 C.F.R. § 401.14.
- Article XXXIII. **Prior Approval for Modification of Approved Budget**
- Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- Article XXXIV. **Procurement of Recovered Materials**
- All recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Article XXXV. **Protection of Human Subjects**
- Where applicable, recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.
- Article XXXVI. **Rehabilitation Act of 1973**
- All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, [29 U.S.C. § 794](#), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- Article XXXVII. **Reporting of Matters Related to Recipient Integrity and Performance**
- If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.
- Article XXXVIII. **Reporting Subawards and Executive Compensation**
- All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.
- Article XXXIX. **SAFECOM**
- All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical

- standards that ensure and enhance interoperable communications.
- Article XL. **Terrorist Financing** All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- Article XLI. **Trafficking Victims Protection Act of 2000** All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by [22 U.S.C. § 7104](#). The award term is located at [2 C.F.R. § 175.15](#), the full text of which is incorporated here by reference in the award terms and conditions.
- Article XLII. **Universal Identifier and System of Award Management (SAM)** All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions.
- Article XLIII. **USA Patriot Act of 2001** All recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175-175c](#).
- Article XLIV. **Use of DHS Seal, Logo and Flags** All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Article XLV. **Whistleblower Protection Act** All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1. AGREEMENT NO. EMW-2017-FH-00382	2. AMENDMENT NO. 0	3. RECIPIENT NO. 52-6000806	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX03041N2018T
6. RECIPIENT NAME AND ADDRESS Salisbury Fire Department 325 Cypress Street Salisbury Maryland, 21801-4928	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20472 POC: Sheila Parker Darby 202-786-9521	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER John Tull	PHONE NO. 4105483120X103	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 28-FEB-19	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:28-FEB-19 To:27-FEB-22  Budget Period From:13-MAY-18 To:29-SEP-18	

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX- XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
SAFER	97.083	2018-F7-C211-P4310000-4101-D	\$0.00	\$1,527,738.00	\$1,527,738.00	\$949,674.00
TOTALS			\$0.00	\$1,527,738.00	\$1,527,738.00	\$949,674.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) N/A	DATE N/A
18. FEMA SIGNATORY OFFICIAL (Name and Title) Rosalie Vega	DATE 11-JUL-18



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator  
From: Anne Roane, City Planner   
Date: November 7, 2018  
Re: Ordinance to modify Chapter 17 to allow Hairdresser Shop in the Light Industrial Zoning District

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This proposed text amendment to Chapter 17, Section 76.020A – Light Industrial District will allow a Hairdresser Shop as a permitted use. The amendment was requested by The Law Office of Cockey, Brennan & Maloney, P.C., on behalf of Davis Simpson Holdings, LLC, and was supported by Staff and the Planning Commission.

Text amendments require two Public Hearings in order to be adopted. The first required Public Hearing was held by the Planning Commission on October 18, 2018. A second Public Hearing will be set by the City Council.

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

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**ORDINANCE NO. 2516**

**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND, PURSUANT TO CHAPTER 17.228 OF TITLE 17, ZONING OF THE SALISBURY MUNICIPAL CODE AND SECTION 4-203 OF THE LAND USE ARTICLE OF THE ANNOTATED CODE OF MARYLAND FOR THE PURPOSE OF AMENDING SECTION 17.76.020 A., TO ADD HAIRDRESSER SHOP AS A PERMITTED USE IN THE LIGHT INDUSTRIAL DISTRICT.**

**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 MD Code, Land Use, § 4-101, et seq. 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**, Davis Simpson Holdings, LLC submitted an application to amend the text of Chapter 17.76 (Light Industrial District), to add Hairdresser Shop as a permitted use in Section 17.76.020 A.; and

**WHEREAS**, a Public Hearing on the proposed amendment was held by the Salisbury Planning and Zoning Commission in accordance with the provisions of Chapter 17.228, of Title 17, Zoning, of the Salisbury Municipal Code on October 18, 2018; and

**WHEREAS**, the Salisbury Planning and Zoning Commission did recommend approval of the proposed text amendment to Section 17.76.020 A.

**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 17.76.020 A., permitted uses, by adding the following item:**

**34. HAIRDRESSER SHOP.**

45           **AND BE IT FURTHER ORDAINED BY THE CITY OF SALISBURY,**  
46 **MARYLAND,** that this Ordinance shall take effect from and after the date of its final passage,  
47 but in no event until ten (10) days after the date of the Council’s Public Hearing, and  
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49           **THE ABOVE ORDINANCE** was introduced at a meeting of the City Council on the  
50 \_\_\_\_ day of \_\_\_\_\_ 2018, and thereafter, a statement of the substance of the ordinance  
51 having been published as required by law, in the meantime, was finally passed at a Public  
52 Hearing on the \_\_\_\_ day of \_\_\_\_\_, 2018 and is to become effective on  
53 \_\_\_\_\_, 2018.  
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56 **ATTEST:**  
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60 \_\_\_\_\_  
61 Kimberly R. Nichols  
62 City Clerk  
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66 \_\_\_\_\_  
67 John R. Heath, President  
68 Salisbury City Council  
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72 Approved by me this  
73 \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
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76 \_\_\_\_\_  
77 Jacob R. Day  
78 Mayor of the City of Salisbury





City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** Laura Soper, Business Development  
**From:** City Administration  
**Subject:** Budget Transfer Ordinance – General Merchandise Sales  
**Date:** 11/21/18

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The Downtown Salisbury Visitor Center is currently selling merchandise – including hats, t-shirts, coffee mugs, magnets and water bottles. These funds are remitted to the General fund and in order to keep this merchandise well stocked, the Visitor Center would like to employ regular quarterly budget amendments based on the sales number to put funds back into the Visitor Center Marketing Account.

As of 11/21/18 – the Downtown Visitor Center sold \$1,244.44 worth of merchandise and would like to remit those funds to the marketing account (11600-555512) from the General Merchandise Sold Fund (0010-01000-434717)

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ORDINANCE NO. 2517

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE FY 2019 GENERAL FUND BUDGET TO APPROPRIATE FUNDING TO THE BUSINESS DEVELOPMENT MARKETING FUND

WHEREAS, the City has sold \$1,244.44 worth of merchandise at the Downtown Salisbury Visitor Center as of November 21, 2018; and

WHEREAS, the City would like to return those funds to the Downtown Visitor Center Marketing Account on a regular basis to make sure the Visitor Center has a healthy stock of merchandise; and

WHEREAS, appropriations 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND THAT THE City's Fiscal Year 2019 General Fund Budget be and hereby is amended as follows:

- 1) Increase account 11600-555512 Marketing by \$1,244.44
- 2) Decrease account 0010-01000-434717 City Merchandise by \$1244.44

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this \_\_\_\_ day of \_\_\_\_\_ 2018, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jacob R. Day, Mayor