



CITY OF SALISBURY CITY COUNCIL AGENDA

January 14, 2019

Government Office Building

6:00 p.m.

Room 301

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 – Director of Adult Spiritual Formation and Membership Kristen Wall-Love of Asbury United Methodist Church

6:04 p.m. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

6:05 p.m. PRESENTATIONS – Mayor Jacob R. Day

- Employee Recognition Certificate
- Landlord Appreciation Certificates

6:20 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:21 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols

- **Resolution No. 2896**- approving the appointment of Scott Rall to the Friends of Poplar Hill Mansion Board of Directors for term ending January 2022
- **Resolution No. 2897**- approving the reappointment of Dr. Maurice Ngwaba to the Building Board of Adjustments and Appeals for term ending January 2024
- **Resolution No. 2898**- approving the appointment of Anthony Spyros Sarbanes to the Ethics Commission for term ending January 2023
- **Resolution No. 2899**- approving the appointment of Loudell Insley to the Friends of Poplar Hill Mansion Board of Directors for term ending January 2022
- **Resolution No. 2900**- approving the appointment of Dr. Harry Basehart to the Elections Board for term ending January 2023
- **Resolution No. 2901**- approving the appointment of Michael Auger to the Sustainability Advisory Committee for term ending January 2022
- **Resolution No. 2902**- declaring that Delmarva Veteran Builders is eligible to receive Enterprise Zone benefits for property located at 212 W Main Street, Salisbury, MD
- Approving the Manufacturing Exemption Request for Clearcomm Technologies, LLC
- Approving the Manufacturing Exemption Request for Pepsi Bottling Ventures LLC
- Approving the Manufacturing Exemption Request for TriPro Technologies Inc (2016)
- Approving the Manufacturing Exemption Request for TriPro Technologies Inc (2017)

6:26 p.m. **PUBLIC HEARING/RESOLUTIONS** - US 13 North/PennTex Phase II Annexation – 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

6:40 p.m. RESOLUTIONS – City Administrator Julia Glanz

- **Resolution No. 2903** – authorizing the Mayor to enter into an agreement with the owner of 500 Riverside Drive to allow the owner to use soil located at the City’s Wastewater Treatment Plant
- **Resolution No. 2904** - to adjust the southern property line of City real property Parcel 44, Tax Map 29, Liber 765, Folio 124 which is currently being used as the City shooting range, by exchanging certain sections of land with the adjacent property owner near Goddard Parkway

6:50 p.m. **PUBLIC HEARING/ORDINANCE NO. 2516**- 2nd 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 – City Attorney Mark Tilghman

7:00 p.m. ORDINANCES – presented by City Attorney Mark Tilghman

- **Ordinance No. 2515**- 2nd 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. 2517**- 2nd reading- approving an amendment of the FY 2019 General Fund Budget to appropriate funding to the Business Development Marketing Fund
- **Ordinance No. 2518**- 1st reading- authorizing the Mayor to enter into a contract with the Maryland Department of Housing and Community Development (DHCD) for the purpose of accepting grant funds in the amount of \$25,000, 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 2019 National Folk Festival

- **Ordinance No. 2519**- 1st reading - granting a utility easement to Delmarva Power & Light Company across City owned property, being portions of the alley-way located off of Baptist Street and running along the northerly side of the City Parking Garage
- **Ordinance No. 2520**- 1st reading- approving a budget amendment of the FY2019 Stormwater Fund to appropriate funds for a new street sweeper
- **Ordinance No. 2521**- 1st reading- approving an amendment of the City's General Capital Project Fund and Water Sewer Capital Project Fund to appropriate funding for Honeywell Building Solutions energy savings projects
- **Ordinance No. 2522**- 1st reading- amending the FY2019 General Fund budget to adjust the Salisbury Fire Department's Pay Plan for the purpose of recruiting and retaining experienced officers and to be competitive with area agencies
- **Ordinance No. 2523**- 1st reading- to amend Chapter 8.11 – The Fire Prevention Code, Sections.020 and .060 of the City of Salisbury Municipal Code by updating the reference to the State Fire Prevention Code, adding new permits that are required to be obtained from the Fire Marshal, and replacing the enforcement and assistance requirements in 8.11.060 with third-party inspection requirements
- **Ordinance No. 2524**- 1st reading- approving an amendment of the City's Water Sewer Capital Project Fund Budget to reallocate bond funds previously allocated to the Wastewater Treatment Plant upgrade project included in the FY13 bond

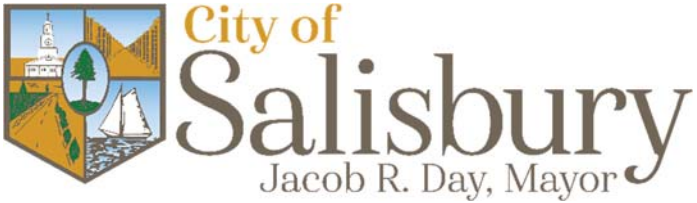
7:25 p.m. PUBLIC COMMENTS

7:30 p.m. ADJOURNMENT (WORK SESSION IMMEDIATELY TO FOLLOW - SEE WORK SESSION AGENDA)

Copies of the agenda items are available for review in the City Clerk's Office, Room 305 – City/County Government Office Building, 410-548-3140 or on the City's website www.salisbury.md. City Council meetings are conducted in open session unless otherwise indicated. All or part of the Council's meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b), by vote of the City Council.

NEXT COUNCIL MEETING – January 28, 2019

- Resolution No. __- accepting Capital Improvement Plan
- Ordinance No. 2518- 2nd reading- authorizing the Mayor to enter into a contract with the Maryland Department of Housing and Community Development (DHCD) for the purpose of accepting grant funds in the amount of \$25,000, authorizing the Mayor to enter into a sub-recipient agreement with the Salisbury Arts & Entertainment District, Inc. & approving a budget amendment to the FY 2019 grant fund to appropriate funds for the 2019 National Folk Festival
- Ordinance No. 2519- 2nd reading - granting a utility easement to Delmarva Power & Light Company across City owned property, being portions of the alley-way located off of Baptist Street and running along the northerly side of the City Parking Garage
- Ordinance No. 2520- 2nd reading- approving a budget amendment of the FY2019 Stormwater Fund to appropriate funds for a new street sweeper
- Ordinance No. 2521- 2nd reading- approving an amendment of the City's General Capital Project Fund and Water Sewer Capital Project Fund to appropriate funding for Honeywell Building Solutions energy savings projects
- Ordinance No. 2522- 1st reading- approving an amendment of the FY2019 General Fund budget to adjust the Salisbury Fire Department's Pay Plan for the purpose of recruiting and retaining experienced officers and to be competitive with area agencies
- Ordinance No. 2523- 2nd reading- to amend Chapter 8.11 – The Fire Prevention Code, Sections.020 and .060 of the City of Salisbury Municipal Code by updating the reference to the State Fire Prevention Code, adding new permits that are required to be obtained from the Fire Marshal, and replacing the enforcement and assistance requirements in 8.11.060 with third-party inspection requirements
- Ordinance No. 2524- 2nd reading- approving an amendment of the City's Water Sewer Capital Project Fund Budget to reallocate bond funds previously allocated to the Wastewater Treatment Plant upgrade project included in the FY13 bond



MEMORANDUM

To: Julia Glanz, City Administrator
From: Laura Baasland, Administrative Office Associate
Subject: Appointment to the Friends of Poplar Hill Mansion Board of Directors
Date: January 10, 2019

Mayor Day would like to 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>
Scott Rall	January 2022

Attached you will find information from Scott Rall and the Resolution necessary for his 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

Scott G. Rall
406 Park Ave.
Salisbury, MD 21801

To Whom It May Concern,

I am interested in joining the Board of Directors for the Poplar Hill Mansion.

I have always had a passion for History, in particular military history and specifically an interest in British military history with an emphasis on Royal Flying Corps and the Royal Air Force.

I have reenacted since 1979 and started out with the 71st Highland Regt. of Foot. I have presented my living history interest in the War of 1812, Revolutionary War, World War One and World War Two. I have been the founding member and unit leader for the 6th Buffs (East Kent) Regiment, 2 Squadron RFC and 601 Squadron (County of London) Royal Air Force. I have met with and am a member of the 601 Old Comrades Association in London. Our unit has the most comprehensive RAF Squadron website in existence today at 601squadron.com. I am currently a volunteer as the Reenactor Coordinator at the Military Aviation Museum in Pungo, VA.

My background is in books and publishing. After managing a Crown books in Waldorf, MD for 8 years, I worked as a Sales Rep for Simon & Schuster. I have also worked for a couple Associations in the Washington DC area and as the Publications Manager at the now defunct John Paul II Museum to which I have helped published four titles.

I currently reside in the Hooper Miles house in Newtown, with my wife Susan and my dog, Bailey.

I thank you for the consideration and feel I would bring not only my experience in Living History, but business skills I have learned over the years which may be a help to the Board.

Sincerely,

Scott G. Rall

Scott G. Rall

406 Park Ave
Salisbury, MD 21801
srall@earthlink.net
443-944-9334

CAREER SUMMARY

Dedicated and team-oriented with skills and experiences in management, marketing, supervision, and customer service.

QUALIFIED BY:

Over six years experience as the volunteer coordinator for the Warbirds on the Beach event held annually at the VA Beach Aviation Museum.

A proven record of providing a consistent record of excellent customer service to vendors, customers and colleagues.

SKILLS

MAC/IBM	MicroSoft Office	WORD	EXCEL
Databases	E-Commerce	Fleet dispatch	Outlook

HUMAN RELATIONS

Won awards for providing excellence in customer service and communication skills.

Ability to provide diplomacy, motivation and leadership in difficult situations.

Ensured confidentiality of company's documents and timely starting and completion of projects.

Recognized by upper management as a leader who displays integrity beyond reproach.

ADMINISTRATIVE

Registered and configured assignments for volunteers.

Assisted in the safety and security of displays provided by volunteers.

Communicated volunteer needs to the owner and curator of a museum.

Purchased the supply of merchandise for an association's retail store and catalog.

Coordinated the fulfillment process for a Society's catalog base.

Developed the ordering process for the American Institute of Architects E-Commerce Bookstore.

Arranged bulk mail and broker fulfillment contracts.

Utilized Word and Excel for the tracking and reporting inventory and sales of products.

Coordinated inventory control, receiving, and delivery of merchandise for a national retail store.

Assisted in the development and promotion of publications including books, exhibition catalogues, a quarterly magazine, calendars, brochures and promotional materials.

Responsible for the production and distribution of an established mail order catalog.

Edited, produced, and distributed the monthly NSFRE (National Society of Fundraising Executives) Employment Opportunities Newsletter.

Managed human resources functions, including maintaining employee data, hiring/firing, training and supervision.

Maintained records via Word and Excel of all documentation relating to the dispatch and receipt of products.

Scott G. Rall
406 Park Ave
Salisbury, MD 21801
srall@earthlink.net
443-944-9334

WORK HISTORY

Carroll Publishing
Sales Representative
2006-2016

John Paul II Cultural Center
Publications Manager
2004-2006

American Institute of Architects
Store Manager
1999-2003

1 **RESOLUTION NO. 2896**

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

6
7

<u>Name</u>	<u>Term Ending</u>
8 Scott Rall	9 January 2022

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 January 14, 2019.

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 _____, 2019.

25
26
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 Building Board of Adjustments and Appeals
Date: January 10, 2019

Mayor Day would like to re-appoint the following person to the Building Board of Adjustments and Appeals for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Dr. Maurice Ngwaba	January 2024

Attached you will find information from Dr. Ngwaba 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

Name

Dr. Maurice Ngwaba

Phone

(410) 742-3996

Email

cma90@hotmail.com

Address

902 W. Main Street
Salisbury, MD 21801
[Map It](#)

Where would you like to serve?

Building Board of Adjustments & Appeals

Why would you like to serve on this board/commission?

It has been an honor to serve my community, and I would like to continue to serve on the Building Board of Adjustment and Appeals.

Please upload a copy of your resume.

- [Dr.-Maurice-Ngwaba-Resume-Experience.pdf](#)

Resume of Key Personnel: Dr. Maurice Ngwaba, AIA, AICP, CCS President



Dr. Maurice Ngwaba has over 30 years of progressive experience in public and higher educational planning, infrastructure development, design, and construction in the USA. Dr. Ngwaba is an author, speaker, a practicing architect and planner, construction specifications writer, and a sustainability and renewable energy consultant. Dr. Ngwaba is President/CEO of Chyke Maurice & Assoc., Inc., an Architecture, Planning, and Technology Management firm located in Salisbury, Maryland and President of Green Power Developers Limited, a Sustainability and Renewable Energy Development firm. He has served in several building industry boards and commissions; architectural, engineering, and technology management. Dr. Ngwaba is a member of the International Code Council (ICC) Global Membership Governing Committee, and has received numerous awards and citations for his work.

Philosophy:

“A well built environment empowers the citizens”

EDUCATION:

- Ph.D. Organizational Leadership, December 2005, University of Maryland Eastern Shore, Princess Anne, Maryland
- M. Sc. Technology Management, December 1998, University of Maryland University College, Adelphi, Maryland
- B. Arch. 1989, Tuskegee University, Alabama
- B.A. Arch. Sc., 1988, Tuskegee University, Alabama
- Dip. Environmental Health 1983, School of Health Technology, Aba, Nigeria

Key to Projects Success:

**-People
-Purpose
-Collaboration
-Teamwork
-Community
-Environment
-Innovation
-Technology**

CONTINUED EDUCATION:

- **Harvard University Graduate School of Design:**
Certificate: Urban School Planning and Design, 2000

Certificate: Achieving High Performance Buildings Through a Whole Building System Design Approach, 2000

Certificate: Child -Care and Health Care Design, 1997

Certificate: Real Estate and Financial Analysis, 1997
- **Neighborhood-Works Training Institute / U.S Department of Housing & Urban Development** in Real Estate Financing & Project Feasibility Analysis – 2008
- **U.S Department of Homeland Security (FEMA)** - Emergency Management Institute – 2009





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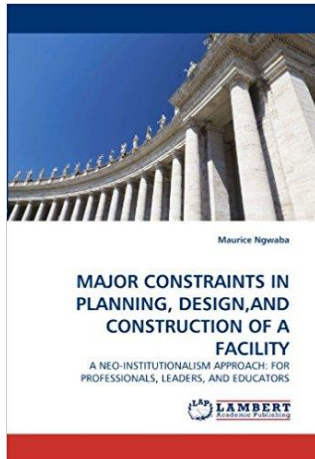


QUALIFICATIONS/CERTIFICATIONS:

- National Council of Architectural Registration Board Certificate (NCARB) #45,117
- American Institute of Certified Planners (I.D # 099143)
- State of Maryland Registered Architect, Reg. # 9859
- State of Delaware Registered Architect, Reg. # S5-0007170
- Commonwealth of Virginia Registered Architect, #0401 010259
- North Carolina State Registered Architect, #13917
- Government of the District of Columbia Registered Architect, #ARC100235
- Certified Construction Specifier (CCS), June 1994, by the Construction Specification Institute
- Construction Documents Technologist (CDT), June 1992, by the Construction Specification Institute
- State of Maryland, Certified Personnel in Erosion and Sediment Control Management (1992)
- Public Health Superintendent, August 1983, by the West African Health Examination Board

HIGHER EDUCATIONAL EXPERIENCE:

- **January, 1990 – : University of Maryland, Eastern Shore (UMES),** Dr. Ngwaba has served as Assistant Vice President for Administrative Affairs, Director of Physical Plant, Director of Facilities, Architect/Planner at UMES and:
 - Directed the planning, design and construction of all university capital projects, and supervised over \$800 million in capital improvements of various project types, including over 1.9M square feet in new construction and renovations. An estimated \$1.5 B in planning and infrastructure development experience.
 - Lead UMES Climate Change and Sustainability programs and initiatives that ranked 1st and “Top Green University” among Historically Black Colleges and Universities (HBCU) in the U.S in April, 2014, and the second most beautiful University in the USA in 1998 and 1999.
- Directed the planning and installation of **2.2 Megawatts (MW)** photovoltaic solar farm in a 20 acre university site. This public/private partnership project was completed in January 2011. This was the first such project in a higher educational institution in the Northeast of the USA a procurement model adopted by the State of Maryland Department of General Services.
- Developed a State of Maryland award winning Risk Management Program and chaired the University of Maryland Eastern Shore committee from January 1992 to June 30, 1994.
- Directed the highly successful University of Maryland Eastern Shore Hazard Mitigation Plan that is used as model by the U.S Federal Emergency Management Administration (FEMA) and consultants in providing training to organizations – 2010.
- Served as Facilities Planning member on the USAID Linkage Agreement Between UMES and the Border Technikon, East London, South Africa leading up to the new Walter Sisulu University.



ARCHITECTURE/PLANNING PRACTICE & RENEWABLE ENERGY DEVELOPMENT EXPERIENCE:

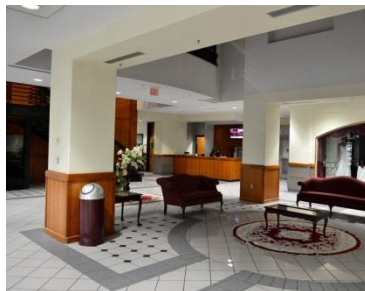
- Master Planning, Project Planning, Programming Planning, and Feasibility Studies (22)
- Sustainability and Renewable Energy Projects (20)
- Site Improvements and Utilities (22)
- Educational Buildings (25)
- Research Buildings (15)
- Recreational Facilities (10)
- Residential Halls, Single and Multi-family Residencies (18)
- Churches, Museums, Health Care Facilities, Correctional facilities, and Community Buildings (22)
- Industrial and Miscellaneous Buildings (23)

RESEARCH/BOOKS/PUBLICATIONS/PRESENTATIONS:

Philosophy:
“A well built environment empowers the citizens”

Key to Projects Success:

- People
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- Teamwork
- Community
- Environment
- Innovation
- Technology



- Ngwaba, M. (2010). *Major Constraints in Planning, Design, And Construction of a Facility. A Neo-Institutionalism Approach: For Professionals, Leaders, and Educators.* Saabruken Germany: LAP Lambert Academic Publishing AG & Co.KG.
- Ngwaba, Maurice (2017). *Growing Benefits for Nations Using Modern building Codes and Regulations.* ICC Global Services: Building Safety Worldwide. Building Safety Journal Online, Page 16-18, August 2017.
- Ngwaba, Maurice C.; Alade, Ayodele J. (2016). *The Future: Electric Power Utilities and the Net Zero Energy Building Standards.* Abstract and Manuscript Accepted for Publications by PennWell Corporation, Essex, UK. Paper will be presented at POWER-GEN Africa 2016 at Sand Ton Convention Center, Johannesburg, South Africa, July19-21, 2016.
- Ngwaba, Maurice C. (2014). *Expanding the Role of the Architect in Infrastructure Development: A New Paradigm for Nigeria.* A keynote Address Presented at the Lagos Architects Forum, 2014. “Lagos 5.0 – Architecture & Real Estate” Expo Center of Eko Hotel & Suites, Victoria Island, Lagos, Nigeria May 14- 17, 2014.
- Ngwaba, Maurice C. (2015). *Building Sustainable Environments and Infrastructures with Modern Building Codes: A Case for International Code Council- Nigeria National Chapter.* Presented at the International Code Council (ICC) 2015 National Convention, Long Beach, California, USA September 27-29, 2015.
- Ngwaba, Maurice C.; Alade, Ayodele J. (2015). *Overcoming Barriers to Solar and Wind Renewable Energy Development in Sub-Sahara Africa: A New Perspective.* Abstract and Manuscript Accepted for Publications by PennWell Corporation, Essex, UK. Paper was presented at POWER-GEN Africa 2015 at Cape Town International Convention Center, Cape Town, South Africa, July15-17, 2015.



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- Ngwaba, Maurice; Arumala, Joseph (2013). *Higher Educational Facilities Development: A Review of Three Capital Projects at the University of Maryland Eastern Shore*. Manuscript published by the International Association for Technology, Education and Development (IATED) and presented at ICERI 2013: 6th International Conference of Education, Research and Innovation, November 18-20, 2013 Seville, Spain.
- Ngwaba, Maurice C. (2014). *Approaches in Hospitality Facilities Design*. Presented at the Lagos Architects Forum, 2014. “Lagos 5.0 – Architecture & Real Estate” Expo Center of Eko Hotel & Suites, Victoria Island, Lagos, Nigeria May 14- 17, 2014.
- Ngwaba, Maurice C.; Alade, Ayodele J. (2013). *Solar and Wind Powered Renewable Energy Strategies for Institutions and Organizations: A Case Study of University System of Maryland Institutions*. Manuscript Accepted for Publications by Review of Business and Technology Research, and Paper was presented at the 2013 Modern Technology and Management Institute, Inc. Annual Conference at Virginia Beach Resort, Virginia Beach September 19-21, 2013.
- Ngwaba, Maurice C.; Alade, Ayodele J. (2014) *Strengthening the Role of an Architect and Engineer in the Construction Manager (CM) Delivered Project: A leadership Imperative*. Manuscript Accepted for Publications by Review of Business and Technology Research, and Paper was presented at the 2014 Modern Technology and Management Institute, Inc. Annual Conference at Virginia Beach Resort, Virginia Beach September 19-20, 2014.
- Ngwaba, Maurice C. (2014). *Perspectives in Office Design: An Institutional Approach*. Presented at the Lagos Architects Forum, 2014. “Lagos 5.0 – Architecture & Real Estate” Expo Center of Eko Hotel & Suites, Victoria Island, Lagos, Nigeria May 14- 17, 2014.
- Ngwaba, Maurice C.; Alade, Ayodele J. (2015). *Using Power Purchase Agreements in Renewable Energy Development and Use: Lessons Learned by the University System of Maryland Institutions*. Abstract Submitted.
- Ngwaba, Maurice C.; Alade, Ayodele J. (2015). *New Approaches to Expanding Solar and Wind Renewable Energy Development in Institutions and Organizations*. Abstract Submitted.
- Ngwaba, M.C. (2006). *A Case Study of Constraints in the Planning, Design, and Construction of a Higher Educational Facility Using the Neo-Institutionalism Approach*. (Doctoral Dissertation, University of Maryland Eastern Shore, 2005). Dissertation Abstracts International (UMI No.3197039).
- Ngwaba, Maurice (2010) *Higher Educational Facilities Development: A Review of Three On-going Capital Projects at the University of Maryland Eastern Shore*. Presented to the American Association of Civil Engineers (ASCE) Eastern Shore Branch, April 15, 2010, Salisbury, Maryland, USA.
- Ngwaba, Maurice; Knight, Chris; & Moshogianis, Mike (2002). *Creative partnering for a University and its Barrier Island Community*. Presented at the 2002 Mid-Atlantic Regional Conference, Society for College and University Planning (SCUP), April 7-9 2002, Pittsburgh, Pennsylvania, USA.



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- Ngwaba, Maurice C.; Alade, Ayodele J. (2014). *Strategies for Enhancing Solar and Wind Renewable Energy Development in Nigeria: A Case Study for Sub-Sahara Africa Markets*. Manuscript Accepted for Publications by PennWell Corporation, Essex, UK. Paper was presented at POWER-GEN Africa 2014 at Cape Town International Convention Center, Cape Town, South Africa, March 17-19, 2014.
- Ngwaba, Maurice (2001). *Effective Facilities Master Planning: A Tool for Campus Development*. Presented to an International Higher Education Strategic Planning Workshop at the University of Maryland Eastern Shore, Princess Anne, Maryland, August 1, 2001.
- Ngwaba Maurice (1989) *A Basic Health Care Hospital for Macon County, Alabama*. Thesis presented to the Tuskegee University Thesis Committee in fulfillment for a degree in B. Architecture, Tuskegee Alabama, May 1989.
- Ngwaba, Maurice; Dumpson, Kimberly (2012). *University of Maryland Eastern Shore Legislative Priorities and Capital Project Plans*. Presented to the Salisbury Area Chamber of Commerce Legislative Affairs Committee, at Wor-Wic Community College, Salisbury, Maryland, December 13, 2012.
- Ngwaba, Maurice, C (2013): *Key Note Speaker*-University of Maryland Eastern Shore/National Summer Transportation Institute Closing Ceremony, July 5, 2013.
- Ngwaba, Maurice, C (2014): *Key Note Speaker* – International Code Council (ICC) – Nigeria National Chapter Inauguration Ceremony, Binez Hotel, Aba, Nigeria, December 29, 2014.

MEMBERSHIP/PROFESSIONAL AFFILIATIONS:

- Member International Code Council (ICC) Global Governing Committee (2015)
- American Institute of Architects
- American Planning Association
- International Code Council (ICC) - #8261560
- International Code Council (ICC) – Nigeria National Chapter
- Society for College and University Planning (SCUP)
- Association of Physical Plant Administrators
- Member, Wicomico County Historic District Commission (2009-2018)
- Member, City of Salisbury Building Board of Adjustments and Appeals (1995- 2018)
- Member, City of Salisbury Downtown Riverfront Development Review Committee (A technical advisory committee to the City Council) (1995-1998)
- Member, State of Delaware Technical Community Colleges: Architecture, Engineering, and Technology advisory Board, May 28, 2013 to present.
- National Association of College and University Business Officers (NACUBO) 2015 and 2018 Annual Meeting Presentation Reviewer



HONORS/AWARDS:

- Top 100 Minority Business Enterprise (MBE) in the State of Maryland in 2007
- State of Maryland Governor's Citation for excellence, and continuous contributions to the Maryland business community and to the economy, August, 2006
- State of Maryland Governor's Citation for excellence and distinguished service, November, 1993
- American Institute of Architects Certificate of Scholastic Merit Award, for excellence in the study of Architecture, April 1989.

SELECTED PROJECTS: PROJECT PLANNING, PROGRAMMING & FEASIBILITY STUDIES

Philosophy:

“A well built environment empowers the citizens”

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1. Master Planning University of Maryland Eastern Shore (UMES) 1991-2001, 1996 –2006, 2002-2012, 2008-2018, and 2016 - 2025 Edition
2. Aviation Science & Engineering Building Part II Program, UMES, Princess Anne, MD. Completed 2010 (\$101,000,000)
3. Somerset Hall Renovation for School of Pharmacy Program, UMES, Princess Anne, MD. 2010 (\$7,200,000)
4. Students Development Center Renovation Program Document, UMES, Princess Anne, MD, 2007. (\$7,200,000)
- 5.
6. UMES Utilities Master Plan Project (1998- 2008)
7. UMES Hazard Mitigation Plan (2010)
8. UMES Climate Action Plan (2011)
9. UMES Americans with Disabilities Act Transition Plan (2011) (\$8,300,000)
10. Banneker Hall Small Animal Facility Building Program, UMES, Princess Anne, MD. (2013) (\$2,200,000)
11. New Frederick Douglass Library Program, UMES, Princess Anne, MD (2013) (84,000,000)
12. Coastal Ecology Teaching/Research Building (\$4,680,000)
13. Social Science, Education & Health Science Building, UMES, Princess Anne, MD. 2001 (\$36,600,000)



Philosophy:

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SELECTED PROJECTS:

14. Harriet Tubman Coalition, Inc. Master Plan & Headquarters Addition/Renovation, 424 Race Street, Cambridge, MD. 1995 (\$450,000)
15. Bed & Breakfast Museum, Bucktown, Dorchester County, MD 1995 (\$400,000)
16. Great Blacks in Wax Museum Proposed Building (\$6,300,000)
17. Students Services Center, UMES, Princess Anne, MD (\$32,000,000)
18. Food Science and Technology Center, UMES, Princess Anne, MD 1995 (\$15,000,000)
19. Airway Science Building, UMES, Princess Anne, MD 1993 (\$800,000)
20. Digitization of all Campus facilities, amenities, and utilities including topographic mapping of all the 745 Acres of land. (1998)
21. Physical Plant/Central Receiving Building, UMES (\$7,500,000)
22. 25 Unit (600 Bed) Student Residence Complex, UMES, Princess Anne, MD.
23. 300 Bed New Residence Hall, UMES, Princess Anne, MD 2001 (\$12,000,000)
24. 400 Bed New Residence Hall, UMES, Princess Anne, MD 2010 (\$27,000,000)
25. New School of Pharmacy & Health Professions Program, Princess Anne, MD – 2016 (\$86,200,000)



Philosophy:

“A well built environment empowers the citizens”

Key to Projects Success:

- People**
- Purpose**
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- Environment**
- Innovation**
- Technology**



SELECTED PROJECTS: SITE IMPROVEMENT & UTILITIES

1. UMES Site Improvement projects - Phases I, IIA, IIB, & IIC, Princess Anne, MD. 1991/1992 (\$6,000,000)
2. Directed the planning and installation of **2.2 Megawatts (MW)** photovoltaic solar farm in a 20 acre university site. This public/private partnership project was completed in January 2011
3. Solar Powered Community Alerting System, UMES Princess Anne, MD (2011) (\$100,000)
4. In planning - 4 MW Wind Turbine Project, UMES, Princess Anne, MD (2015)
5. In Planning – Agency Energy Plan, UMES, Princess Anne, MD (2015)
6. In Planning – 500 KW Solar Canopy Project, UMES Princess, MD 2015
7. UMES Radio Tower Structural Assessment (2013) (\$75,000)
8. Furnishing and Installation of New Telecommunication System, UMES, Princess Anne, MD, 1992 (\$2,500,000)
9. Water Improvement Project, UMES, Princess Anne, MD, 1990 (\$260,000)
10. UMES Water Tower Project UMES, Princess Anne, MD, 1991 (\$600,000)
11. Sewer Main Replacement along Manokin River with Town of Princess Anne (\$700,000)
12. Installation of 4 Irrigation wells, UMES, Princess Anne, MD, 1999 (\$250,000)



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SELECTED PROJECTS: SITE IMPROVEMENT & UTILITIES

13. Installation of Irrigation system in the outfields UMES, Princess Anne, MD, 1999 (\$100,000)
14. Installation of outdoor lighting around backbone road UMES, Princess Anne, MD, 1992(\$200,000)
15. UMES Bus Shelter & Police Booths, Princess Anne, MD, 1997/98 (\$30,000)
16. Installation of Ornamental Fence to the Students Residential complex, UMES, Princess Anne, MD, 1992 (\$118,000)
17. Installation of Telephone Cables to Kiah Hall, UMES, Princess Anne, MD, 1991, (\$50,000)
18. Repair/Resurfacing of Farm Roads, UMES, Princess Anne, MD, 1993 (150,000)
19. Water Management System for Nebo Road, Wicomico County. (a cooperative project management between UMES and the Soil Conservation Service), 1993 (\$100,000)
20. Central Heating Plant upgrade and Boiler Replacement, UMES, Princess Anne, MD, 1994 (\$931,000)
21. Bozman Bridge Replacement, UMES, Princess Anne, MD, 2010 (\$500,000)
22. UMES South University Boulevard Extension, UMES, Princess Anne, MD, 2009 (\$600,000)





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SELECTED PROJECTS: EDUCATIONAL BUILDINGS

1. Kiah Hall Building (Math’s, Computer, Business and Physical Therapy program building) UMES, Princess Anne, MD 1992 (\$5,000,000)
2. Bird Hall Admission Building renovation UMES, Princess Anne, MD, 1990 (\$1,000,000)
3. Henson Center (Human Ecology, Interior Design, and Hotel Restaurant and Hospitality Building) 1994 (\$14,000,000)
4. Social Science, Education & Health Science Building, UMES, Princess Anne, MD. 2001 (\$36,600,000)
5. Aviation Science & Engineering Building, UMES, Princess Anne, MD. 2015 (\$101,000,000)
6. J. T Williams Building Administration Renovation, UMES, Princess Anne, MD. 2009 (\$400,000)
7. Wilson Hall Renovation, UMES, Princess Anne, MD 1994. (\$1,000,000)
8. Students Development Center renovation, UMES, Princess Anne, MD, 2007. (\$7,200,000)
9. Addition and Renovation of Douglass Library, UMES Princess Anne, MD 1995, (\$7,760,000)
10. UMES Temporary Classroom #1 & #2, UMES, Princess Anne, MD, 1997 (\$178,000)
11. Airway Science Building, UMES, Princess Anne, MD (\$800,000)
12. Exterior upgrade of the Physical Plant building using EIFS, UMES, Princess Anne, MD.1992 (\$35,000)
13. Trigg Hall Window replacement, roof and exterior upgrade, UMES, Princess Anne, MD, 1999 (\$800,000)
14. Four Prototype Libraries, Dekalb County, GA. 1989/90
15. Students Services Center, UMES, Princess Anne, MD (\$32,000,000)
16. Food Science and Technology Center, UMES, Princess Anne, MD (\$15,000,000)
17. UMES Modular Classrooms, UMES, Princess Anne, MD 1999 (\$1,000,000)



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SELECTED PROJECTS: RESEARCH BUILDINGS

1. Somerset Hall Renovation for School of Pharmacy Program, UMES, Princess Anne, MD. 2010 (\$7,200,000)
2. Carver Hall Science Building, UMES, Princess Anne, MD, 1992 (\$6,700,000)
3. Hydroponics Facility (2.5 Acres of Rose Greenhouse), UMES, Princess Anne, MD. 1998 (\$3,200,000)
4. Trigg Hall Small Animal Facility Research Facility 2014 (\$2,200,000)
5. Food Science & Technology Center, UMES Princess Anne, MD, 2001, (\$15,000,000)
6. Richard Hazel Hall, UMES, Princess Anne, MD. 2004 (\$36,600,000)
7. Crop & Aquaculture Building, UMES, Princess Anne, MD, 1990 (\$250,000)
8. Swine Research and Reproduction facilities, UMES, Princess Anne, MD, 1995. (\$3,400,000)
9. Soybean Research Building Replacement facility and Addition to Crop & Aquaculture Facility, UMES, Princess Anne, MD, 1998 (\$2,000,000)
10. Farm Buildings renovation, UMES Princess Anne, MD, 1992 (\$300,000)
11. Trigg Hall Research Labs renovation, UMES, Princess Anne. MD 1992 & 2000 (\$1,100,000)
12. Renovation of two Green House Structures attached to the Soybean Research Building, UMES, Princess Anne, MD, 2012 (\$500,000)



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SELECTED PROJECTS: RECREATIONAL FACILITIES

1. Physical and Health Education Building, UMES, Princess Anne, MD., 1998 (\$18,000,000)
2. Cappy Anderson Stadium Renovation, UMES, Princess Anne, MD., 2013 (\$2,200,000)
3. Construction of the Baseball Dugout/Spectator stand and the engineering of the playing fields. UMES, Princess Anne, MD, 1990 1992 (\$250,000)
4. Replacement of Grandstands, and construction of new Press Box at Hawks Stadium, UMES, Princess Anne, MD, 1992 (\$140,000)
5. Retrofit of Telescopic Bleachers at Tawes Gymnasium, UMES, Princess Anne, MD., 1993 (\$20,620)
6. Resurfacing of Athletic Tracks and Events area, UMES, Princess Anne, MD., 1990 (\$118,000)
7. Dekalb memorial recreation facility renovation, Dekalb County, GA, 1989

SELECTED PROJECTS: ELEMENTARY SCHOOLS

1. Early Childhood Building Renovation (Nursery School), UMES, Princess Anne, MD. 1996 (\$75,000)
2. Clark County Elementary School, Athens Georgia 1989
3. Concord Elementary School, Jefferson County, Al. 1987
4. Oak Grove High School Addition, Birmingham, AL 1987
5. Brown Mill Elementary School, Athens, GA 1989



SELECTED PROJECTS: RESIDENTIAL BUILDINGS

1. New 300 Bed Residence Hall, UMES, Princess Anne, MD, 1999 (\$12,500,000)
2. New 400 Bed Residence Hall, UMES, Princess Anne, MD, 2017 (\$25,000,000)
3. Student Residential Complexes (600 beds), university of Maryland Eastern Shore, Princess Anne, MD., 1991 (\$8,310,000)
4. Murphy Hall and Hartford Hall Renovation, UMES, Princess Anne, MD, 1992 (\$5,600,000)
5. Plaza Residence Hall (150 Bed), UMES, Princess Anne, MD, 1996 (\$2,800,000)
6. Court Plaza Residence Hall (150 Bed), UMES, Princess Anne, MD, 1997 (\$2,810,000)
7. Renovation of 6 Student Apartment Dormitories, UMES, Princess Anne, MD, 1997, 98, 99 (\$2,250,000)
8. Renovation of Wicomico Hall, Nuttle Hall, and Murphy Hall Annex, UMES, Princess Anne, MD, 1994 (\$50,000)
9. The Hayward House Renovation (1890s) Princess Anne, MD 1998 (\$100,000)
10. Various Customized residences and renovations (1990-2006) (\$3,000,000)
11. New 400 Bed Residence, UMES, Princess Anne, MD, 2012 (\$25,000,000)

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SELECTED PROJECTS: CHURCHES, MUSEUMS, HEALTH, & CORRECTIONAL FACILITIES & COMMUNITY BUILDINGS

1. Mt. Zion Missionary Baptist Church, Snow Hill, MD (2015) (\$2,200,000)
2. St Luke’s United Methodist Church, Cambridge, MD. 2005 (\$1,900,000)
3. Prince Georges County Government, Maryland: Capitol Heights Volunteer Fire Department Renovation, Capitol Heights, MD. 2011 (\$1,600,000)
4. American Legion “Spirit of Democracy” Post # 145, Salisbury, MD. 2006 (\$1, 500,000)
5. St James United Methodist Church, Westover, MD. 2000 (\$1,500,000)
6. St James Free Methodist Church, Head off Creek Road, Quantico, MD 2002 (\$700,000)
7. Salisbury Seventh Day Adventist Church, Salisbury MD, 2000 (\$700,000)
8. Ngwa National Organization, USA Convention Center, ABA Nigeria. 2007 (\$2,000,000)
9. Shining Star AME Church, Salisbury, MD (\$200,000)
10. Project Sisterhood Facility, Salisbury, MD 2000 (\$250,000)
11. Stanley Institute Historical Restoration, Bayly Road/Rt. 16, Cambridge, Dorchester County
12. Metropolitan United Methodist Church, Princess Anne, MD, 1994 (\$50,000)
13. St Mary’s A.M.E. Church, West point Road, Princess Anne, MD, 1996 (\$ 120,000)



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SELECTED PROJECTS: CHURCHES, MUSEUMS, ETC.

14. Construction Management for the Fasset Maggee Community Health Center, Cambridge, MD 1995
15. Bethel A.M.E Church renovation, Pine Street, Cambridge, MD (1995)
16. Juvenile Detention Center, Jefferson County, AL. 1987
17. Simpson Street Church of Christ, Atlanta, GA 1989
18. Hopewell Baptist Church addition/renovation, Birmingham, AL, 1987
19. Rice Baptist Church Renovation Birmingham AL.1987
20. New Israel Independent Church, Birmingham, AL, 1988

SELECTED PROJECTS: INDUSTRIAL & COMMERCIAL BUILDINGS

1. Prince George’s County Government: Glendale Snow and Leaf Maintenance Facility Renovation 2005 (\$800,000)
2. Laurel Volunteer Fire Department #10 water infiltration upgrade, Laurel Maryland, 2005 (\$250,000)
3. Prince George’s County Government: ADA renovations at Greenbelt, Hillcrest Heights, and Riverdale Libraries, 2003
4. Replacement Forestry Field Office Somerset County, State of Maryland Department of Natural Resources, Managed by Department of General Services, Baltimore, MD, 2006 (\$264,000)
5. Town of Princess Anne Industrial Building, Princess Anne, MD, May 1995 (\$230,000)
6. City Center (Suites Renovation), 213 W Main Street, Salisbury, MD
7. Pizza Plus building addition/renovation, Mt Hermon road, Princess Anne, MD. (\$50,000)



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SELECTED PROJECTS: BUILDING ENVELOPE & ROOF REPLACEMENTS:

1. Replacement of Roof and Repairs to Kent Island High School, Kent Island MD. 2011 (\$300,000)
2. Roof Replacements at UMES Kiah and Henson Center Buildings, 2011 (\$280,000)
3. W. Lanham Hills VFD #28, Lanham, MD. 2002 (\$100,000)
4. Chillum- Adelphi, Seat Pleasant, Riverdale Heights, and Upper Marlboro Volunteer Fire Departments Buildings Roof replacement projects for the Prince George’s County Government, MD. 2000 (\$500,000)
5. Replacement of Roof at Banneker, Spaulding, & Tanner Buildings and 6 Student Apartment buildings, UMES, Princess Anne, MD 1992 (\$140,000)
6. Replacement of Roof to Ella Fitzgerald Performing Arts Center, and Thomas and Briggs Building. UMES, Princess Anne, MD, 1994 (\$156,000)
7. Murphy Hall Annex roof replacement, UMES, Princess Anne, MD, 1995 (80,000)
8. Presidents House slate roof replacement UMES, Princess Anne, MD, 1996 (\$65,000)
9. Elaine Bennett’s residence roof replacement and exterior upgrade using EIFS, Cambridge, MD, 1995 (\$15,000)
10. Henson Center Roof Replacement, UMES, Princess Anne, MD, 2010 (250,000)
11. Kiah Hall Roof Replacement, UMES, Princess Anne, MD, 2010 (250,000)
12. Prince Georges County Government: Roof replacement at Department of Public Works and Transportation, Darcy Road
13. Prince Georges County Government: Roof replacement at Calverton VFD , 3939 Powder Mill Road, Beltsville, MD 20705-3543
14. Prince Georges County Government: Roof replacement at Cora B Wood Center, Brentwood, MD 20722, 2005
15. Prince Georges County Government: Roof replacement at Clinton VFD Woodyard Road, Clinton, MD, 2005
16. Prince Georges County Government: Roof replacement at Ritchie VFD , Ritchie Marlboro Road, Ritchie, MD, 2005

1 **RESOLUTION NO. 2897**

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

6
7

<u>Name</u>	<u>Term Ending</u>
8 Dr. Maurice Ngwaba	9 January 2024

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 January 14, 2019.

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 _____, 2019.

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 Assistant
Subject: Appointment to the Ethics Commission
Date: January 10, 2019

Mayor Day would like to appoint the following person to the Ethics Commission for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Anthony Spyros Sarbanes	January 2023

Attached you will find information from Anthony Spyros Sarbanes 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. Please let me know if you have any questions.

Attachment

cc: Mayor Day

Anthony Spyros Sarbanes

Anthony Spyros Sarbanes was born in Salisbury, MD, on February 9, 1937, the son of Spyros and Matina Sarbanes, Greek immigrants. He attended public schools in Wicomico County, MD, and graduated from Wicomico High School in Salisbury in 1954. He graduated in 1958 with a B.A. in History from Western Maryland College, where he played varsity basketball for four years, was selected for Who's Who in American Colleges and Universities and also received a commission as a Second Lieutenant in the Infantry through Army ROTC. He then attended the Infantry School, Officer Basic Course, and Airborne School at Fort Benning, GA, starting in January 1959. After completion of these schools, he served the remainder of his two years of active duty as an infantry officer in the 29th Infantry, Fort Benning, leaving active duty in January 1961. He completed his Master of Education from Western Maryland College in 1968, and has earned 42 additional graduate credits from the University of Maryland College Park, University of Tennessee and Salisbury University. In September 2007, he received his certificate as a Fellow in the Academy for Excellence in Local Governance from the University of Maryland College Park which he completed while in public office.

Tony Sarbanes pursued a civilian career in public education beginning in February 1961, after completing his active military duty. He taught Social Studies and English on the junior and senior high school level at Wicomico Junior High School, Pittsville High School and Wicomico High School. He coached varsity soccer and junior varsity basketball at Pittsville. Tony then transferred to Wicomico High School where he was the varsity basketball coach and served as the assistant varsity soccer coach. Although he was not a golfer, he also served as the golf coach while at Wicomico High School since no one else was available to fill that position. He had a regular season record of 31-7 as the Wicomico High School basketball coach over a two year period. He then served as a Vice-Principal at Wicomico Junior High School from 1965-1968, and James M. Bennett High School from 1968-1971. In 1971, Tony became the Principal of Wicomico High School, where he served for three years. In 1974, he became the Principal responsible for opening Parkside High School where he served until 1980. In 1980, Tony was appointed as Director of Facilities for the Wicomico County Board of Education. In 1984, he was appointed Director of Logistics and in 1987 as Director of Finance and Logistics. He retired from that position in May 1989 with 28 years of service.

Tony Sarbanes was employed with Second National Federal Savings Bank as Vice-President of Administrative Services from 1989-1993. George, Miles and Buhr, Architects and Engineers, whose main office is in Salisbury, then employed him as Director of Business Development from May 1993 until his retirement in June 2002. In addition, he became a member of the Board of Directors of the Sylvan Learning System in Salisbury in 1996.

While pursuing active civilian and military careers, Tony has also had an interesting and varied career in many civic activities. He has contributed his time and

talents in many community activities to include Chairman, National Conference of Christians and Jews; lifetime member, Maryland Congress of Parents and Teachers; Optimist Club; Chairman, Wicomico County Addiction Advisory Council; Coach, Salvation Army Basketball; Coach, Senior Little League Baseball; Chairman, Wicomico County Department of Recreation and Parks; AHEPA (American Hellenic Education Progressive Association); Chairman, Board of Trustees, Chairman, Pastor Parish Committee, Lay Leader, and member, Administrative Board, Trinity United Methodist Church; Wicomico County Quarter Century Committee; Salisbury-Wicomico Arts Council; Salisbury Neighborhood Redevelopment Task Force; Community Foundation of the Eastern Shore; American Legion Post #64; Board of Directors, Wicomico County Historical Society; Chairman of Salisbury Neighborhood Housing Service Board of Directors; Wicomico County Chairman and Board Member of the United Way of the Lower Eastern Shore; President and Secretary, Delmarva Water Transport Committee; Lower Shore Private Industry Council; Hudson Health Services, Inc.; Wicomico County Audit Committee; Lifetime Member Reserve Officers Association; Lifetime Member Military Officers Association of America; Salisbury University Town and Gown Council and Maroon and Gold Club; Wicomico Tourism Commission; Chairman Wicomico War Memorial Commission; the Nabb Research Center at Salisbury University; the Board of the Henson YMCA and the Board of Coastal Hospice. He served on Senator Benjamin Cardin's Service Academy Interview Committee for students in the First Congressional District. He actively worked in the successful political campaigns of his brother retired U. S. Senator Paul S. Sarbanes and his nephew U. S. Congressman John P. Sarbanes.

The United Way recognized him as the outstanding volunteer in Wicomico County for 2000 and in 2008. The Consulting Engineers Council of Maryland awarded him the Community Service Award for 2000, for outstanding service to his community. He received the Distinguished Citizens Award 2001 from the Tri-County District of the Boy Scouts of America. In 2006 he received a Certificate of Appreciation from MAC, Inc for his service for senior citizens. He received the Salisbury Optimist Club Presidents Citation as the Outstanding Optimist Club member in 2007-2008. On May 13, 2010, he received the Salisbury Rotary Club Four Way Award. On March 31, 2011, the United Way presented Tony with the Jim Barrett Community Leadership Award for his many years of public service in various agencies and programs. On October 29, 2011, the Alumni Association of McDaniel College (formerly Western Maryland College) awarded Tony the Alumni Community Service Award for his community service in Wicomico County and the Lower Eastern Shore. On May 10, 2012, Tony received a Wicomico County Commission on Aging Volunteer Recognition Award for his volunteer service in Wicomico County as recommended by the United Way of the Lower Eastern Shore. On November 19, 2012, he received the Salisbury Award for his community service. The Salisbury University President's Distinguished Community Leadership Award was presented to Tony on May 21, 2015 for his years of outstanding community service. On October 26, 2017, Tony was inducted into the Maryland Senior Citizens Hall of Fame in recognition of his community service. The Community Foundation of the Eastern Shore on November 2, 2018 presented Tony with the Chairman's Award in recognition of his years of public service.

Tony Sarbanes entered the U.S. Army Reserve in February 1961, where his initial assignment was as a forward observer, 7th Howitzer Battalion, 6th Artillery, 79th Infantry Division. He then joined Company D, 3rd Battle Group, 12th Infantry, 79th Division in July 1961 where he served as the company commander. This unit in Salisbury was the last U. S. Army Reserve unit to be located on the Eastern Shore of Maryland. In June 1963, he became the Adjutant of the 489th Chemical Battalion in Seaford, Delaware. This assignment was followed by joining the 370th Military Police Detachment in July 1964 which he subsequently commanded for three years. In May 1968, Tony was assigned to the 275th Supply and Service Battalion in Seaford where he served as S-3(Operations Officer), Executive Officer and finally as Commander from December 1973 to September 1976. In September 1976, he was selected to serve as Deputy Chief of Staff of the 97th U.S. Army Reserve Command (ARCOM), Fort Meade, Maryland. This command consisted of approximately 10,000 Army Reserve personnel located in Maryland, Delaware and Virginia along with a Special Forces Command that extended from Massachusetts to Florida. In January 1978, he was appointed Deputy Chief of Staff for Personnel and Administration of the 97th ARCOM which he held for three years when he was appointed to the position of Chief of Staff, 97th ARCOM. In September 1983, he was selected to serve as Deputy Director of Transportation, Energy and Troop Support, Office of the Deputy Chief of Staff for Logistics at the Pentagon, as an individual mobilization augmentee (IMA) and promoted to Brigadier General. In September 1987, he was selected to serve as Assistant Deputy Chief of Staff for Logistics, Mobilization and Training (IMA) at the Pentagon in the Office of the Deputy Chief of Staff for Logistics. This was the senior Army Reserve position in the U. S. Army Pentagon Logistics Office. It is in this position that he was promoted to the rank of Major General on March 23, 1988. He retired from the U.S. Army after 33 years of Active and Reserve service on September 30, 1991.

Throughout his Reserve military career, Tony completed several military schools to include the Military Police School Officer Advanced Course(nonresident 1970), Fort Gordon, Georgia; Quartermaster School, Officer Qualification Course, Fort Lee, Virginia(nonresident 1972); Quartermaster School, Officer Advanced Course, Fort Lee, Virginia(nonresident 1972); Command and General Staff College, Fort Leavenworth, Kansas(nonresident 1976); the Army War College, Carlisle Barracks, Carlisle, Pennsylvania(nonresident 1981); and the Army War College, Senior Reserve Component Officer Course(resident 1987).

His decorations include the Army Distinguished Service Medal, Meritorious Service Medal with Two Oak Leaf Clusters, National Defense Service Medal, Armed Forces Reserve Medal with Ten Year Device, Army Reserve Achievement Medal with Oak Leaf Cluster, Army Service Ribbon and Parachutist Badge.

He was elected to the Wicomico County Council in November 2002 with the largest vote total at that time for an at-large position. He was selected to serve as the Council President in December 2002. He also served as the Council representative on the Tri-County Council, SWED (Salisbury Wicomico Economic Development Committee),

Tourism Board and Recreation and Parks Commission. He chose not to run for a second term in 2006.

Tony is married to the former Billye Parks of Salisbury, Maryland. They have two children, Beth Sheller, who is an elementary school educator, and Jimmy, a circuit court judge. His son-in-law is Garrett Sheller, an attorney, while his daughter-in-law is Margo Sarbanes, previously an elementary school teacher and currently working in real estate. Tony and his wife have three granddaughters, Zoë Elizabeth Sheller, Evelyn Anne Sarbanes and Sophia Matina Sarbanes and two grandsons, Anthony Paul Sarbanes and William James Sarbanes.

November 4, 2018

1 **RESOLUTION NO. 2898**

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

5
6

<u>Name</u>	<u>Term Ending</u>
Anthony Spyros Sarbanes	January 2023

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9
10 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
11 Council of the City of Salisbury, Maryland held on January 14, 2019.

12
13 ATTEST:

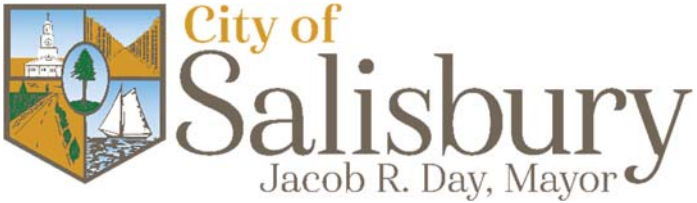
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15
16
17 _____
18 Kimberly R. Nichols
19 CITY CLERK

20
21 _____
22 John R. Heath
23 PRESIDENT, City Council

24
25 APPROVED BY ME THIS

26 _____
27 _____ day of _____, 2019

28 _____
29 Jacob R. Day
30 MAYOR, City of Salisbury



MEMORANDUM

To: Julia Glanz, City Administrator
From: Laura Baasland, Administrative Office Associate
Subject: Appointment to the Friends of Poplar Hill Mansion Board of Directors
Date: January 10, 2019

Mayor Day would like to 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>
Loudell Insley	January 2022

Attached you will find information from Loudell Insley 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

1701 Old Mill Lane
Salisbury, MD 21801

July 26, 2018

Board of Directors
Poplar Hill Mansion

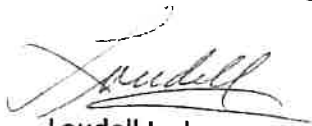
Ladies and Gentlemen:

Betsy Wolfe has encouraged me to approach you about my interest in the Poplar Hill Mansion since over the years I have been so active a supporter of Newtown.

In my real estate career, I've been fortunate to have been involved with the listing or sale of over seventeen homes in Newtown. The older homes must speak to me. The Mansion certainly has. I've watched it as it has grown more and more attractive and as our community has seen its beauty and claimed it as their own...for a day or an evening.

Should you have a need for another person on your Board, one who doesn't live in Newtown but loves it still, I'd be happy to share with you my enthusiasm for our lovely, historical centerpiece of Salisbury.

Life is good & getting better!



Loudell Insley

410-726-2249

Loudell Insley
1105 S. Schumaker Dr, Apt 210
Salisbury, MD 21804
410-726-2249

1963 Graduated from University of Maryland, College Park with B.S. in Elementary Education

1964 Graduated from Katharine Gibbs Secretarial School, New York City

1964-1965 Employed by Pharmaceutical Manufacturers Association, Washington, D. C.

1965-1970 Employed by Senator Edward M. Kennedy as Immigration Caseworker, then Assistant Press Secretary.

1968 Traveling campaign secretary for Senator Robert F. Kennedy

1971 Assist to Deputy Press Secretary, Peace Corps

1971-1972 Assistant to Convention Manager Democratic National Convention

1972-1976 Manager of Secretarial Department, Perdue Farms

1976 to now Real Estate Salesperson, Long & Foster Real Estate, Inc,

Two terms on Salisbury Area Chamber of Commerce Board of Directors
15 years as Chair of Beautification Committee for Chamber of Commerce
Initiated the Beautification Fund with the Community Foundation of the Eastern Shore

President of Friends of Coastal Hospice
President of Wicomico Garden Club
BOD John B. Parsons Foundation
BOD WorWic Foundation
Advisory Board Salvation Army

Altar Guild Trinity Methodist Church
Member Green Hill Country Club
LLC member of Green Hill Country Club
Elected to Democratic State Central Committee

Single

Born and reared in Salisbury, my childhood home was 401 Pennsylvania Ave, a lovely Tudor home built by one of Salisbury's premier architects, George Booth. Its beautiful design, woodwork, and architectural features have stayed with me through time.

I served as an active member of the Salisbury Area Chamber of Commerce for many years. As Chairperson of their Beautification Committee for fifteen years, I helped create the Chamber's Beautification Fund held by the Community Foundation of the Eastern Shore.

Because we had created a wish list of landscaping ideas for Salisbury, when Frank Perdue offered us \$50,000 for a landscaping project, we were able to convince him to increase his contribution to \$200,000 with matching funds from the State of Maryland. With that we upgraded the landscaping on Route 50 from Owens Mill Rd to Perdue Stadium and added \$100,000 to our Beautification Fund for future maintenance. Our triangles, trees in the park, the painting of the tunnels under the railroad track on E. Main Street were projects I helped to oversee. We introduced the "winter pansies" in our triangles and sold them through the Chamber. Now homeowners routinely plant pansies in the fall, thus helping to make Salisbury a more beautiful place to live. All of which contributed to my receiving an award from the Chamber for my efforts.

In 1976 I obtained my real estate license and while I've sold nearly 800 homes in my career, the older homes are the ones that appeal to me. In Newtown, over the years, I've had 19 sides of various transactions. When I began young families often purchased them with the thought of a large house for less money and "Oh, Honey, won't it be fun to fix it up," attitude. Then in about three years they were

crying uncle at all the hidden expenses. Today's investors are buying those low-priced homes and fixing them up. Young buyers learned from their parents not to sink a ton of money into homes. But at the same time out-of-the-area buyers are finding Newtown to be a desirable re-location prospect.

Because of my experience in Newtown, a few years ago I was asked to meet with a committee from Newtown to discuss its marketing. The Dressels were concerned about the number of houses available then and the lack of apparent interest in selling them exhibited by the Realtors. I explained that crime in Salisbury, as reported on the internet, was a big inhibitor. So, we met with Barbara Duncan about that. Crime hasn't decreased all that much, but now we have a better response to buyers' concerns about crime here. Marketing Newtown houses takes a special presence and sales pitch that owners are uniquely qualified to do. I recommended my webmaster as an affordable and talented person to help with a new website. And told them I would be happy to work with her to funnel Newtown MLS listings onto their website. They agreed to work with Dana and subsequently they were awarded, by the Maryland Historic Trust, the 2017 Preservation Award recognizing its new website, www.newtownhistoricdistrict.com, as an educational project engaging the public.

The Poplar Hill Mansion is an important part of Salisbury's history and yet few Salisburians even know it exists. We have David Scheid on the Board already. He is a horticulturalist teaching at SU, and a landscape designer as well as a creative spirit. He needs to be implemented more. Curb appeal is important at Poplar Hill just as much as it is for homeowners wishing to sell their homes. And if done well, perhaps we can teach homeowners in town how to duplicate some of the landscaping ideas displayed at the Mansion. Then people will also want to enter the house to learn more.

I'm interested in helping Poplar Hill anyway I can. If you see fit to add me to the Board, I will be an active member for the enhancement of Poplar Hill but also for Salisbury.

1 **RESOLUTION NO. 2899**

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

6
7

<u>Name</u>	<u>Term Ending</u>
Loudell Insley	January 2022

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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 January 14, 2019.

13
14 ATTEST:

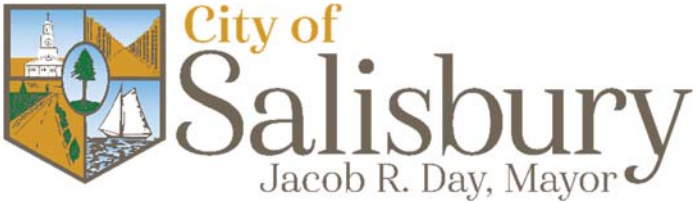
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18 _____
19 Kimberly R. Nichols
20 CITY CLERK

John R. Heath
PRESIDENT, City Council

21
22 APPROVED BY ME THIS

23
24 _____ day of _____, 2019.

25
26
27
28 _____
29 Jacob R. Day
MAYOR, City of Salisbury



MEMORANDUM

To: Julia Glanz, City Administrator
From: Laura Baasland, Administrative Office Assistant
Subject: Appointment to the Elections Board
Date: January 10, 2019

Mayor Day would like to appoint the following person to the Elections Board for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Dr. Harry Basehart	January 2025

Attached you will find information from Dr. Basehart 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. Please let me know if you have any questions.

Attachment

cc: Mayor Day

Harry Basehart
920 Russell Ave.
Salisbury, MD 21801
December 21, 2018

The Honorable Jacob R. Day
125 North Division St., Room 304
Salisbury, MD 21801

Dear Mayor Day,

I am writing to express my interest in serving on the City Board of Elections. I will bring experience, enthusiasm, and a strong commitment to support voting integrity and voting access, core values of the electoral process.

A strength of my application is that I have viewed elections from several perspectives: voter, chief judge for Wicomico County Board of Elections, volunteer to register new voters, volunteer for candidates running for local offices, and member of the Special Committee on Voting Systems and Election Procedures in Maryland.

I would welcome the opportunity to work with other board members and the staff of the Office of City Clerk to ensure an open and efficient election in November 2019.

Thank you for considering my application.

Sincerely yours,

Harry Basehart

Harry Basehart

RESUME

H. Harry Basehart

Personal

Permanent Mailing Address: 920 Russell Avenue
Salisbury, MD 21801

Telephone & e-mail: Home 410-742-4992;
Cell 443-783-2892
hhbasehart@salisbury.edu

Education

Ph.D. The Ohio State University, 1972
M.A. The Ohio State University, 1965
B.A. Kent State University, 1964

Military Service

U.S. Army 1969-70

Employment Experience

Prior to retirement in 2008, I was Professor of Political Science at Salisbury University. I taught a variety of courses, including Contemporary Issues, State and Local Government, Methods of Empirical Political Analysis, and Political Parties and Pressure Groups. Along with teaching, I had extensive administrative experience as Chair, Department of Political Science (1983-88, 1994-2002) and I served on various university committees. I was co-founder (with Fran Kane) of the Institute for Public Affairs and Civic Engagement (PACE) and co-director, 1999-2006.

Service on State/Local Committees and Commissions

Treasurer, McCain for Wicomico County Council, 2018-present.

Member, Wicomico County Redistricting Committee, 2012.

Member and Treasurer, Wicomico County Democratic Central Committee, 2010-2018.

Member, Wicomico County Commission on Aging, 2011-2017.

Chief Judge, Wicomico County Board of Elections, 2006 and 2008.

Member, Special Committee on Voting Systems and Election Procedures in Maryland, 2001-02.

Member, City of Salisbury Ethics Commission, 1982-1987; Chair 1986-1987.

Selected Publications

State and Local Government: Politics and Public Policies, 9th ed. Coauthor with David Saffell, New York: McGraw-Hill, 2008.

"Voter Registration." Coauthor with Jim Perry. In *Electoral Voices: Engaging College Students in Elections*, American Association of State Colleges and Universities, 2006.

Governing States and Cities, Coauthor with David Saffell. New York: McGraw-Hill, 1997.

"Redistricting and Incumbent Reelection Success in Five State Legislatures." Coauthor with John Comer. *American Politics Quarterly* 23 (April 1995): 241-53.

"Pennsylvania." In *Redistricting in the 1980's*, ed. Leroy Hardy, Alan Heslop, George Blair, 217-22. Claremont, California: Rose Institute of State and Local Government, 1993.

"Partisan and Incumbent Effects in State Legislative Redistricting." Coauthor with John Comer. *Legislative Studies Quarterly* 16 (February 1991): 65-79.

"The Seats/Votes Relationship and the Identification of Partisan Gerrymandering in State Legislatures." *American Politics Quarterly* 15 (October 1987): 484-98.

"Criteria for Redistricting: The Goal of Political Fairness." *National Civic Review* 71 (April 1982): 195-202.

"The Nature of Representation: What the Court Guidelines Say." *National Civic Review* 69 (November 1982): 546-54.

Selected Conference Participation

“Politics in the 1960s: The Good, the Bad and the Ugly,” paper delivered at “The 1960s at 50,” Adventures in Ideas Humanities Seminar, Salisbury University, October 3, 2010.

“What Can Students Learn about Civic Engagement? Results from Pre- and Post-Surveys,” paper delivered at American Democracy Project National Meeting, June 7-9, 2007, Philadelphia.

Chair and discussant, "The American Experience in Vietnam: Roots and Ramifications," panel at James Madison University, Association for Asian Studies, Southeast Regional Conference, January 13-15, 1994.

Chair, "POW/MIA," panel at “The United States and Viet Nam: From War to Peace,” University of Notre Dame, December 2-4, 1993.

Chair, panel at "Vietnam: Paris + 20," Texas Tech University, April 22-24, 1993.

Co-Director, "Remembering Tet, 1968: An Interdisciplinary Conference on the Vietnam War," Salisbury University, November, 18-21, 1992.

Participant, Conference on State Legislative Elections, March 1-3, 1990, University of Kentucky.

Director, "The Sense of the People: A Conference on the Maryland Constitution," October 7, 1989, funded by Maryland Humanities Council.

Chair, "Gerrymandering and the U.S. Supreme Court," panel at the American Political Science Association Annual Meeting, August 28-September 31, 1986, Washington, D.C.

"Redistricting and the 1982 General Elections: Has Political Fairness Been Achieved in State Legislatures?" paper delivered at the American Political Science Association Annual Meeting, September 1-4, 1983, Chicago, Illinois.

"The Criteria for Reapportionment," paper presented at the National Conference on Government, November 14-17, 1981, Pittsburgh, Pennsylvania.

Honors and Awards

2018 Lifetime Achievement Award, Student Government Association, Salisbury University.

Wilson H. Elkins Professorship (co-recipient with Fran Kane), University System of Maryland,
2004–2005, 2005–2006.

Alumni Association Faculty Appreciation Award, Salisbury University, 2004.

Faculty Member of the Year, Salisbury State University Student Government Association, 2001.

Outstanding Faculty Award, Salisbury State University, Student Government Association, 1997.

Distinguished Faculty Award, Faculty of Salisbury State University, 1993.

1 **RESOLUTION NO. 2900**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is appointed to the Elections Board, for the term ending as indicated.

5
6

<u>Name</u>	<u>Term Ending</u>
7 Dr. Harry Basehart	8 January 2025

9
10 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
11 Council of the City of Salisbury, Maryland held on January 14, 2019.

12
13 ATTEST:

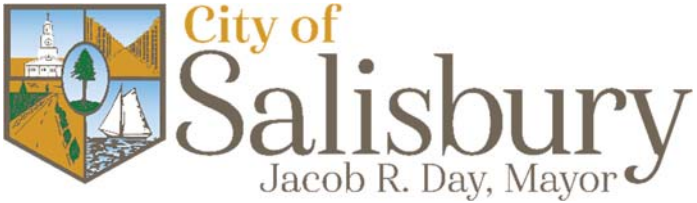
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16 _____
17 Kimberly R. Nichols
18 CITY CLERK

John R. Heath
PRESIDENT, City Council

19
20
21 APPROVED BY ME THIS

22
23 _____ day of _____, 2019

24
25
26 _____
27 Jacob R. Day
28 MAYOR, City of Salisbury



MEMORANDUM

To: Julia Glanz, City Administrator
From: Laura Baasland, Administrative Office Associate
Subject: Appointment to the Sustainability Advisory Committee
Date: January 10, 2019

Mayor Day would like to appoint the following person to the Sustainability Advisory Committee for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Michael Auger	January 2022

Attached you will find information from Michael Auger and the resolution necessary for his 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

Greetings Green Team,

I attended December's Green Team meeting and was excited to observe such a resourceful, intelligent and effective team at work! I would love to join and feel that my experience with environmental advocacy both in my professional and personal lives would make me a solid member of the team.

Professionally, I am an elementary art school teacher that has been working in the Wicomico County public school system for over 15 years. I incorporate environmental material in all my classes and currently looking to add a certification in Environmental Base Learning. My goal is eventually to write my own environmentally focused curriculum. This is also my 2nd year teaching in the Ward Museum's STREAM after-school program at North Elementary School. The program has a strong focus on environmentally advocacy and education. I have a high visibility at my schools, as everyone knows me to be Mister Auger the art teacher who rides his bike to work and lives a green life style.

In my personal life, I maintain a strict commitment to environmental mindfulness by participating in water clean-ups regularly and supporting local groups such as Surfriders. I try to live by my beliefs by being petroleum independent, minimizing my use of packaging (including plastic bags, bottles, etc), and other products that are harmful to the environment such as micro-beads. I love gardening and encouraging healthy gardening habits and have been certified in permaculture design. My personal artwork also features whimsical animal characters in an illustrative format which appeal to all ages and usually has environmental or animal rights related themes.

I am an idea driven person, and love to brain-storm with others and make change happen. I look forward to contributing to our work; and thank you for your consideration.

Michael Auger

Michael Auger

140 Truitt St., Salisbury, MD 21804

natureartroom@gmail.com or on Facebook **Nature Art Room**

(410) 369-6733

Employment

Art Teacher

2004-Present: Wicomico Co. Board of Education, Salisbury, MD.

- Art teacher for Pre 3 -5th, Middle, and High school.
- Site director for an academic after school program for at-risk youth (2004-2010).

2003-2004: Baltimore City Public Schools, Baltimore, MD.

- Art teacher Prek-8th inner city Title One School.

2001-2003: Charlotte-Mecklenburg Schools, Charlotte, NC.

- Art teacher K-5th Title One School.

Environmental Teacher

2012- Present: Ward Museum @ Salisbury University, Salisbury, MD

- Environmental Art teacher for drop-in art program.
- Lead Environmental teacher for after school STREAM program (2017-present).

Education

[2001] M.A.T. /Art Education K-12, State University of New York @ Oswego, NY.

[1994] B.A. / Psychology, State University of New York @ Plattsburgh, NY.

Technology

Microsoft Office, Outlook, and Social Medias.

Certifications

Growing up Wild, Aquatic Wild, Project Wild, Flying Wild, Project Wet, Wonders of the Wet land, Project Learning Tree, and Allice Ferguson Foundation Water Shed Education, Permaculture Farming.

1 **RESOLUTION NO. 2901**

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

6
7

<u>Name</u>	<u>Term Ending</u>
Michael Auger	January 2022

8
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 January 14, 2019.

13
14 ATTEST:

15
16
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18 _____
19 Kimberly R. Nichols
20 CITY CLERK

John R. Heath
PRESIDENT, City Council

21
22 APPROVED BY ME THIS

23
24 _____ day of _____, 2019.

25
26
27
28 _____
29 Jacob R. Day
MAYOR, City of Salisbury

INTER

OFFICE

MEMO

Office of the Business Development

To: City Council
From: Laura Soper
Subject: Enterprise Zone Eligibility – Delmarva Veteran Builders
Date: December 28, 2018

Attached is a copy of the application requesting Enterprise Zone designation for Delmarva Veteran Builders that I received from Heather Welch. 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 Delmarva Veteran Builders located at 212 W Main Street, 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:
Delmarva Veteran Builders, LLC

Name of Contact Person: Christopher Ecclesto

Title: President

Phone: (443)736-1584

Email: chris@delmarvaveteranbuilders.com

Mailing Address: P.O. Box 621, Salisbury MD 21803

Section B: Enterprise Zone Property Information

Enterprise Zone Property Address: 212 W. Main St., Suite #400, Salisbury MD 21801

Property Tax Account Number: 09-040358

Property Ownership: State of MD to the Use of University System of MD

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: Delmarva Veteran Builders, LLC

Mailing address of property owner: P.O. Box 621. Salisbury MD 21803

Phone: (443)736-1584

Email Address: Chris@delmarvaveteranbuilders.com

Project Start Date: _____

Anticipated Project Completion Date: _____

Briefly describe capital improvements plans: _____

Type of Construction and Costs

Cost of building(s) & land (acquisition): \$ _____

New Construction: \$ _____

Rehabilitation: \$ _____

Cost of new machinery & equipment*: \$ _____

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

Name of Applicant: Christopher Eccleston Position/Title: President

Applicant Signature:  Date: 12/14/18

Name of Property Owner: _____ Position/Title: _____

Property Owner Signature: _____ Date: _____

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

Section D: Enterprise Zone Employment Tax Credit Information

To be eligible of Enterprise Zone employment tax credits, please complete the following section. Employment tax credits to be applied against State income tax liabilities are available for certain new employees hired in the Enterprise Zone. The requirements for qualified employees can be found on Maryland Department of Commerce Website: <http://commerce.maryland.gov/fund/programs-for-businesses/enterprise-zone-tax-credit>. If you are not applying for the employment tax credit, this section may be left blank.

Federal Employer Identification Number (EFIN): 45-5463232

Unemployment Insurance #: _____ NAICS Code (if available): _____

Type of Business (i.e., restaurant, retail, financial services, etc.): Construction Management/General Contractor

Is business located in the Enterprise Zone now? Yes X No _____

If yes, since what year: 2013

Is the business relocation from another place? Yes _____ No X

If yes, where was the previous location?: _____

Is the business a new, start-up? Yes _____ No X

Did the Enterprise Zone benefits affect your decision to locate at this address? Yes No

If yes, please explain how the Enterprise Zone benefits will assist your business. :

Number of existing employees: 20

If you are new to the Enterprise Zone, please provide the number of employees before relocating or locating in the Enterprise Zone: _____


If you were already located in the Enterprise Zone, please provide the number of employees as of date of this application in the Enterprise Zone: 20

Number of new full-time jobs to be created in the Enterprise Zone in the next 12 months: 2

Number of new part-time jobs to be created in the Enterprise Zone in the next 12 months: 1

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

Name of Applicant: Christopher Eccleston Position/Title: President

Signature:  Date: 12/14/18

Laura Soper

From: Connie Klaverweiden
Sent: Tuesday, December 18, 2018 1:05 PM
To: Laura Soper
Cc: Olga Butar
Subject: FW: Enterprise Zone App
Attachments: DOC121418-12142018154348.pdf

Laura,

The real estate taxes on the property are paid and the business personal property for Delmarva Veteran Builders is paid through the current year.

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



From: Olga Butar
Sent: Monday, December 17, 2018 12:04 PM
To: Connie Klaverweiden <cklaverweiden@salisbury.md>; Amanda Pollack <APollack@salisbury.md>
Subject: FW: Enterprise Zone App

Connie,

Could you please check Finance section of the attached Enterprise Zone application.

Amanda – please see email below from Laura and attached application. I do not think you were copied on the initial email.

Thank you,

Olga Butar
Assistant Director of Finance - Operations
City of Salisbury
125 N. Division St
Salisbury, MD 21801
Email: obutar@salisbury.md

Phone: 410-548-3110



www.salisbury.md

From: Laura Soper
Sent: Monday, December 17, 2018 11:56 AM
To: Olga Butar <obutar@salisbury.md>
Subject: FW: Enterprise Zone App

Olga & Amanda,

I received the attached Enterprise Zone application. Can you take a look and let me know the following:
(They are applying for the State Income credit for new hires at this point, so some of the I&D might not directly apply... if so – just note N/A)

I&D

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?

Thank you
Laura

From: Heather Welch [<mailto:Heather@delmarvaveteranbuilders.com>]
Sent: Friday, December 14, 2018 3:56 PM
To: Laura Soper
Subject: RE: Enterprise Zone App

Take a look now ☐

Laura Soper

From: Amanda Pollack
Sent: Tuesday, December 18, 2018 9:11 AM
To: Laura Soper
Subject: RE: Enterprise Zone App

Laura,

The existing Delmarva Veteran Builders office complies with the codes and regulations listed below under Infrastructure and Development. 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

From: Laura Soper
Sent: Monday, December 17, 2018 11:57 AM
To: Amanda Pollack
Subject: FW: Enterprise Zone App

Amanda,

I received the attached Enterprise Zone application. Can you take a look and let me know the following:
(They are applying for the State Income credit for new hires at this point, so some of the I&D might not directly apply... if so – just note N/A)

I&D

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?

Thank you

Laura

From: Heather Welch [<mailto:Heather@delmarvaveteranbuilders.com>]

Sent: Friday, December 14, 2018 3:56 PM

To: Laura Soper

Subject: RE: Enterprise Zone App

Take a look now

Merry Christmas!

(Our office will be closed for Christmas on December 24-25 and New Year's on January 1st)



HEATHER L. WELCH

a. P.O. Box 621, Salisbury MD 21803

o. 443.736.1584

[Website](#) | [Facebook](#)

From: Laura Soper <lsoper@salisbury.md>

Sent: Friday, December 14, 2018 1:38 PM

To: Heather Welch <Heather@delmarvaveteranbuilders.com>

Subject: RE: Enterprise Zone App

Hi Heather –

You can X the State Income Credit since you plan on hiring 2 or more full time employees in the near future. For the State Income credit, you will need to fill out Section D (page 5) of the application. Once you have that completed, you can send it back to me and I'll get it started!

Thanks

Laura

From: Heather Welch [<mailto:Heather@delmarvaveteranbuilders.com>]

Sent: Friday, December 14, 2018 1:33 PM

To: Laura Soper

Subject: Enterprise Zone App

Hi Laura,

Can you take a look over the attached application and let me know if anything else needs to be completed? I wasn't sure what to mark on the front as when I spoke with you I believe you said you didn't think we were applying for Tax Credit, however Chris thought we were so I left that blank for now. I can make any necessary changes just let me know, thank you!

Merry Christmas!

(Our office will be closed for Christmas on December 24-25 and New Year's on January 1st)



HEATHER L. WELCH

a. P.O. Box 621, Salisbury MD 21803

o. 443.736.1584

[Website](#) | [Facebook](#)

RESOLUTION NO.2902

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING THAT DELMARVA VETERAN BUILDERS IS ELIGIBLE TO RECEIVE ENTERPRISE ZONE INCOME TAX CREDIT BENEFITS IN CONNECTION WITH ITS BUSINESS LOCATED AT 212 W MAIN STREET, 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, Delmarva Veteran Builders meets the standards set forth in the State Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

WHEREAS, Heather Welch, representing Delmarva Veteran Builders has requested that the company be designated as eligible for Enterprise Zone benefits because of their plan to hire two or more new full-time employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland that Delmarva Veteran Builders be designated as eligible to receive the benefits of the Enterprise Zone, contingent upon the hiring of two new full-time employees at their business located at 212 W Main Street, Salisbury, MD, 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 _____, 2019.

ATTEST:

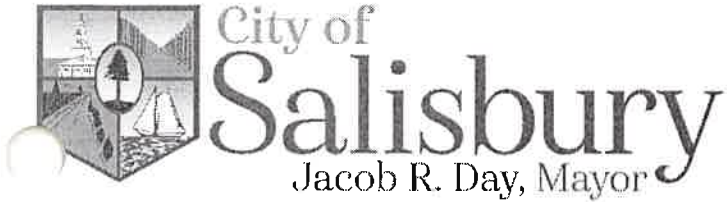
Kimberly R. Nichols
CITY CLERK

John R. Heath
PRESIDENT, City Council

APPROVED by me this

_____ day of _____ 2019.

Jacob R. Day
MAYOR, City of Salisbury



To: Julia Glanz, City Administrator

From: Keith Cordrey, Director of Finance *KC*

Date: January 2, 2019

Re: Manufacturing Exemption for equipment purchased 2017 – Clearcomm Technologies, LLC

I am recommending that Clearcomm Technologies, LLC be granted an exemption from Personal Property Tax for their equipment purchased in 2017 as requested by the Company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption for the 2017 purchases. Over the next five years they will benefit from this exemption by a total savings of \$627 for 2017 equipment purchases in personal property tax.

The exemptions will be applied to City Property Tax years 2019-2023 as shown in the schedule provided herein. Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.

City of Salisbury
Finance Department
Exemption Recommendation to City Council

Company: Clearcomm Technologies LLC
Address: 600 Beam Street

Requested By: Mark Hagemann
Date of Request: 11/2/2018

Description of Mfg.: Wireless Filter Manufacturing

Equipment Year 2017

New Equipment

\$ 7,460

Total \$ 7,460

Exemption Value	<u>City Property Tax Year</u>	<u>State Return</u>	<u>Year of Exemption</u>	<u>Deprec. Value</u>	<u>Am't of Exemption</u>
	2019	2018	1	6,714	\$ 161
	2020	2019	2	5,968	\$ 143
	2021	2020	3	5,222	\$ 125
	2022	2021	4	4,476	\$ 107
	2023	2022	5	3,730	\$ 90
Total Value of Exemption:					\$ 627

(1) The exemption credit value shown above is using rate of 2.40 per hundreded . The acutal credit to be issued will be based on rates in effect for the Tax Year the credit is issued to.

City of Salisbury



KEITH CORDREY
DIRECTOR INTERNAL SERVICES

MARYLAND

FINANCE DEPARTMENT
125 N Division Street
Salisbury, MD 21801-4940
(410) 548-3110
(410) 860-5154 (Fax)

SANDRA GREEN
ASSISTANT DIRECTOR INTERNAL SERVICES - ACCOUNTING

Exemption Application For Machinery and Equipment Used for Manufacturing/Research & Development

Business Name: PATRIOT TECHNOLOGIES dba MD Department ID#: _____
CLEARCOMM TECHNOLOGIES LLC
Mailing Address: 5108 PEGASUS CT SUITE F FREDERICK MD 21704
Contact Name: MARK HAGEMANN Phone No.: 301-695-7500

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2017.
3. Address of Manufacturing / R & D operation. 600 BEAM ST SALISBURY MD 21801
4. Date Manufacturing / R & D operation began in Salisbury. _____
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

Additional information and requirements

All exemptions require approval by the City of Salisbury Council and receipt of exemption from Wicomico County does not mean you will automatically be granted an exemption by the City of Salisbury. The exemption that is granted is for a specific year in which equipment was purchased and can be for a term up to a maximum of 5 years. Once an exemption has been granted, a copy of the personal property tax return must be sent in for each year of the exemption. To be eligible to receive the maximum exemption term of 5 years, the application must be received within two (2) years from December 31st of the calendar year in which the equipment was purchased. A separate request must be made for each year. The application can be mailed to Finance Department, 125 North Division St., Salisbury, MD 21801-4940 or faxed to (410) 860-5154.

Preparer's Signature Mark Hagemann Date 11/1/2018
Email address MHAGEMANN@PATRIOT-TECH.COM

NOTE: Show the original cost of all personal property owned and used in the State of Maryland, by year of acquisition. Please round-up any values to the nearest whole dollar amount.
 Complete Section VII for each location conducting business in Maryland at any time during the taxable year.

SECTION VII (con't) - ALL BUSINESS ENTITIES COMPLETE

F. Tools, machinery, and/or equipment used for manufacturing or research and development:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost	7,460	11,755	2,949		9,975		76,025	419,146	527,310

G. Vehicles with interchangeable Registration and/or Unregistered vehicles:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost									NONE

H. Non-farming livestock:

Book Value (\$)	Market Value (\$)

**** Before you complete I, J, or K below, please review the Special Instructions**

I. Other personal property not already identified:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost									NONE

Describe property identified above: _____

J. Property owned by others and used or held by the business as lessee or otherwise:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost									NONE

Describe property identified above: _____

K. Property owned by the business, but used or held by others as lessee or otherwise:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost									NONE

Describe property identified above: _____

SECTION VIII - ALL BUSINESS ENTITIES COMPLETE

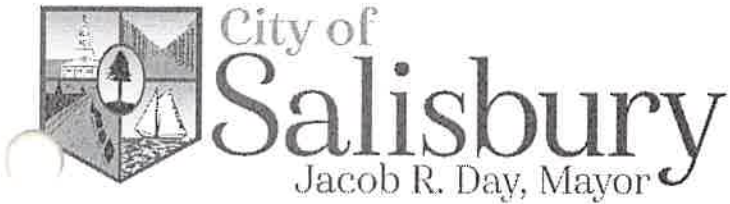
- A. Does the business own any fully depreciated and/or expensed personal property located in Maryland? Yes No
- B. If so, is that property reported in Section VII? Yes No
- C. Has the business disposed of any assets, or transferred any assets, in or out of Maryland during the prior year? Yes No



ClearComm Technologies LLC

2017 Mfg Equipment Additions

Sullair Compressor	\$5,285.94
Keysight 85032F Cal Kit	\$2,174.00
Total	\$7,459.94



To: Julia Glanz, City Administrator

From: Keith Cordrey, Director of Finance *KC*

Date: January 2, 2019

Re: Manufacturing Exemption for equipment purchased 2017 – Pepsi Bottling Ventures LLC

I am recommending that Pepsi Bottling Ventures LLC be granted an exemption from Personal Property Tax for their equipment purchased in 2017 as requested by the Company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption for the 2017 purchases. Over the next five years they will benefit from this exemption by a total savings of \$9,183 for 2017 equipment purchases in personal property tax.

The exemptions will be applied to City Property Tax years 2019-2023 as shown in the schedule provided herein. Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.

**City of Salisbury
Finance Department
Exemption Recommendation to City Council**

Company: Pepsi Bottling Ventures LLC
Address: 330 Snow Hill Road, Salisbury, MD 21804

Requested By: Jessica Collum
Date of Request: 10/30/2018

Description of Mfg.: Soft Drink Manufacturing and Distribution

Equipment Year 2017

New Equipment \$ 109,320

Total \$ 109,320

Exemption Value	<u>City Property Tax Year</u>	<u>State Return</u>	<u>Year of Exemption</u>	<u>Deprec. Value</u>	<u>Am't of Exemption</u>
	2019	2018	1	98,388	2,361
	2020	2019	2	87,456	2,099
	2021	2020	3	76,524	1,837
	2022	2021	4	65,592	1,574
	2023	2022	5	54,660	1,312

Total Value of Exemption: \$ 9,183

(1) The exemption credit value shown above is using rate of 2.40 per hundreded . The acutal credit to be issued will be based on rates in effect for the City Tax Year the credit is issued to.

(2) A Personal Property Tax return is required to be submitted to the City of Salisbury each year in order for issuance of credits related to any exemptions awarded.

City of Salisbury



KEITH CORDREY
DIRECTOR INTERNAL SERVICES

MARYLAND

FINANCE DEPARTMENT
125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110
(410) 860-5154 (Fax)

SANDRA GREEN
ASSISTANT DIRECTOR INTERNAL SERVICES - ACCOUNTING

Exemption Application For Machinery and Equipment Used for Manufacturing/Research & Development

Business Name: Pepsi Bottling Ventures LLC MD Department ID#: Z 12285409
Mailing Address: 4141 ParkLake Avenue suite 1000, Raleigh, NC 27612
Contact Name: Jessica Collum Phone No.: 919-865-2388

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2017.
3. Address of Manufacturing / R & D operation. 330 Snow Hill Rd. Salisbury, MD 21804
4. Date Manufacturing / R & D operation began in Salisbury. 9/5/2004
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

Additional information and requirements

All exemptions require approval by the City of Salisbury Council and receipt of exemption from Wicomico County does not mean you will automatically be granted an exemption by the City of Salisbury. The exemption that is granted is for a specific year in which equipment was purchased and can be for a term up to a maximum of 5 years. Once an exemption has been granted, a copy of the personal property tax return must be sent in for each year of the exemption. To be eligible to receive the maximum exemption term of 5 years, the application must be received within two (2) years from December 31st of the calendar year in which the equipment was purchased. A separate request must be made for each year. The application can be mailed to Finance Department, 125 North Division St., Salisbury, MD 21801-4940 or faxed to (410) 860-5154.

Preparer's Signature Jessica Collum Date 10/30/2018

Email address Jessica.Collum@PBVLLC.com

2018

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NOTE: Show the original cost of all personal property owned and used in the State of Maryland, by year of acquisition. Please round-up any values to the nearest whole dollar amount. Complete Section VII for each location conducting business in Maryland at any time during the taxable year.

SECTION VII (con't) - ALL BUSINESS ENTITIES COMPLETE

F. Tools, machinery, and/or equipment used for manufacturing or research and development:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost	\$ 109,320	\$ 140,453	\$ 188,598	\$ 102,115	\$ 1,202,531	\$ 730,163	\$ 181,171	\$ 4,014,571	\$ 6,678,922

G. Vehicles with Interchangeable Registration and/or Unregistered vehicles:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost									\$ 0

H. Non-farming livestock:

Book Value (\$)	Market Value (\$)

**** Before you complete I, J, or K below, please review the Special Instructions**

I. Other personal property not already identified:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost									\$ 0

Describe property identified above: _____

J. Property owned by others and used or held by the business as lessee or otherwise:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost								\$ 23,400	\$ 23,400

Describe property identified above: Twinstack Packaging, HI-Cone, CO2 equipment

K. Property owned by the business, but used or held by others as lessee or otherwise:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost									

Describe property identified above: _____

SECTION VIII - ALL BUSINESS ENTITIES COMPLETE

A. Does the business own any fully depreciated and/or expensed personal property located in Maryland?

Yes No

B. If so, is that property reported in Section VII?

Yes No

C. Has the business disposed of any assets, or transferred any assets, in or out of Maryland during the prior year?

Yes No



Address
330 SNOW HILL RD

City SALISBURY **State** MD **Jurisdiction Code** MD0100000 **Jurisdiction Descrp** Wicomico


Asset	Asset description	Capitalized on	Year	Acquisition Value	Asset Class
1102300	80 CAN SEAMER REBUILD	3/25/2017	2017	46,564.83	2000 —
1102301	80 Automatic Titration System	3/25/2017	2017	8,348.80	2000 —
10104361	YALE SINGLE FORKLIFT 17-4775	6/17/2017	2017	23,570.04	2020
10104362	YALE SINGLE FORKLIFT 17-4776	6/17/2017	2017	23,570.04	2020
1102337	80 Upgrade Bottle Ln Warmer Bed & Chain	11/4/2017	2017	25,412.76	2000 —
1102361	80 QC EQUIPMENT DMA & CARBOQC	12/30/2017	2017	28,994.00	2000 —
1400555	WALKIER-RIDER BATTERY 12-ED-125D-13	12/30/2017	2017	3,431.22	2030
1400556	WALKIER-RIDER BATTERY 12-ED-125D-13	12/30/2017	2017	3,431.22	2030
2017 Purchases				163,322.91	

2020 - Mbg = 109,320



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator

From: Keith Cordrey, Director of Finance 

Date: January 2, 2019

Re: Manufacturing Exemption for equipment purchased 2016 – TriPro Technologies Inc

I am recommending that TriPro Technologies Inc be granted an exemption from Personal Property Tax for their equipment purchased in 2016 as requested by the Company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption for the 2016 purchases. Over the next five years they will benefit from this exemption by a total savings of \$126 for 2016 equipment purchases in personal property tax.

The exemptions will be applied to City Property Tax years 2018-2022 as shown in the schedule provided herein. Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.

City of Salisbury
Finance Department
Exemption Recommendation to City Council

Company: TriPro Technologies Inc
 Address: 2020 Shipley Drive

Requested By: Olesya Taylor
 Date of Request: 11/6/2018

Description of Mfg.: Product development and manufacturing

Equipment Year 2016

New Equipment

\$ 1,500

Total \$ 1,500

Exemption Value	<u>City Property Tax Year</u>	<u>State Return</u>	<u>Year of Exemption</u>	<u>Deprec. Value</u>	<u>Am't of Exemption</u>
	2018	2017	1	1,350	\$ 32
	2019	2018	2	1,200	\$ 29
	2020	2019	3	1,050	\$ 25
	2021	2020	4	900	\$ 22
	2022	2021	5	750	\$ 18
Total Value of Exemption:					\$ 126

(1) The exemption credit value shown above is using rate of 2.40 per hundreded . The acutal credit to be issued will be based on rates in effect for the Tax Year the credit is issued to.

City of Salisbury



KEITH CORDREY
DIRECTOR INTERNAL SERVICES

MARYLAND

FINANCE DEPARTMENT

125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110
(410) 860-5154 (Fax)

SANDRA GREEN
ASSISTANT DIRECTOR INTERNAL SERVICES - ACCOUNTING

Exemption Application For Machinery and Equipment Used for Manufacturing/Research & Development

Business Name: TriPro Technologies Inc MD Department ID#: F17281908

Mailing Address: 524 Butler Pike, Mercer PA 16137

Contact Name: Glenda Corner Phone No.: 814-573-5800

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2016.
3. Address of Manufacturing / R & D operation. 2020 Shipley Drive, Salisbury MD 21804
4. Date Manufacturing / R & D operation began in Salisbury. 1/1/2016
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

Additional information and requirements

All exemptions require approval by the City of Salisbury Council and receipt of exemption from Wicomico County does not mean you will automatically be granted an exemption by the City of Salisbury. The exemption that is granted is for a specific year in which equipment was purchased and can be for a term up to a maximum of 5 years. Once an exemption has been granted, a copy of the personal property tax return must be sent in for each year of the exemption. To be eligible to receive the maximum exemption term of 5 years, the application must be received within two (2) years from December 31st of the calendar year in which the equipment was purchased. A separate request must be made for each year. The application can be mailed to Finance Department, 125 North Division St., Salisbury, MD 21801-4940 or faxed to (410) 860-5154.

Preparer's Signature Olesya Taylor, CPA Date 11/5/2018

Email address otaylor@tgmgroupllc.com

5 Tools, machinery and equipment used for manufacturing or research and development: State the original cost of the property by year of acquisition. Include all fully depreciated property and property expensed under IRS rules.

If the property is located in a taxable jurisdiction, a detailed schedule by depreciation category should be included to take advantage of higher depreciation allowances.

Table with 4 columns: Year Acquired, Original Cost, Year Acquired, Original Cost. Rows include years 2016, 2015, 2014, 2013 and 2012, 2011, 2010, 2009 & prior.

TOTAL COST \$ 143,095

6 Vehicles with Interchangeable Registration (dealer, recycler, finance company, special mobile equipment, and transporter plates) and unregistered vehicles should be reported here. See specific instructions.

Table with 4 columns: Year Acquired, Original Cost, Year Acquired, Original Cost. Rows include years 2016, 2015 and 2014, 2013 & prior.

TOTAL COST \$ 0

7 Non-farming livestock \$ (Book Value) \$ (Market Value)

8 Other personal property ... TOTAL COST \$

9 Property owned by others and used or held by the business as lessee or otherwise. . . TOTAL COST \$

10 Property owned by the business but used or held by others as lessee or otherwise. . . TOTAL COST \$

SECTION III This Section must be completed.

A. Total Gross Sales, or amount of business transacted during prior year in Maryland: \$ 149,867

B. If the business operates on a fiscal year, state beginning and ending dates: 07/012015 - 06/30/2016

C. If this is the business' first Maryland personal property return, state whether or not it succeeds an established business and give name:

D. Does the business own any fully depreciated and/or expensed personal property located in Maryland? [X] yes [] no

E. Does the submitted balance sheet or depreciation schedule reflect personal property located outside of Maryland? [X] yes [] no

F. Has the business disposed of assets or transferred assets in or out of Maryland during the prior year? [] yes [X] no

PLEASE READ "IMPORTANT REMINDERS" ON PAGE 4 BEFORE SIGNING

I declare under the penalties of perjury, pursuant to Tax-Property Article 1-201 of the Annotated Code of Maryland, that this return, including any accompanying schedules and statements, has been examined by me and to the best of my knowledge and belief is a true, correct and complete return.

NAME OF FIRM, OTHER THAN TAXPAYER, PREPARING THIS RETURN

PRINT OR TYPE NAME OF CORPORATE OFFICER OR PRINCIPAL OF OTHER ENTITY TITLE

SIGNATURE OF PREPARER DATE

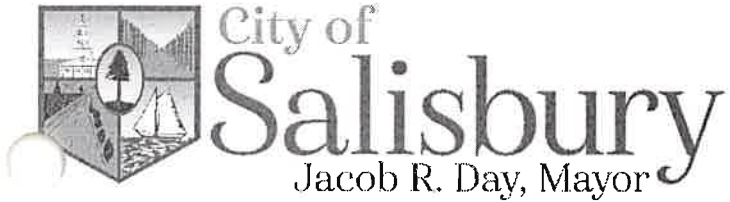
X SIGNATURE OF CORPORATE OFFICER OR PRINCIPAL DATE

PREPARER'S PHONE NUMBER E-MAIL ADDRESS

BUSINESS PHONE NUMBER E-MAIL ADDRESS

Tax Asset Detail 1/01/16 - 12/31/16

Asset Id	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
109	VISUAL ESTITRACK SOFTWARE	3/09/16	1,500.00	0.00	0.00	666.67	500.00	1,166.67	333.33	Amort	3.00
110	CNC HARDINGE VMC 1000II	7/01/16	20,000.00	0.00	0.00	2,857.14	2,448.98	5,306.12	14,693.88	200DB	7.0
Grand Total			21,500.00	0.00	0.00	3,523.81	2,948.98	6,472.79	15,027.21		



To: Julia Glanz, City Administrator

From: Keith Cordrey, Director of Finance 

Date: January 2, 2019

Re: Manufacturing Exemption for equipment purchased 2017 – TriPro Technologies Inc

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**City of Salisbury
Finance Department
Exemption Recommendation to City Council**

Company: TriPro Technologies Inc
 Address: 2020 Shipley Drive

 Requested By: Olesya Taylor
 Date of Request: 11/6/2018

 Description of Mfg.: Product development and manufacturing

 Equipment Year 2017

New Equipment

\$ 26,000

Total \$ 26,000

Exemption Value	<u>City Property Tax Year</u>	<u>State Return</u>	<u>Year of Exemption</u>	<u>Deprec. Value</u>	<u>Am't of Exemption</u>
	2019	2018	1	23,400	\$ 562
	2020	2019	2	20,800	\$ 499
	2021	2020	3	18,200	\$ 437
	2022	2021	4	15,600	\$ 374
	2023	2022	5	13,000	\$ 312
	Total Value of Exemption:				\$ 2,184

(1) The exemption credit value shown above is using rate of 2.40 per hundreded . The acutal credit to be issued will be based on rates in effect for the Tax Year the credit is issued to.

City of Salisbury



KEITH CORDREY
DIRECTOR INTERNAL SERVICES

MARYLAND

FINANCE DEPARTMENT

125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110
(410) 860-5154 (Fax)

SANDRA GREEN
ASSISTANT DIRECTOR INTERNAL SERVICES - ACCOUNTING

Exemption Application For Machinery and Equipment Used for Manufacturing/Research & Development

Business Name: TriPro Technologies Inc. MD Department ID#: F17281908

Mailing Address: 524 Butler Pike, Mercer PA 16137

Contact Name: Glenda Corner Phone No.: 814-573-5800

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2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2017.
3. Address of Manufacturing / R & D operation. 2020 Shipley Drive, Salisbury MD 21804
4. Date Manufacturing / R & D operation began in Salisbury. 1/1/2016
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

Additional information and requirements

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Preparer's Signature Olesya Taylor, CPA Date 11/5/2018

Email address otaylor@tgmgroupllc.com

PERSONAL PROPERTY TAX RETURN - Due by April 15th

STATE OF MARYLAND, DEPARTMENT OF ASSESSMENTS AND TAXATION, TAXPAYER SERVICES DIVISION
P.O. Box 17052, Baltimore, Maryland 21297-1052 • www.dat.maryland.gov • (410) 767-1170 • (888) 246-5941 within Maryland
sdat.persprop@maryland.gov

2018

Form 1

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NOTE: Show the original cost of all personal property owned and used in the State of Maryland, by year of acquisition. Please round-up any values to the nearest whole dollar amount. Complete Section VII for each location conducting business in Maryland at any time during the taxable year.

SECTION VII (con't) - ALL BUSINESS ENTITIES COMPLETE

F. Tools, machinery, and/or equipment used for manufacturing or research and development:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost	26,000	1,500	3,800		560	5,612		130,587	168,059

G. Vehicles with Interchangeable Registration and/or Unregistered vehicles:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost									NONE

H. Non-farming livestock:

Book Value (\$)	Market Value (\$)

**** Before you complete I, J, or K below, please review the Special Instructions**

I. Other personal property not already identified:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost									NONE

Describe property identified above: _____

J. Property owned by others and used or held by the business as lessee or otherwise:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost									NONE

Describe property identified above: _____

K. Property owned by the business, but used or held by others as lessee or otherwise:

Year Acquired	2017	2016	2015	2014	2013	2012	2011	2010 & Prior	Total Cost
Original Cost									NONE

Describe property identified above: _____

SECTION VIII - ALL BUSINESS ENTITIES COMPLETE

- A. Does the business own any fully depreciated and/or expensed personal property located in Maryland? Yes No
- B. If so, is that property reported in Section VII? Yes No
- C. Has the business disposed of any assets, or transferred any assets, in or out of Maryland during the prior year? Yes No



Book Asset Detail 7/01/16 - 6/30/17

Asset	dt	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
PPT type - MD: Tools, mach, equip, used for manufacturing and RD												
15		TOOLS	6/01/95	3,297.00	0.00	0.00	3,297.00	0.00	3,297.00	0.00	S/L	10.00
16		MILLING MACHINE	6/01/95	25,736.00	0.00	0.00	25,736.00	0.00	25,736.00	0.00	S/L	10.00
18		HEAD SHANK	9/08/95	663.00	0.00	0.00	663.00	0.00	663.00	0.00	S/L	10.00
20		EDM MACHINE	4/26/96	21,224.00	0.00	0.00	21,224.00	0.00	21,224.00	0.00	S/L	10.00
25		AIR COMPRESSOR	4/22/98	355.08	0.00	0.00	355.08	0.00	355.08	0.00	S/L	10.00
28		COMPARITOR LENS	8/11/97	193.53	0.00	0.00	193.53	0.00	193.53	0.00	S/L	10.00
43		CNC ACCESSORIES	6/30/01	472.15	0.00	0.00	472.15	0.00	472.15	0.00	S/L	10.00
51		CNC TOOLING EQUIPMENT	7/03/01	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00	S/L	10.00
52		TOOL HOLDERS & SURFACE PI	7/31/01	962.50	0.00	0.00	962.50	0.00	962.50	0.00	S/L	10.00
63		CNC TOOL HOLDERS	4/04/02	543.60	0.00	0.00	543.60	0.00	543.60	0.00	S/L	10.00
54	d	IMPACT WRENCH	7/11/01	168.16	0.00	0.00	168.16	0.00	168.16	0.00	S/L	10.00
55		PARTS WASHER	8/10/01	174.88	0.00	0.00	174.88	0.00	174.88	0.00	S/L	10.00
56		CNC INSTALLATION	8/09/01	1,550.00	0.00	0.00	1,550.00	0.00	1,550.00	0.00	S/L	10.00
71		SURFACE PLATES BENCHES C/	2/24/06	4,500.00	0.00	0.00	4,500.00	0.00	4,500.00	0.00	S/L	10.00
72		TOW MOTOR	3/08/06	1,300.00	0.00	0.00	1,300.00	0.00	1,300.00	0.00	S/L	10.00
73		1997 FANUC WIRE EDM	1/13/06	60,000.00	0.00	0.00	60,000.00	0.00	60,000.00	0.00	S/L	10.00
76		FANS	7/17/06	186.56	0.00	0.00	186.56	0.00	186.56	0.00	S/L	10.00
79		GRINDING FIXTURE	10/17/07	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	S/L	10.00
80		GRINDING FIXTURE	11/29/07	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	0.00	S/L	10.00
82		2 GRINDERS	4/08/08	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	S/L	10.00
83		MAGNETICS	4/08/08	395.00	0.00	0.00	395.00	0.00	395.00	0.00	S/L	10.00
84		ROLL IN SAW	9/25/08	2,140.00	0.00	0.00	2,140.00	0.00	2,140.00	0.00	S/L	10.00
94		SOLIDWORKS SOFTWARE	12/27/11	5,612.50	0.00	0.00	5,612.50	0.00	5,612.50	0.00	Amort	3.00
96		MICROSCOPE	2/19/13	560.00	0.00	0.00	385.07	56.00	441.07	118.93	S/L	10.00
101		MOLDING PRESS (BENCH)	4/21/15	2,500.00	0.00	0.00	969.39	250.00	1,219.39	1,280.61	S/L	10.00
103		BOBCAD SOFTWARE	4/27/15	1,300.00	0.00	0.00	510.50	433.33	943.83	356.17	Amort	3.00
106		COMPARITOR LENS	8/11/97	194.00	0.00	0.00	194.00	0.00	194.00	0.00	S/L	10.00
107	d	BANDSAW & ACCESSORIES	9/06/96	867.00	0.00	0.00	867.00	0.00	867.00	0.00	S/L	10.00
108		COMPARITOR	12/22/95	1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	0.00	S/L	10.00
109		VISUAL ESTITRACK SOFTWARE	3/09/16	1,500.00	0.00	0.00	250.00	500.00	750.00	750.00	Amort	3.00
110		CNC HARDINGE VMC 1000II	7/01/16	20,000.00	0.00c	0.00	0.00	2,000.00	2,000.00	18,000.00	S/L	10.00
111		TON BOY MOLDING MACHINE	3/31/17	5,400.00	0.00c	0.00	0.00	135.00	135.00	5,265.00	S/L	10.00
112		ROBOT	3/31/17	600.00	0.00c	0.00	0.00	15.00	15.00	585.00	S/L	10.00
Tools, mach, equip, used for manufacturing and RD				169,094.96	0.00c	0.00	139,349.92	3,389.33	142,739.25	26,355.71		
*Less: Dispositions and Transfers				1,035.16	0.00	0.00	1,035.16	0.00	1,035.16	0.00		
Net Tools, mach, equip, used for manufacturing and RD				168,059.80	0.00c	0.00	138,314.76	3,389.33	141,704.09	26,355.71		
Grand Total				169,094.96	0.00c	0.00	139,349.92	3,389.33	142,739.25	26,355.71		
Less: Dispositions and Transfers				1,035.16	0.00	0.00	1,035.16	0.00	1,035.16	0.00		
Net Grand Total				168,059.80	0.00c	0.00	138,314.76	3,389.33	141,704.09	26,355.71		

54 & # 107 - Disposed / Scrap

Memo

To: Amanda Pollack, Director of Infrastructure & Development

From: William T. Holland *WTH*

Date: November 7, 2018

Re: Route 13 North – Penntex 2 Annexation

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 3rd work session.



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.

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

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 10th day of December, 2018, having been duly published as

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

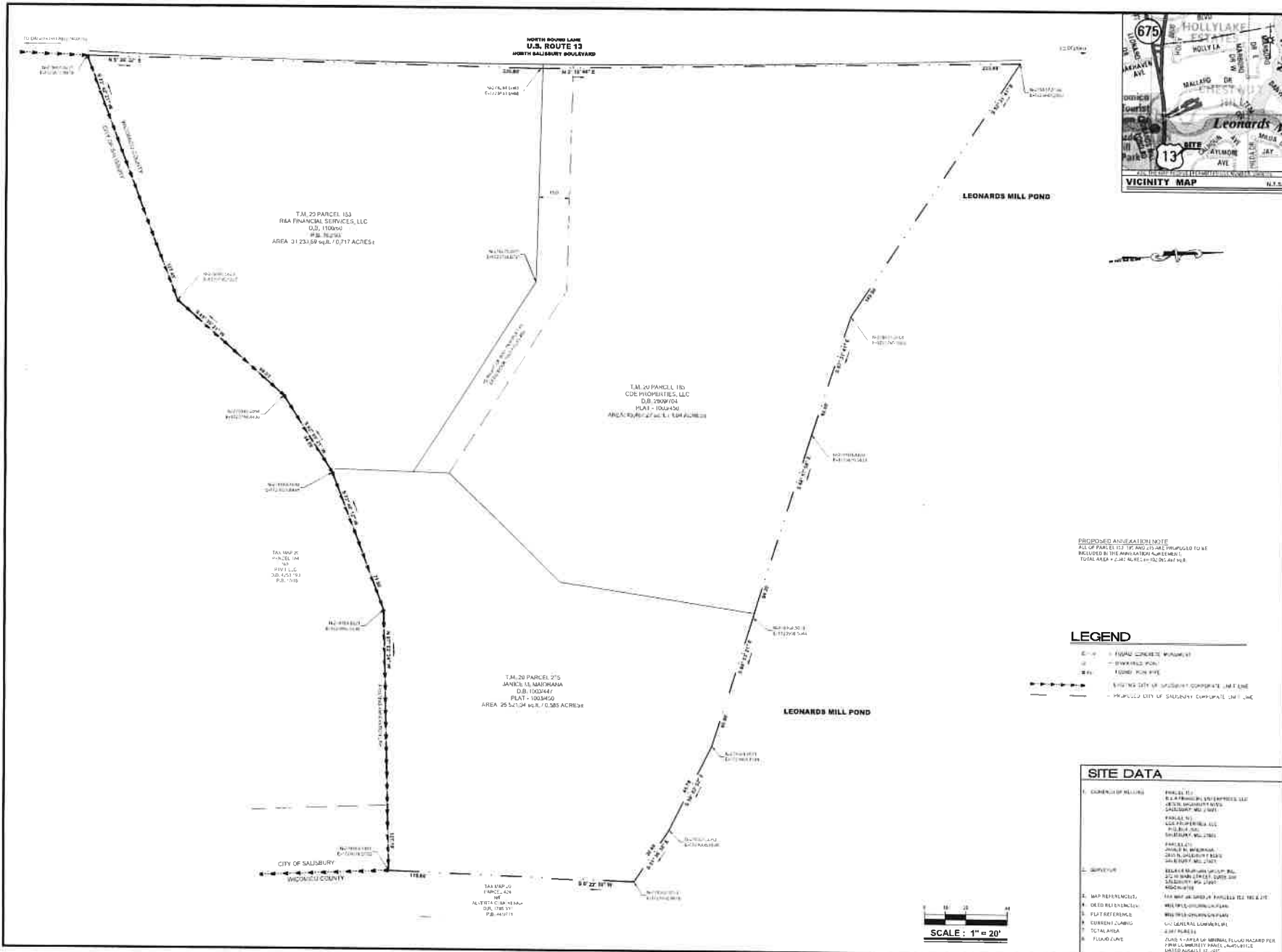
EXHIBIT A

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
 400 N. Greenleaf Ave.
 Dover, DE 19904
 Tel: 302.734.7000
 Fax: 302.734.7001
 Salisbury, MD
 121 North Iron St. Suite 401
 Salisbury, MD 21861
 Tel: 410.541.5000
 Fax: 410.541.5021
 Wilmington, NC
 22 S. Keadle Parkway, Suite 211
 Wilmington, North Carolina 28402
 Tel: 910.441.5000
 Fax: 910.441.5000
 www.beckermorgan.com

PROPOSED ANNEXATION NOTE
 ALL OF PARCELS 153, 150, AND 170 ARE PROPOSED TO BE INCLUDED IN THE ANNEXATION. PARCELS 154 AND 155 ARE NOT INCLUDED.
 TOTAL AREA: 62,476.07 ACRES / 1.402 ACRES

LEGEND

- PROPOSED CONCRETE IMPROVEMENT
- EXISTING ROAD
- EXISTING SIDEWALK
- EXISTING CITY OF SALESBURY CORPORATE LIMIT LINE
- PROPOSED CITY OF SALESBURY CORPORATE LIMIT LINE

SITE DATA

1. OWNER(S) OF PELLING	PARCEL 153: R&A FINANCIAL SERVICES, LLC PARCEL 150: CDE PROPERTIES, LLC PARCEL 170: JANICE M. MAIORANA PARCEL 154: ALBERTA D. MAIORANA
2. SURVEYOR	DELAWARE SURVEYING GROUP, INC. 222 N. MAIN STREET, SUITE 200 SALESBURY, MD 21861
3. MAP REFERENCES	180 MAP AS SHOWN IN PARCELS 153, 150 & 170 DEED RECORDS
4. DEED REFERENCES	WILMINGTON COUNTY RECORDS
5. PLAT REFERENCE	WILMINGTON COUNTY RECORDS
6. CURRENT ZONING	UNZONED
7. TOTAL AREA	62,476.07 ACRES
8. FLOOD ZONE	ZONE 1 - AREA OF MINIMAL FLOOD RISK PER PARCEL 153, 150, 170, 154, 155 UNZONED

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

PARSONS ELECTION DISTRICT
 WICOMICO COUNTY, MD
ANNEXATION EXHIBIT

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



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

Department of Infrastructure & Development
125 N. Division St., #202 Salisbury, MD 21801
410-548-3170 (fax) 410-548-3107
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 blue 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



MARYLAND

Salisbury



2010

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.

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

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 WERNAN	NAME: WILLIAM OWEN
PARKING SPACES: 139 SPACES	PHONE: 724-420-3267	PHONE: 724-420-3267

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 10th 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 10th 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.¹ 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

¹ 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.²
- (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.

² 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.

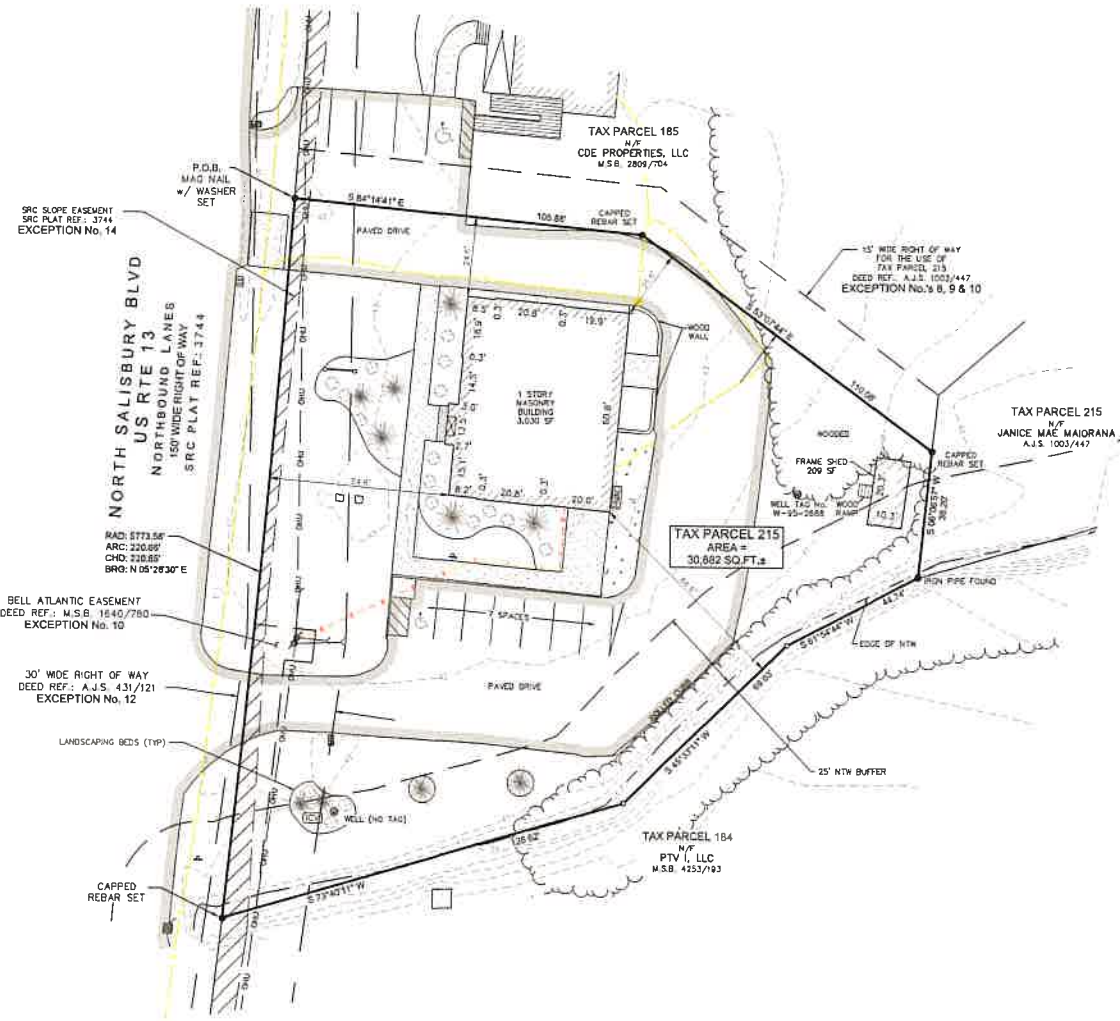
4.0. HOW DEVELOPMENT OF THE ANNEXED PROPERTY WILL RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.

- (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 FACILITIES DAMAGE PREVENTION LAW AND THE REGULATORY PERMITS ISSUED THEREUNDER. 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 2016 MINIMUM STANDARD DEGREE REQUIREMENTS FOR ALTA/NPSLS 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 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 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. 21236
 CURRENT LICENSE EXPIRES: FEBRUARY 1 / 8 / 2019



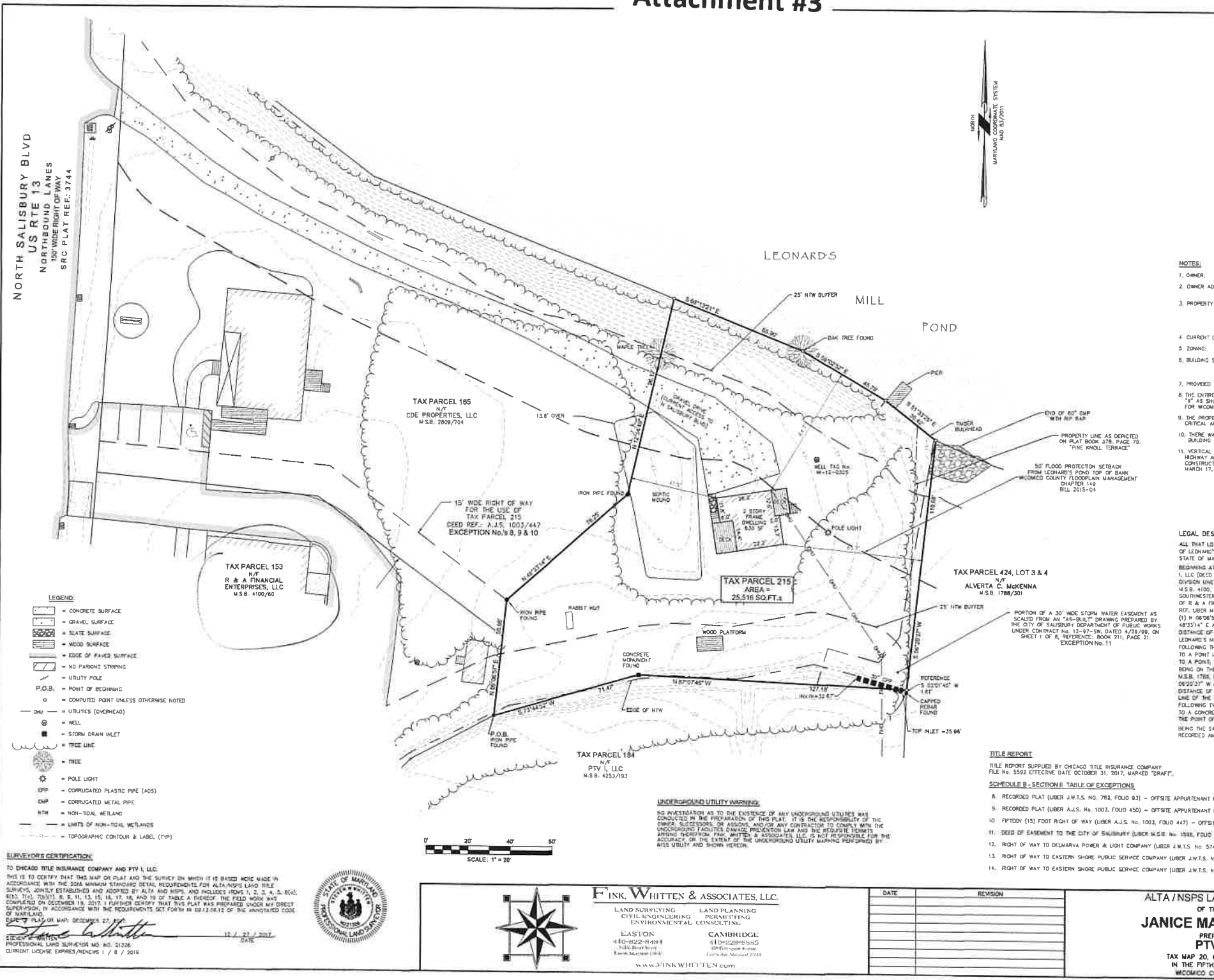
FINK, WHITTEN & ASSOCIATES, LLC.
 LAND SURVEYING LAND PLANNING
 CIVIL ENGINEERING SURVEYING
 ENVIRONMENTAL CONSULTING
 EASTON CAMBRIDGE
 410-622-4488 410-228-4485
 1000 State Street 1000 State Street
 Easton, Maryland 21829 Cambridge, Maryland 21613
 www.FINKWHITTEN.com

DATE	REVISION

ALTA / NPSLS LA
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R & A FINANCIAL
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PTV
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- NOTES:**
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TITLE REPORT
 TITLE REPORT SUPPLIED BY CHOCADO TITLE INSURANCE COMPANY, FILE NO. 5448 DATED OCTOBER 30, 2017, MARKED "DRAW".
SCHEDULE B - SECTION II TABLE OF EXCEPTIONS:
 8. PLAT ENTITLED "GEORGE W. HERRITT", DATED AUGUST 12, 1971 (LIBER J.W.T.S. N
 9. PLAT ENTITLED "PROPERTY SURVEY FOR GEORGE W. HERRITT", DATED FEBRUARY
 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. RIGHT OF WAY TO EASTERN SHORE PUBLIC SERVICE COMPANY (LIBER J.W.T.S. NO
 14. DEED AND PLAT TO STATE OF MARYLAND (LIBER I.D.T. NO. 219, FOLIO 788) - A



SURVEYOR'S CERTIFICATION:

TO CHICAGO 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 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 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 89.13 OR 12 OF THE ANNOTATED CODE OF MARYLAND.

DATE OF PLAT OR MAP: DECEMBER 27, 2017

Janice M. PTV

PROFESSIONAL LAND SURVEYOR NO. 21238
CURRENT LICENSE EXPIRES: FIVE (5) / 8 / 2019



FINK, WHITTEN & ASSOCIATES, LLC.

LAND SURVEYING CIVIL ENGINEERING ENVIRONMENTAL CONSULTING

LAND PLANNING PERMITTING ENVIRONMENTAL CONSULTING

EASTON 410-822-8484
FIVE BAY DRIVE
EASTON, MARYLAND 21828

CAMBRIDGE 410-528-8545
3800 ROUTE 4
CAMBRIDGE, MARYLAND 21613

WWW.FINKWHITTEN.COM

DATE	REVISION

ALTA/NSPS LAND TITLE SURVEY OF THE JANICE MCKENNA PREPARED BY PTV TAX MAP NO. 20, 21 IN THE FIFTH 1/4 SECTION 10, TOWNSHIP 10 NORTH, RANGE 10 WEST, WICOMICO COUNTY, MARYLAND

**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 (3rd) 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

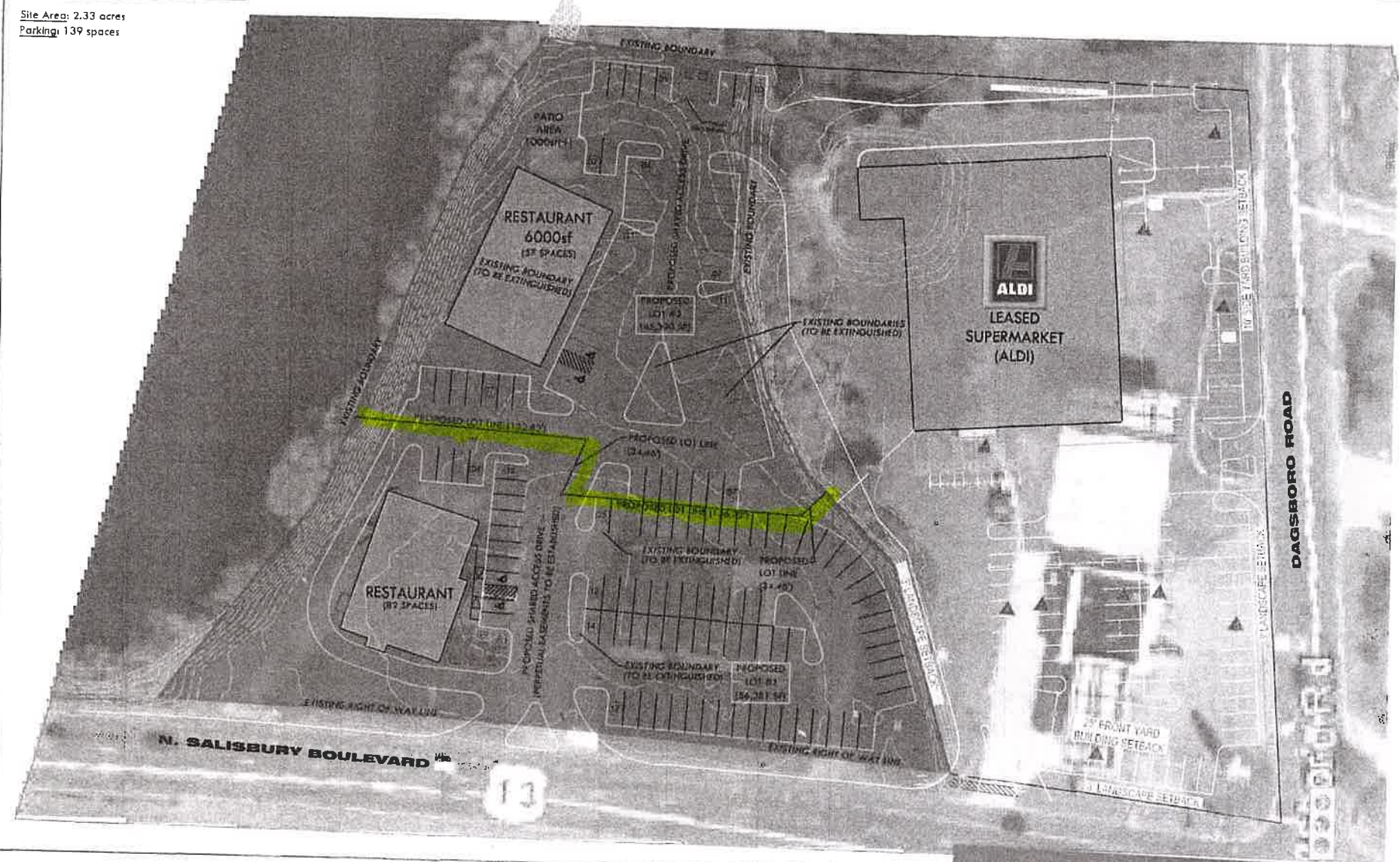
I hereby certify that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

Michael P. Sullivan, Esq.

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



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 26th 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

To: Julia Glanz, City Administrator
From: Andy Kitzrow, Deputy City Administrator
Date: November 28, 2018
Re: Resolution – 500 Riverside Drive MOU for soils

Attached is a Memorandum of Understanding between the City and the developers of 500 Riverside Drive for the City to provide excess soil to the developers. A soil stockpile was created from the construction at the Wastewater Treatment Plant. The soil is not needed at the WWTP. The soil would provide benefit to the development of 500 Riverside Drive since significant fill is needed to raise the site. Since the City seeks to encourage development and redevelopment in the Central Business District, the Riverfront Redevelopment Area and the Enterprise Zone, we recommended providing excess fill to the developers of 500 Riverside Drive per the terms of the MOU.

The soil stockpile may also be used by the City for our own purposes. Any soil remaining could be offered to other developers and projects as appropriate.

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

1 RESOLUTION NO. 2903

2
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING
4 THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OWNER OF 500
5 RIVERSIDE DRIVE TO ALLOW THE OWNER TO USE SOIL LOCATED AT THE CITY'S
6 WASTEWATER TREATMENT PLANT.

7
8 WHEREAS, the City seeks to encourage development and redevelopment in the Central
9 Business District, the Riverfront Redevelopment Area and the Enterprise Zone; and

10
11 WHEREAS, 500 Riverside Drive is located in these areas and is currently undeveloped;
12 and

13
14 WHEREAS, the purpose of this agreement is to share resources to assist in the
15 development of this parcel; and

16
17 WHEREAS, this parcel requires a considerable amount of soil in order to construct any
18 buildings; and

19
20 WHEREAS, the City has excess stockpiled soil at the Wastewater Treatment Plant; and

21
22 WHEREAS, the City desires to enter into the attached Memorandum of Understanding to
23 specify the requirements for the owner/developer to have access to the City's stockpiled soil.

24
25 NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY
26 OF SALISBURY, MARYLAND, that the Mayor is authorized to sign and enter into the attached
27 Memorandum of Understanding with the Owner of 500 Riverside Drive.

28
29 THIS RESOLUTION was duly passed at a meeting of the Council of the City of
30 Salisbury held on _____, 2019, and is to become effective immediately upon
31 adoption.

32
33
34 ATTEST:

35
36 _____
37 Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

38
39
40 APPROVED BY ME THIS:

41
42 _____ day of _____, 2019

43
44 _____
45 Jacob R. Day, Mayor
46

AGREEMENT

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AN AGREEMENT BETWEEN THE "PARTIES"; THE OWNER OF 500 RIVERSIDE DRIVE,
"DEVELOPER", AND THE CITY OF SALISBURY, "CITY";

WHEREAS, CITY seeks to encourage development and redevelopment in the Central Business District,
the Riverfront Redevelopment Area and the Enterprise Zone; and

WHEREAS, to support the redevelopment of said areas, CITY has made available soil located at the
Wastewater Treatment Plant at no charge to be used exclusively at the property described herein as 500
Riverside Drive in Salisbury, Maryland.

NOW, THEREFORE, DEVELOPER agrees to all of the provisions set forth herein for use of the soil.

DEVELOPER will load on site, and transport the soil to be used exclusively at the property described
herein.

DEVELOPER will utilize his own equipment to load and transport the soil.

DEVELOPER may leave equipment at the WWTP at his own risk.

DEVELOPER may access the soil stockpile at the WWTP between the hours of 8 am and 3 pm on
weekdays only.

DEVELOPER will adhere to all regulations governing sediment and erosion control measures.

DEVELOPER will begin soil pickup no later than April 1, 2019, will check-in each day with City personnel
at the gate, and will record each load removed and the amount of soil removed.

DEVELOPER will complete soil transport and commence site work no later than July 1, 2019.

DEVELOPER will obtain a certificate of occupancy no later than September 30, 2020.

Failure to meet the prescribed timeline may result in a charge for the soil at a cost of \$65 per square
yard, payable to the City of Salisbury no later than 30 days after missing any one or more of the
deadlines.

DEVELOPER takes and accepts all soil "AS IS." CITY makes no warranty, guaranty or representation of
any kind, expressed or implied, as to the merchantability or fitness for any purpose of the soil provided,
including any environmental representations or guarantees of any kind that the soil is adequate for
DEVELOPER'S needs. DEVELOPER is not entitled to any payment for any losses or damages tied in any
way to the soil.

DEVELOPER shall indemnify, defend and save harmless CITY and its officers, employees and agents from
and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines,
penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way

32 connected with any injury to any person or damage to any property or any loss to CITY or third parties
33 occasioned in any way with the soil, including by hazardous substances originating or tied to the soil or
34 its use by DEVELOPER. This indemnity specifically includes the obligation of DEVELOPER to perform any
35 remedial or other activities required or ordered by any properly empowered government official, or
36 otherwise reasonably necessary to avoid injury or liability to any person or to prevent the spread of
37 pollution, originating thereon. DEVELOPER shall perform all such work in its own name in accordance
38 with applicable law, as herein defined.

39 The PARTIES may terminate this agreement at any time by providing written notice of said termination.

40 If terminated by DEVELOPER, DEVELOPER will pay City for all soils removed.

41 NOW, THEREFORE, BE IT RESOLVED that the PARTIES agree to the above provisions of Memorandum of
42 Understanding.

43

44 ATTEST:

45 500 Riverside Drive

City of Salisbury

46

47

48 Imad Abu Ahmedah

Date

Jacob R. Day
Mayor

Date

49

50



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: December 27, 2018
Re: Resolution – Goddard Parkway property line adjustment

Attached is an email from Ed Beauchamp dated December 3, 2018 which requests consideration for a property line adjustment to correct an encroachment of one of his buildings onto a City property. The City property is located at 2448 Goddard Parkway and is the shooting range for the Salisbury Police Department. The draft resubdivision plat is also attached.

Attached is a Resolution for consideration to adjust the property line through a land swap which would not negatively impact either property owner. Unless you or the Mayor has further questions, please forward a copy of this memo and the Resolution to the City Council.

Amanda Pollack

From: Ed Beauchamp <ebeauchamp046@gmail.com>
Sent: Monday, December 3, 2018 7:35 PM
To: Amanda Pollack
Subject: Re: 2440 Goddard Pkwy property, next to city shooting range

I am asking city council for approval of swapping lands to correct an encroachment discovered by a recent survey done by Parker & Associates for me. I was sub-dividing my property when we found the encroachment from a building that was built 18-20 years ago. The new survey plat has been turned in to Les Sherrill's office and they have approved it. I am hoping your office will be able to do the same.

We would like very much to have this done by the end of the year because we have some interest in the property.

Thank you

Ed Beauchamp
cell # 410-726-2296

1 RESOLUTION NO. 2904

2
3 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO ADJUST THE
4 SOUTHERN PROPERTY LINE OF CITY REAL PROPERTY PARCEL 44, TAX MAP 29,
5 LIBER 765, FOLIO 124 WHICH IS CURRENTLY BEING USED AS THE CITY SHOOTING
6 RANGE, BY EXCHANGING CERTAIN SECTIONS OF LAND WITH THE ADJACENT
7 PROPERTY OWNER NEAR GODDARD PARKWAY.

8
9 WHEREAS, the City of Salisbury owns real property, located at 2448 Goddard Parkway,
10 Salisbury, Maryland 21801, District 09, Account Number 038922, which was acquired by deed
11 dated June 29, 1972 and recorded in the Land Records of Wicomico County, Maryland in Liber
12 765, folio 124; and

13
14 WHEREAS, the property is currently being utilized as a shooting range for the City of
15 Salisbury Police Department; and

16
17 WHEREAS, the owners of real property along the Southern property line of the City of
18 Salisbury's real property has a building which encroaches on the City's property and has
19 requested a small exchange of land to adjust their property line around the building to avoid
20 having to demolish it; and

21
22 WHEREAS, the owners of the adjacent real property, located at 2440 Goddard Parkway,
23 Salisbury, Maryland 21801, District 09, Account Number 030069, which was acquired by deed
24 dated October 29, 1999 and recorded in the Land Records of Wicomico County, Maryland in
25 Liber 1716, folio 294 are Ralph E. and Brenda J. Beauchamp, 3015 Diamond Lane, Saint Cloud,
26 FL 34772; and

27
28 WHEREAS, the City of Salisbury does not object to adjusting the property lines between
29 the two parcels, which involves exchanging very small parcels of land between the affected
30 properties; and

31
32 WHEREAS, an adjustment of property lines would allow both property owners to
33 continue to use their respective properties without negative effects to both property owners; and

34
35 WHEREAS, the owners of real property requesting the lot line adjustment shall be
36 responsible for all costs associated with preparing the necessary paperwork and all charges
37 connected to the property line adjustment filing and recording; and

38
39 WHEREAS, all drafted paperwork shall be approved by the City Solicitor before being
40 signed by the Mayor.

41
42 NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury,
43 Maryland does hereby agree to adjust the Southern property line of its real property located at
44 2448 Goddard Parkway, Salisbury, Maryland 21801 by exchanging small sections of land with
45 the adjacent property owner of 2440 Goddard Parkway, Salisbury, Maryland 21801 as shown on

46 the attached Plat entitled "Subdivision and Resubdivision of the Lands of Ralph & Brenda J.
47 Beauchamp & The City of Salisbury" dated 01/10/2018 last revised 11/29/2018.

48
49 AND BE IT FURTHER RESOLVED that all paperwork prepared by the adjacent owner
50 to effectuate the property line adjustments between the two respective property owners shall be
51 approved by the City Solicitor before being signed by the Mayor or his designated representative
52 who shall hereby be authorized to further negotiate, execute and deliver all documents on behalf
53 of the City of Salisbury in connection with the property line adjustment and to take any action
54 which is necessary to consummate the transactions described herein.

55
56 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
57 of the Council of the City of Salisbury held on this ____ day of _____, 2019 and is to
58 become effective immediately upon adoption.

59
60 ATTEST:

61
62
63
64 _____
65 Kimberly R. Nichols, City Clerk
66 _____
67 John R. Heath, City Council President

68 APPROVED by me this _____ day of _____, 2019

69
70 _____
71 Jacob R. Day, Mayor



VICINITY MAP SCALE: 1" = 2000'

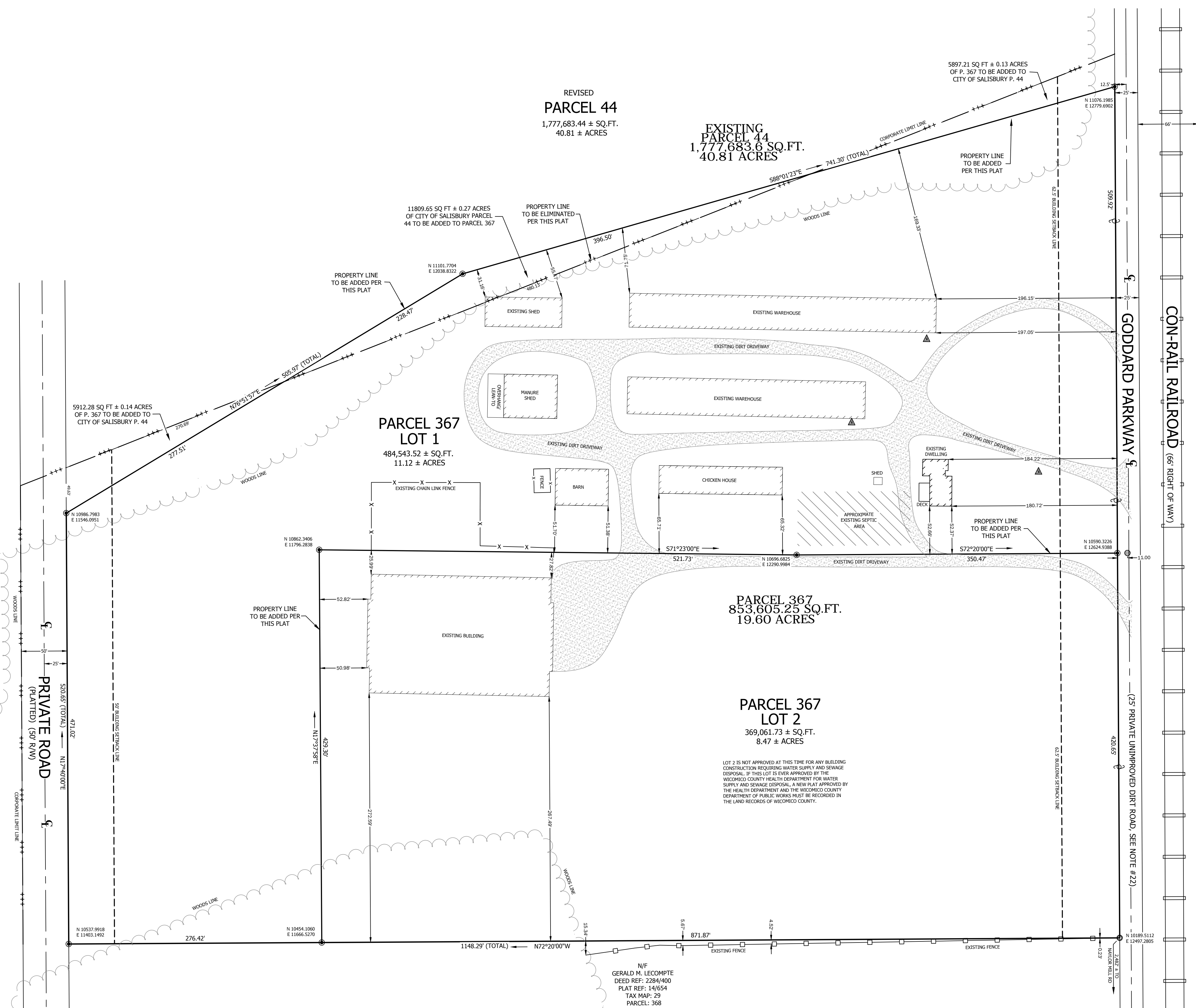
WICOMICO COUNTY FOREST CONSERVATION ACT
 THIS SUBDIVISION IS BOUND BY THE AGREEMENTS AS SET FORTH IN FCA# 2018-10, ON FILE IN THE PLANNING OFFICE.
 PLANNING DIRECTOR _____ DATE _____

FINAL PLAT APPROVAL CERTIFIES THAT THIS SUBDIVISION HAS BEEN REVIEWED FOR STORMWATER DRAINAGE AFFECTING ONLY STREETS AND PUBLIC AREAS WITHIN ITS OWN BOUNDARIES, NOT INDIVIDUAL LOTS.
 WICOMICO COUNTY DEPARTMENT OF PUBLIC WORKS _____ DATE _____
 WICOMICO COUNTY PLANNING & ZONING _____ DATE _____
 CITY OF SALISBURY OWNER _____ DATE _____
 C/O MAYOR JACOB DAY

THIS SUBDIVISION IS APPROVED IN CONFORMANCE WITH THE WICOMICO COUNTY COMPREHENSIVE WATER AND SEWERAGE PLAN. LOT 1 EXISTING WELL AND SEWERAGE SYSTEM WERE NOT EVALUATED FOR QUALITY FOR THE PURPOSE OF THIS PLAT. LOT 2 IS NOT APPROVED FOR BUILDING AT THIS TIME.
 WICOMICO COUNTY HEALTH DEPARTMENT _____ DATE _____

WE CERTIFY THAT THE REQUIREMENTS OF 'REAL PROPERTY SECTION 3-108 OF THE ANNOTATED CODE OF MARYLAND, LATEST EDITION, AS FAR AS IT CONCERNS THE MAKING OF THIS PLAT AND THE SETTING OF THE MONUMENTS HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE.
 BROCK E. PARKER REGISTERED PROFESSIONAL LAND SURVEYOR DATE _____
 LIC. #21193 RENEWAL DATE 07/24/2020
 RALPH E. BEAUCHAMP OWNER DATE _____
 BRENDA J. BEAUCHAMP OWNER DATE _____

HAMPSHIRE ROAD

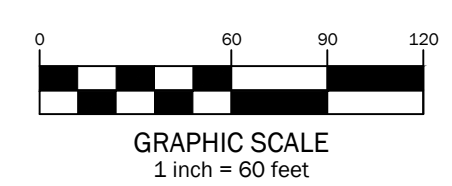


- GENERAL NOTES**
- THE PROPERTIES SHOWN HEREON ARE CURRENTLY OWNED BY:
 RALPH E. & BRENDA J. BEAUCHAMP
 3015 DIAMOND LANE 2440 GODDARD PWY
 SAINT CLOUD, FL 34772 SALISBURY, MD 21801
 PARCEL 367
 CITY OF SALISBURY PREMISE ADDRESS:
 125 N DIVISION STREET 2448 GODDARD PWY
 SALISBURY, MD 21801 SALISBURY, MD 21801
 PARCEL 44
 - DEED REFERENCE: PARCEL 367 = 1716/294, PARCEL 44 = 785/124
 - PLAT REFERENCE: PARCEL 367 = 14/654
 - THE PRESENT ZONING OF THESE PROPERTIES ARE PARCEL 367 = I-2, (HEAVY INDUSTRIAL) (WICOMICO COUNTY) PARCEL 44 = CONSERVATION DISTRICT (CITY OF SALISBURY)
 - TOTAL NUMBER OF PARCELS = 2
 - TOTAL AREA OF PARCELS = 60.41 ± ACRES / 2,631,288.69 ± SQ.FT. AREA OF PARCEL 367 = 19.60 ± ACRES / 853,605.25 ± SQ.FT. AREA OF PARCEL 44 = 40.81 ± ACRES / 1,777,683.44 ± SQ.FT.
 - TOTAL AREA OF PARCEL 367 = 19.60 ± ACRES / 853,605.25 ± SQ.FT.
 - TOTAL NUMBER OF PROPOSED LOTS ON PARCEL 367 = 2
 - AREA OF PROPOSED LOTS: LOT 1 = 10.85 ± ACRES / LOT 2 = 8.47 ± ACRES.
 - THESE PROPERTIES ARE LOCATED WITHIN G.P.R. MANAGEMENT ZONE A.
 - MAXIMUM TRENCH DEPTH RESTRICTION APPLIES TO DEPTH FROM ORIGINAL UNDISTURBED GRADE.
 - NO PERMANENT BUILDING OR STRUCTURE SHALL BE PERMITTED WITHIN THE AREA DESIGNATED AS SEWAGE DISPOSAL AREA AS SHOWN ON THIS PLAT.
 - THE SEWAGE DISPOSAL AREA(S) SHOWN ON THIS PLAT ARE NOT TO BE IMPACTED DURING ANY PHASE OF CONSTRUCTION, GRADING OR STORM WATER MANAGEMENT ACTIVITIES, OTHERWISE THE SITE MAY BE DEEMED NOT BUILDABLE.
 - EACH SEWAGE / RESERVE AREA SHALL REMAIN EXCLUSIVE OF STRUCTURES, EASEMENTS, RIGHT OF WAYS AND DRIVEWAYS. UTILITIES ARE TO BE LOCATED OUTSIDE OF THE SEWAGE DISPOSAL AREAS.
 - ALL FOUNDATIONS MUST BE A MINIMUM OF 10' FROM SEWAGE RESERVE AREAS AND 30' FROM POTABLE WELL.
 - SEWAGE SYSTEM DESIGNS ARE BASED ON UNDISTURBED GRADES WHICH WERE OBSERVED DURING THE LAND EVALUATION.
 - SEWAGE SYSTEM DESIGNS ARE BASED ON RESIDENTIAL USE. OTHER USES MAY REDUCE THE APPROVED FLOW.
 - CHANGES IN HYDROLOGY OR DRAINAGE (FILLING, RELOCATING, ETC OF DITCHES) MAY VOID APPROVALS.
 - THE APPROVAL OF THE WICOMICO COUNTY DEPARTMENT OF PUBLIC WORKS DOES NOT RELIEVE THE APPLICANT OF THE RESPONSIBILITY TO COMPLY WITH ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.
 - NO BUILDINGS OR STRUCTURES SHALL BE LOCATED WITHIN THIRTY FEET OF DESIGNATED WELL SITE(S).
 - SEWAGE DISPOSAL AREA EXCLUSIVE OF EASEMENTS, RIGHT-OF-WAYS, BUILDINGS, AND DRIVEWAYS.
 - A 25' WIDE STRIP ALONG GODDARD PARKWAY IS AN UNIMPROVED PRIVATE ROAD THAT IS CURRENTLY MAINTAINED BY THE CITY OF SALISBURY. THERE IS NO MAINTENANCE AGREEMENT WITH THE CITY OF SALISBURY.
 - THESE PROPERTIES ARE SHOWN ON F.I.R.M. COMMUNITY PANEL # 2404500112E (PANEL 112 OF 375), DATED 8/17/2015, AS BEING IN FLOOD ZONE "X" AREA OF MINIMAL FLOODING.
 - THE FOLLOWING NOTE IS A STANDARD NOTE REQUIRED BY THE WICOMICO COUNTY DEPARTMENT OF PUBLIC WORKS ON ALL SUBDIVISION PLATS: THESE LOTS MAY BE SUSCEPTIBLE TO PERIODIC LOCALIZED STORM WATER DRAINAGE PROBLEMS. LOT OWNERS ARE ENCOURAGED TO PREPARE THE SITE AND CONSTRUCT STRUCTURES SO AS TO MINIMIZE THE IMPACT OF THESE POTENTIAL STORM WATER DRAINAGE PROBLEMS.
 - THE CURRENT WICOMICO COUNTY WATER/SEWER PLAN SERVICE CATEGORY W-6/ S-6.
 - THIS SUBDIVISION PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHT-OF-WAYS THAT MIGHT BE REVEALED BY A THROUGH TITLE SEARCH.
 - ALL COORDINATES SHOWN HEREON THIS PLAT ARE BASED ON ASSUMED DATUM.
 - ALL FUTURE CONSTRUCTION SHALL CONFORM TO THE WICOMICO COUNTY CODE IN EFFECT AT THE TIME OF CONSTRUCTION.

LOT AREA TABULATION CHART

EXISTING PARCEL #	EXISTING PARCEL AREA	NEW LOT 1 AREA	NEW LOT 2 AREA	REVISED PARCEL AREA
PARCEL 367	19.60 ± ACRES	11.13 ± ACRES	8.47 ± ACRES	19.60 ± ACRES
PARCEL 44	40.81 ± ACRES			40.81 ± ACRES

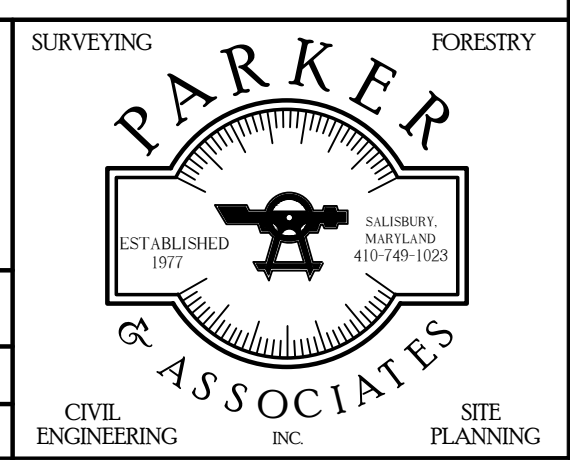
PURPOSE STATEMENT
 THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE EXISTING PARCEL 367 INTO TWO SEPARATE LOTS KNOWN AS LOT 1 & LOT 2. ALSO TO RESUBDIVIDE THE SHARED PROPERTY LINE OF PARCEL 367 AND PARCEL 44.



REVISIONS

DATE	BY
06/04/2018	S.C.B.
08/16/2018	MAM
10/18/2018	CPS
11/07/2018	CPS
11/29/2018	CPS

SUBDIVISION & RESUBDIVISION OF THE LANDS OF RALPH & BRENDA J. BEAUCHAMP & THE CITY OF SALISBURY
 LOCATION: SALISBURY ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND
 SCALE: 1" = 60' DATE: 01/10/2018 TAX MAP: 29
 DWG: S1638_SUBDIVISION JOB NO.: S1638 DRAWN BY: SCB PARCEL: 367





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

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
48

49 **THE ABOVE ORDINANCE** was introduced at a meeting of the City Council on the
50 10th day of December, 2018, and thereafter, a statement of the substance of the ordinance having
51 been published as required by law, in the meantime, was finally passed at a Public Hearing on
52 the ___ day of _____, 2019 and is to become effective on _____, 2019.
53

54
55 **ATTEST:**
56

57
58
59 _____
60 Kimberly R. Nichols
61 City Clerk
62

John R. Heath, President
Salisbury City Council

63
64
65 Approved by me this
66
67 _____ day of _____, 2019.
68

69
70
71 _____
72 Jacob R. Day
73 Mayor of the City of Salisbury

ORDINANCE NO. 2515

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3
4 AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND APPROVING A
5 BUDGET AMENDMENT OF THE GRANT FUND AND GENERAL FUND TO
6 APPROPRIATE FUNDS FROM THE UNITED STATES DEPARTMENT OF HOMELAND
7 SECURITY, STAFFING FOR ADEQUATE FIRE & EMERGENCY RESPONSE (SAFER)
8 GRANTS PROGRAM, FOR THE HIRING OF ADDITIONAL FIREFIGHTING PERSONNEL
9 TO BE USED BY THE FIRE DEPARTMENT IN THE PROTECTION AND DELIVERY OF
10 EMERGENCY SERVICES TO THE CITIZENS OF THE SALISBURY FIRE DISTRICT.
11

12 WHEREAS, the Fire Department has the need to hire additional personnel who would
13 enhance operational efficiency and effectiveness; and
14

15 WHEREAS, the Fire Department made application for grant funds for this purpose from
16 a program administered by the United States Department of Homeland Security (DHS) under the
17 Staffing for Adequate Fire & Emergency Response (S.A.F.E.R.) grants program, designed to
18 provide funding directly to fire departments to help increase the number of trained, "front-line"
19 firefighters available in their communities; and
20

21 WHEREAS, this grant will assist in offsetting the effects of the current and ongoing
22 economic conditions; and
23

24 WHEREAS, the Fire Department has been offered a grant award in the amount of
25 \$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
26 12 additional personnel for a period of three years; and
27

28 WHEREAS, the grant will pay for 75 percent of salary and benefits for each of the
29 additional firefighters in the first and second year of the grant and 35 percent of salary and
30 benefits in the third year of the grant; and
31

32 WHEREAS, the City of Salisbury must agree to the terms of the documents in the Award
33 Package, attached as Exhibit A; and
34

35 WHEREAS, § 7-29 of the Salisbury City Charter forbids contracts requiring an
36 expenditure in excess of the amount appropriated for that general classification or expenditure,
37 and forbids any office, department, or agency from expending funds not appropriated; and
38

39 WHEREAS, the total amount of the grant funds estimated to be received over three years
40 is \$1,527,739, and the grant requires matching funds from the City General Fund in the estimated
41 amount of \$949,674; and
42

43 WHEREAS, this amendment is intended to appropriate the first year grant match amount
44 of \$206,451 in FY19; and
45

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

Fund	Account	Grant/Project	Amount
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 10th day of December, 2018, and thereafter, a statement of the substance of
66 the Ordinance having been published as required by law, was finally passed by the Council on
67 the ____ day of _____, 2019.
68

69
70 ATTEST:
71

72
73 _____
74 Kimberly R. Nichols
75 CITY CLERK
76

73 _____
74 John R. Heath
75 PRESIDENT, City Council
76

77
78 APPROVED BY ME THIS ____ day of _____, 2019
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

[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](#)

Award Package



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.

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 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 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.
- 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 amendment to Comptroller General Decision B-138942.
Article XXV.	Hotel and Motel Fire Safety Act of 1990	In accordance with Section 6 of the <i>Hotel and Motel Fire Safety Act of 1990</i> , 15 U.S.C. § 2225a , 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, 15 U.S.C. § 2225 .
Article XXVI.	Limited English Proficiency (Civil Rights Act of 1964, Title VI)	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 https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article XXVII.	Lobbying Prohibitions	All recipients must comply with 31 U.S.C. § 1352 , 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.	National Environmental Policy Act	All recipients must comply with the requirements of the National Environmental Policy Act (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.	Nondiscrimination in Matters Pertaining to Faith- Based Organizations	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.	Non-supplanting Requirement	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.	Notice of Funding Opportunity Requirements	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.	Patents and Intellectual Property Rights	Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517 , as amended, and codified in 35 U.S.C. § 200 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 37 C.F.R. Part 401 .

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-XXXX- 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

Fire Safer Grant Analysis
With Retirement

		Yr 1		Yr 2		Yr 3		Total	
Revenues									
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%
Total Revenues		825,804	100%	825,804	100%	825,804	100%	2,477,412	100%
Expenditures									
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	
Total Expenditures		825,804		825,804		825,804		2,477,412	

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 10th day of December, 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 _____, 2019.

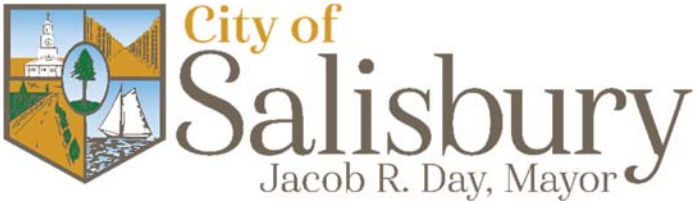
ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2019.

Jacob R. Day, Mayor



MEMORANDUM

To: The Mayor & City Council

From: Laura Soper, Director of Business Development

Subject: Main Street Improvement Grant

Date: December 12, 2018

Attached is an Ordinance to accept funding from the Maryland Department of Housing and Community Development, Main Street Improvement Grant program. This funding, in the amount of \$25,000, will be utilized to provide funding for the National Folk Festival and to fund stipends for the various coordinators associated with the Festival, their work expenses, and some office expenses for the Local National Folk Festival Manager.

The National Folk Festival uses the Arts Entertainment's non-profit status to accept donations, sponsorships, and to make payments. Since this is the case, we received written approval from DHCD to shift some of these funds to the National Folk Festival bank account c/o the Salisbury Arts and Entertainment District. The Local Manager will be required to follow all stipulations of the Grant Agreement when expending the funds and the City will need to enter into an MOU with the Arts & Entertainment District c/o the National Folk Festival to transfer these funds.

Included is the proposed MOU and Grant Agreement, which includes the proposed budget and uses.

OPERATING ASSISTANCE GRANTS PROGRAM GRANT AGREEMENT

This Grant Agreement (this "**Agreement**") entered into as of the Effective Date (as hereinafter defined), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("**DHCD**") and THE CITY OF SALISBURY (the "**Grantee**").

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grants Program (the "**Program**"). The Program includes (i) Operating and Technical Assistance Grants ("**TAG Grants**"), pursuant to Section 4-211 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and COMAR 05.11.01 et seq. and (ii) Main Street Improvement Program Grants ("**MIP Grants**"), pursuant to Section 6-102 of the Housing and Community Development Article of the Annotated Code of Maryland and COMAR 5.13.02 et seq. and DHCD's general authority to administer and implement programs, pursuant to Section 2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein as the "**Act**".

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities;

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government; and

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated July 12, 2018 (the "**Application**"), DHCD has approved an award of **Technical Assistance Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. Specific Purpose. The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in Exhibit A attached hereto (the "**Project**").
2. Grant Amount.
 - (a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Twenty Five Thousand and 00/100 Dollars (\$25,000) (the "**Grant**").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as detailed in the budget (the “**Budget**”) set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period.

(a) The Grant shall be disbursed over a one year term. The term is deemed to commence on the Effective Date (the “**Grant Period**”).

5. Expenditure Period for the Grant. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. The Grantee shall maintain complete financial records relating to the receipt and expenditure of all funds.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are and remain true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds under the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however to any special conditions set forth in Exhibit C.

(e) Disbursements of the Grant shall be made on a quarterly basis. DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each periodic disbursement request all costs for which payment is requested.

(f) DHCD may make disbursements of the Grant more frequently than quarterly if DHCD, in its sole discretion, determines that a disbursement would materially benefit the Project and help the Grantee accomplish the Project Activities.

(g) DHCD reserves the right not to disburse all or any portion of the Grant if in the sole discretion of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total

amount of the Grant; (iii) Grantee is in default under this Agreement; or (iv) the Project is not performing to the satisfaction of DHCD.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities and matching source of funds set forth in the Budget; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD in its sole discretion may:

- (i) Reduce or withhold payment in response to Grantee's next disbursement request;
- (ii) Demand repayment from Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports; Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 5 years following termination of this Agreement.

(b) Quarterly Progress Reports. Grantee shall provide DHCD with quarterly progress reports on each of January 1, April 1, July 1, and October 1, in a form to be provided by DHCD, which shall contain information about the progress of the Grantee in relation to the Project, and Grantee's organizational goals, problems encountered, expenditures made against the Budget, and a projection of revenues required for the next quarter, including a disbursement request, if applicable. Grantee shall ensure that each quarterly progress report is received by DHCD within 10 working days of the close of the quarterly period.

(c) Final Report. Within 45 days after the expiration of the Grant Period, the Grantee shall submit to DHCD a final report (the "**Final Report**") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of the Grantee, which lists all

expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

(d) Audit. Grantee shall provide DHCD with:

(1) An annual financial statement within 30 days of the end of the fiscal year of Grantee, and

(2) Copies of any audits performed on Grantee's records by any other entities.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD or DHCD's designee if DHCD deems it necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is either a local jurisdiction, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of Maryland, is qualified to do business in the State 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 the 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) No member, officer, or employee of Grantee, or its designees or agents, no consultants, no member of the governing body of Grantee, and no other public official of Grantee who exercises or has exercised any functions or responsibilities over the Project shall have or obtain a personal or financial interest or benefit from the activities under the Project, or have an interest in any contract, subcontract, or agreement with respect herewith;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) 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 to accomplish the Project Activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, state, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State of Maryland with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit other to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. § 501 (c) (3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, state, or local government agency for alleged violation of laws of regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws 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) Title 20 of the State Government Articles, Annotated Code of Maryland, as amended;
- iv) DHCD's Minority Business Enterprise Program, as amended;
- v) The Governor's Executive order 01.01.1989.18 related to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;
- vi) The Fair Housing Amendments Act of 1988, as amended; and
- vii) The Americans with Disabilities Act of 1990, as amended;

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

- (ii) The physical or mental disability of a qualified individual with a disability.
- (b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement.
- (c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

(a) The Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest 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 DHCD.

(b) If Grantee is a local government, this indemnification and release is subject to the extent permitted by the laws of the State of Maryland, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the “**LGTC**”) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of DHCD’s negligence or willful misconduct or the negligence or willful misconduct of DHCD’s officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, DHCD, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD is required to disclose information about the Project to the Board of Public works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, Section 4-101 *et seq.* of the Annotated Code of Maryland (the “**PIA Act**”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the application for financial assistance; a copy of the application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA Act. Requests for disclosure of information made pursuant to the PIA Act are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from

disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA Act.

16. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. 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 DHCD shall be mailed to:

Department of Housing and Community Development
 2 North Charles Street, Suite 450
 Baltimore, Maryland 21201
 Attn: Susan Sheppard, Project Manager

(b) Communication to Grantee shall be mailed to:

City of Salisbury
 110 N. Division Street
 Salisbury, MD 21801
 Attn: Laura Soper, Director of Business Development

17. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.

20. Effective Date. This Agreement is effective as of the date of its execution by DHCD (the "**Effective Date**").

21. CONFESSION OF JUDGMENT. THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THIS AGREEMENT, AT ANY TIME, FOR THE PARTIAL OR TOTAL AMOUNT OF THE GRANT DESCRIBED HEREIN, TOGETHER WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10) PERCENT FOR THE COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON ANY EXECUTION HEREON; AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY

RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

CITY OF SALISBURY

By: _____(SEAL)

Name: _____

Title: _____

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____(SEAL)

_____, Assistant Secretary
Division of Neighborhood Revitalization

Effective Date

Approved for form
and legal sufficiency

Assistant Attorney General

Exhibit A - Description of the Project Activities

Exhibit B - Project Budget

Exhibit C - Special Conditions

EXHIBIT A

OPERATING ASSISTANCE GRANTS PROGRAM

SCOPE OF SERVICES

As more fully described in Grantee's application for funds
dated July 12, 2018

GRANTEE: City of Salisbury

PROJECT ADDRESS: 110 N. Division Street; Salisbury, MD 21801

GRANT AMOUNT: \$25,000

USE OF FUNDS: Funds will be used to support costs associated with office expenses and event coordinators and activities associated with each coordinator's responsibilities related to the 2019 National Folk Festival.

OTHER CONTRIBUTION(S)

Source of Funds

Amount

Value Derivation

EXHIBIT B
OPERATING ASSISTANCE GRANTS PROGRAM
PROJECT BUDGET

USES OF FUNDS	DHCD	TOTALS
Office Space	\$3,000	\$3,000
Office Supplies	\$2,000	\$2,000
Food Vendor Coordinator	\$4,000	\$4,000
Food Vendor Work Expenses	\$1,000	\$1,000
Marketplace Vendor Coordinator	\$3,000	\$3,000
Marketplace Vendor Work Expenses	\$1,000	\$1,000
Transportation Coordinator	\$3,000	\$3,000
Transportation Work Expenses	\$1,000	\$1,000
Volunteer Coordinators (2 @ \$2,500)	\$5,000	\$5,000
Volunteer Coordinators Work Expenses	\$2,000	\$2,000
TOTALS	\$25,000	\$25,000

EXHIBIT C

OPERATING ASSISTANCE GRANTS PROGRAM

SPECIAL CONDITIONS

1 **MEMORANDUM OF UNDERSTANDING**

2 **Second Amendment**

3 This Memorandum of Understanding (Amended) made as to this ____day of
4 _____, 2019 (the "Effective Date"), by and between the City of Salisbury ("City")
5 and The Salisbury Arts and Entertainment District, Inc., a 501(c)(3) organization ("Contractor")
6 to assist in the administration of funds for the Salisbury National Folk Festival ("NFF").

7 RECITALS

8 Whereas, the City and Contractor signed a Memorandum of Understanding on
9 _____ for administration of funds for the Salisbury National Folk Festival; and

10 Whereas, the City has received additional grant funds from the Department of Housing
11 and Community Development, a principal department of the State of Maryland ("DHCD") for
12 use in connection with the Folk Festival; and

13 Whereas, the City is authorized and desires to transfer up to \$25,000 of the DHCD's
14 grant funds for authorized expenditures identified under the DHCD grant to Contractor for
15 allowable expenditures; and

16 Whereas, Contractor accepts responsibility for financial compliance under the DHCD
17 grant terms and conditions and those contained in the signed Memorandum of Understanding
18 between the parties, including proof of and documentation of all expenditures in compliance with
19 the DHCD grant.

20 NOW, THEREFORE, in consideration of the mutual promises, recitals and agreements
21 contained herein, and for other good and valuable consideration, the _____
22 Memorandum of Understanding between the parties is amended by changing the following
23 language to Section 8.6:

24 _____, and includes the grant agreement between the City and the Department of
25 Housing and Community Development, a principal department of the State of
26 Maryland ("DHCD") dated _____ from which up to
27 ~~\$20,000~~**\$25,000** will be provided to Contractor and/or Manager for payment of
28 expenses related to the folk festival as outline in the DHCD grant to the City of
29 Salisbury. Contractor and Manager shall account for all expenses and
30 disbursements in accordance with that grant as required under the terms and
31 conditions of the grant.

32 WITNESSED BY:

THE SALISBURY ARTS AND
ENTERTAINMENT DISTRICT, INC.

33 _____
34 _____

35 Name:

Chairman

36
37

38 ATTEST:

THE CITY OF SALISBURY

39 _____

40 Name:

Jacob R. Day, Mayor

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42 _____

43 Name:

Caroline O'Hare, Local Festival Manager

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ORDINANCE NO. 2518

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD) FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$25,000, 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 2019 NATIONAL FOLK FESTIVAL.

WHEREAS, the Department of Housing & Community Development (DHCD) has an Operating Assistance Grant program; and

WHEREAS, the purpose of the grant program is to provide financial assistance in carrying out community development activities; 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 DHCD to support the 2019 National Folk Festival; and

WHEREAS, DHCD has awarded the City funds in the amount of \$25,000; and

WHEREAS, all funds shall be used to support costs associated with office expenses and event coordinators and activities associated with each coordinator's responsibilities related to the 2019 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 \$25,000 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 TAG Grant Revenue account (10500-423601-XXXXX) by \$25,000

1 2) Increase Sub-Recipient – SBY Arts & Entertainment District, Inc. account (10500-569301-
2 XXXXX) by \$25,000; 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 ____ day of _____ 2019, and thereafter, a statement of the substance of the Ordinance
9 having been published as required by law, was finally passed by the Council on the ____ day of _____,
10 2019.
11

12
13 **ATTEST:**

14
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16 _____
17 Kimberly R. Nichols, City Clerk

18 _____
19 John R. Heath, President
20 Salisbury City Council

21
22 APPROVED BY ME THIS ____ day of _____, 2019.
23
24

25 _____
26 Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

December 19, 2018

To: Julia Glanz, City Administrator
From: Anne Roane, City Planner *AR*
Date: December 19, 2018
RE: Utility Easement Agreement by and between City of Salisbury and Delmarva Power & Light Company

In connection with First Move Properties, LLC's ("First Move") redevelopment of 132 East Main St, the City of Salisbury and First Move have been working with Delmarva Power & Light Company ("Delmarva Power") with respect to the burying of existing aerial electric facilities located on City owned property.

Delmarva Power prepared the attached Utility Easement Agreement, which has been revised to more specifically describe and limit the City owned-property that will be subject to the Utility Easement granted to Delmarva Power. The Utility Easement Agreement allows Delmarva Power to install and maintain the electric equipment that will be buried underground and run through the City owned property described in Schedule A of the attached Utility Easement Agreement.

Unless you or the Mayor has further questions, please forward a copy of this memo, the Ordinance and the Utility Easement Agreement to the City Council for their consideration.

Attachment: Utility Easement Ordinance
Utility Easement Agreement between Delmarva Power & Light Company and the City of Salisbury

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ORDINANCE NO. 2519

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND GRANTING A UTILITY EASEMENT TO DELMARVA POWER & LIGHT COMPANY ACROSS CITY OWNED PROPERTY, BEING PORTIONS OF THE ALLEY-WAY LOCATED OFF OF BAPTIST STREET AND RUNNING ALONG THE NORTHERLY SIDE OF THE CITY PARKING GARAGE.

WHEREAS, the City of Salisbury owns all that real property described in Item One and Item Two, set forth in Schedule A of the Utility Easement Agreement by and between the City and Salisbury and Delmarva Power & Light Company (the “Utility Easement”), attached to this Ordinance; and

WHEREAS, the redevelopment of the property 132 East Main Street by First Move Properties, LLC necessitates the burying of existing aerial electric facilities located on the City owned property more particularly described in Item One and Item Two, set forth in Schedule A of the attached Utility Easement; and

WHEREAS, before commencing work to bury such existing aerial electric facilities, Delmarva Power & Light Company (“Delmarva Power”) has requested the City of Salisbury enter into the Utility Easement attached hereto, granting Delmarva Power the right to construct, operate and maintain the infrastructure associated with the electric facilities that will be buried by Delmarva Power in connection with First Move’s redevelopment of 132 East Main Street.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the City of Salisbury allows Delmarva Power and Light Company to construct, operate and maintain the electric facility infrastructure located on and within the real property described in Schedule A of the Utility Easement, by and between Delmarva Power & Light Company and the City of Salisbury, attached hereto, and that the Mayor is hereby authorized to execute the attached Utility Easement for and on behalf of the City of Salisbury; and

BE IT FURTHER ORDAINED as follows:

- 1) That each provision of this Ordinance shall be deemed independent of all other provisions herein;
- 2) That if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable state or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain valid and enforceable;
- 3) That the recitals set forth hereinabove are incorporated into this section of this Ordinance as if specifically set forth at length herein; and
- 4) That, upon its final passage, this Ordinance shall not be codified.

45 **BE IT FURTHER ORDAINED** that this Ordinance shall take effect from and after the
46 date of its final passage.

47
48 **THIS ORDINANCE** was introduced and read at a meeting of the Council of the City of
49 Salisbury held on _____ day of _____ 2019, and thereafter, a statement of the
50 substance of this Ordinance having been published as required by law, was finally passed by the
51 Council on the _____ day of _____ 2019.

52
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54 **ATTEST:**

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57 _____
58 Kimberly R. Nichols
59 City Clerk

John R. Heath, President
Salisbury City Council

60
61
62 Approved by me this ____ day of _____, 2019.

63
64 _____
65 Jacob R. Day
66 Mayor of the City of Salisbury

Tax Parcel No.: MAP 107 PARCEL 880

Prepared By Delmarva Power & Light Company
& Return to: Right-of-Way Department
2530 N. Salisbury Blvd.
Attn. Real Property
Salisbury, Maryland 21801

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____, _____, between CITY OF SALISBURY, A MARYLAND MUNICIPAL CORPORATION ("Grantor") and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia ("Delmarva").

WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of MARYLAND, the County of Wicomico County, as more particularly described in Schedule A, Items One and Two, attached hereto and incorporated herein by reference (the land described in Schedule A, Items One and Two, which is the subject of this Easement Agreement is hereinafter referred to collectively as the "Easement Area").

For and in consideration of the payment by Delmarva of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Delmarva a perpetual easement and right of way on, along, under and across the Easement Area and agrees as follows:

1. Delmarva shall have the right to install, operate, maintain, add to, extended, relocate and remove its ELECTRIC (X), GAS (), COMMUNICATION (), and other appropriate facilities, and accessories and appurtenances thereto to extend Delmarva's systems and to provide services to Delmarva's service areas; including any other cables, conduits, fiber optic cables and wires on, over, under and across Grantor's land which may become necessary to provide such services.
2. The facilities installed pursuant to this agreement shall remain the property of Delmarva and all maintenance, repairs and removals of said facilities shall be the responsibility of Delmarva.
3. Delmarva shall have the right to rim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Delmarva's facilities.
4. Delmarva shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Delmarva.
7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Delmarva shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Delmarva and their respective heirs, personal representatives, administrators, successors and assigns.

- 9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
- 10. Delmarva's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.
- 11. Delmarva shall restore the surface of the Grantor's property to its original condition upon completion of any said installation, operation and maintenance.

As agent on behalf Delmarva, I certify that this document was prepared by Delmarva.

Name: Antoine Horsey
Title: Engineering Fieldman

WITNESS our hands and seals the day and year aforesaid.

CORPORATE GRANTOR:

CITY OF SALISBURY

ATTEST: (AFFIX CORPORATE SEAL)

By: _____(SEAL)

Print Name

Title

Print Name

Title

AREA INTENTIONALLY LEFT BLANK

SCHEDULE A

ITEM ONE:

Beginning at Delmarva Power & Light Company ("Delmarva") Pole No. 46877/93138 located at the northeast corner of a public right-of-way and running westerly along the southern boundaries of those certain properties situate on East Main Street, Salisbury, Maryland to the north identified as Map 107 Parcel 858, continuing west to the southwest corner of that certain lot and parcel of land identified as Map Parcel 853; thence running south to a point on the northern side of that certain lot and parcel of land identified as Parcel 881 equal distance from the northwesterly most corner of said Parcel 881 that would intersect with the southerly extension of the western boundary of that certain lot and parcel of land identified as Map 107 Parcel 126 to the northwestern boundary of Parcel 881, being a distance of forty-five feet (45'), more or less, east of the northwesterly-most corner of Parcel 881; thence running along the northern boundaries of those certain lots and parcels of land to the south identified as Map 107 Parcels 881, 880, 878 and 875 to a point at the northwestern corner of Parcel 875; thence running north to the point of beginning. (For purposes of this Schedule all of that certain real property described in this Item One is referred to as the "Alley-Way.")

ITEM TWO:

Beginning at the northeast corner of that certain lot and parcel of land identified as Map 107 Parcel 880, thence running, in a southerly direction, along the eastern boundary of said Parcel 880, a distance of forty-five feet (45'), more or less; thence running west, along a line parallel to the northerly-most boundaries of said Parcel 880 and that certain lot and parcel of land identified as Map 107 Parcel 881, to a point at which said line would intersect with the extension of the western boundary line of said Parcel 881 that abuts the Alley-Way, continuing south, from the northwesterly-most corner of Parcel 881, a distance of forty-five feet (45'), more or less; thence running north, from the aforesaid point of intersection, a distance of forty-five feet (45'), more or less; thence running east along the southern boundary of the Alley-Way to the point of beginning.

STATE OR COMMONWEALTH OF

)
) SS
)

COUNTY OF

BE IT REMEMBERED, That on the _____ day of _____, _____, personally came before me, a notary public, the within name Grantor, _____, party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

My commission expires: _____

Notary Public

Notary
Seal/Stamp Here

Print Name: _____

FOR DELMARVA USE ONLY

Secured by: Antonie Horsey	Job Order Number: 6182235
Address: SALI District Engineering	District/Hundred: _____
Map Number: 107	Parcel Number: 880
Coordinates Covered: 46868/93134	

To: Andy Kitzrow
From: Tom Stevenson
Subject: Budget Amendment (Street Sweeper)
Date: November 1, 2018

The City of Salisbury projected the amount of \$225,000.00 to purchase a new street sweeper for FY19. Due to an unforeseen change in emissions control requirements (*from a Tier III engine to a Tier IV engine*) that occurred sometime between when the initial the quote was secured, verses when the vehicle was budgeted, we now face a shortfall of \$24,250.00.

To overcome this gap in funding, it is necessary to:

- 1) Increase Current Year Surplus (60800-469810) by \$24,250
- 2) Increase Street Sweeping Vehicles (60820-577025) by \$24,250

Attached please find an ordinance that will have the effect of amending the FY19 budget by the aforementioned amount.

Unless you have any questions or require additional information, please advance this request to the Mayor and Council for consideration.

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ORDINANCE NO. 2520

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND APPROVING A BUDGET AMENDMENT OF THE FY2019 STORMWATER FUND TO APPROPRIATE FUNDS FOR A NEW STREET SWEEPER.

WHEREAS, the City of Salisbury has projected the amount to purchase a new street sweeper for FY 2019; and

WHEREAS, the City of Salisbury's projection indicates that an increase of \$24,250 in FY19 appropriations is needed in account 60820-577025, Street Sweeping Vehicles, in order to meet a change in emission requirements from a Tier III engine to a Tier IV engine; 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 AND ENACTED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT THE City's Fiscal Year 2019 Storm Water Fund Budget be amended as follows:

- 1) Increase Current Year Surplus (60800-469810) by \$24,250
- 2) Increase Street Sweeping Vehicles (60820-577025) by \$24,250

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 _____, 2019.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2019.

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz
City Administrator
From: Jennifer Miller
Director of Procurement
Date: January 10, 2019
Subject: Budget Amendment Ordinance

Please find attached an FY19 Budget Amendment increasing the General Capital Project and Water Sewer Capital Project Funds via a bond issuance for the purposes of funding the Honeywell GESPC as indicated in the ordinance.

Unless you or the Mayor have need for additional information, please forward this to Council for inclusion on the January 14, 2019 Legislative Agenda.

ORDINANCE NO. 2521

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY’S GENERAL CAPITAL PROJECT FUND AND WATER SEWER CAPITAL PROJECT FUND TO APPROPRIATE FUNDING FOR HONEYWELL BUILDING SOLUTIONS ENERGY SAVINGS PROJECTS.

WHEREAS, the City has determined that improvements to the HVAC system are required at the Salisbury Police Department building; and

WHEREAS, the City has determined that an investment in the conversion of various building and street lighting to LED lighting will save the City energy costs over time; and

WHEREAS, the City has reviewed a Guaranteed Energy Savings Performance Contract proposal from Honeywell Building Solutions and has determined that entering into an agreement with them to deliver these solutions is beneficial to the City; and

WHEREAS, the City’s Capital Project budgets do not contain an appropriation sufficient to fund the award of a contract to Honeywell Building Solutions to fund the projects described in the attached Schedule B and Schedule C; 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 contract 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 Capital Project Budget be and hereby is amended so that the funds for the projects listed in Schedule B – Capital Project Fund Appropriations and Schedule C – Water Sewer Capital Project Fund Appropriations are hereby appropriated for Capital Projects.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this ____ day of _____ 2019, 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 _____, 2019.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2019.

Jacob R. Day, Mayor

Schedule B – Capital Project Fund Appropriations

Honeywell Guaranteed Energy Savings Performance Contract

Project Description	Project Amount	Funding Source				
		Bond Issuance	Grants	Donation	Transfer/Pay Go	Funds On Hand
Building Lighting and Controls (ECM 1)						
Salisbury Fire Department Station 1	26,653	26,653				
Salisbury Fire Department Station 2	925	925				
Salisbury Fire Department Station 16	119,040	119,040				
Salisbury Police Department Headquarters	128,934	128,934				
Salisbury Service Center Administration Bldg	925	925				
Salisbury Service Center Warehouse	17,328	17,328				
Salisbury Zoo	37,996	37,996				
Street Lighting	379,625	379,625				
Mechanical (ECM 2)						
Salisbury Police Department Headquarters*	387,403	387,403				
Building Management Systems (ECM 3)						
Salisbury Police Department Headquarters	183,237	183,237				
Building Envelope Improvement (ECM 4)						
Salisbury Fire Department Station 16	10,777	10,777				
Salisbury Police Department Headquarters	30,818	30,818				
Salisbury Service Center Administration Bldg	28,581	28,581				
Salisbury Service Center Traffic, Carpentry & Meter	24,631	24,631				
Salisbury Service Center Warehouse	11,104	11,104				
Total	1,387,997	1,387,977				

*An additional \$300,000 was appropriated for the Salisbury Police Department Chiller in the FY19 Budget Ordinance.

Schedule C – Water Sewer Capital Project Fund Appropriations

Honeywell Guaranteed Energy Savings Performance Contract

Project Description	Project Amount	Funding Source				
		Bond Issuance	Grants	Donation	Transfer/Pay Go	Funds On Hand
Building Lighting and Controls (ECM 1)						
Salisbury Waste Water Treatment Plant	925	925				
Salisbury Water Treatment Plant (Paleo)	28,312	28,312				
Salisbury Water Treatment Plant (Park)	5,475	5,475				
Total	34,712	34,712				



To: Andy Kitzrow, Deputy City Administrator
From: John W. Tull, Fire Chief *(JW)*
Subject: FY19 Fire Department Pay Plan Revision
Date: November 14, 2018

During the FY19 budget process, a Career Development Program was designed to provide information and guidance to employees for personal growth and career development opportunities. The objectives of a Career Development Program are:

- To recognize that each person’s contributions have value and are key to the success of the Department and City.
- To prepare and plan for the challenges and changes of the future by ensuring employees are knowledgeable and competent; thereby, increasing the Department’s ability to maintain a high level of operational excellence.
- To provide career development guidance and skills enhancement opportunities in an effort to allow every employee the opportunity to realize professional fulfillment through personal and professional growth.
- To ensure a commitment by both the employee and the Department to the development of each employee’s knowledge, skills, and abilities.

With this in mind, the Fire Department would like to make revisions to the current adopted pay plan. The proposed revisions are in title only and cause no additional monetary impact to the Adopted FY19 Fire Department’s budget.

Below is the approved pay plan with the requested position changes identified:

Current Title	Grade	Min Step 1	Mid Step 13	Max Step 30
Probationary FF/EMT	1	37,500	N/A	N/A
Probationary FF/PM	1P	42,900	N/A	N/A
FF/EMT 1	2	39,375	49,937	69,924
FF/PM 1	2P	45,045	57,128	79,993
Senior FF/EMT <i>Driver Operator/EMT</i>	3	40,556	51,435	72,022
Senior FF/PM <i>Driver Operator/PM</i>	3P	46,396	58,842	82,393
Engineer <i>Sergeant/EMT</i>	4	<u>42,584</u>	<u>54,007</u>	<u>75,623</u>
<i>Sergeant/PM</i>	<u>4P</u>	48,716	61,784	86,512
Lieutenant	5	51,639	65,491	91,703
Captain	6	54,841	69,551	97,389
Assistant Chief	7	58,131	73,724	103,232
Deputy Chief	8	61,619	78,148	109,426
Fire Chief	9	65,316	82,837	115,991



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

* **ITALICIZED AND UNDERLINED PRINT INDICATES MATERIAL ADDED TO EXISTING PAY PLAN.**

Bold and strikethrough language indicates material deleted from the existing.

If you should have any changes or concerns, please do not hesitate to contact me.

ORDINANCE NO. 2522

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE FY2019 GENERAL FUND BUDGET TO ADJUST THE SALISBURY FIRE DEPARTMENT’S PAY PLAN FOR THE PURPOSE OF RECRUITING AND RETAINING EXPERIENCED OFFICERS AND TO BE COMPETITIVE WITH AREA AGENCIES.

WHEREAS, the Salisbury Fire Department has the need to provide firefighting personnel with personal growth and career development; and

WHEREAS, a career development program provides trained and experienced firefighting personnel with skill enhancement opportunities; and

WHEREAS, this Department desires to provide every employee with the opportunity to realize professional fulfillment through personal and professional growth; and

WHEREAS, the Salisbury Fire Department needs to offer a competitive salary pay scale and career advancement program to retain experienced firefighting professionals who are committed to increasing the Department’s ability to maintain a high level of operational readiness; and

WHEREAS, an adjustment of the Fire Department’s salary pay scales would result in better recruitment and better retention of experienced firefighting professionals.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SALISBURY, MARYLAND, that the City’s Fiscal Year 2019 Adopted Fire Department’s Pay Scale be and hereby is amended as follows:

Current Title	Grade	Min Step 1	Mid Step 13	Max Step 30
Probationary FF/EMT	1	37,500	N/A	N/A
Probationary FF/PM	1P	42,900	N/A	N/A
FF/EMT 1	2	39,375	49,937	69,924
FF/PM 1	2P	45,045	57,128	79,993
Senior FF/EMT <i>Driver Operator/EMT</i>	3	40,556	51,435	72,022
Senior FF/PM <i>Driver Operator/PM</i>	3P	46,396	58,842	82,393
Engineer <i>Sergeant/EMT</i>	4	<u>42,584</u>	<u>54,007</u>	<u>75,623</u>
<i>Sergeant/PM</i>	<u>4P</u>	48,716	61,784	86,512
Lieutenant	5	51,639	65,491	91,703
Captain	6	54,841	69,551	97,389
Assistant Chief	7	58,131	73,724	103,232
Deputy Chief	8	61,619	78,148	109,426
Fire Chief	9	65,316	82,837	115,991

* ITALICIZED AND UNDERLINED PRINT INDICATES MATERIAL ADDED TO EXISTING PAY PLAN.

Bold and strikethrough language indicates material deleted from the existing.

33 AND BE IT FURTHER ORDAINED AND ENACTED BY THE CITY OF
34 SALISBURY, MARYLAND, THAT the City's Fire Department's Pay Plan be amended, and
35 this ordinance shall take effect immediately upon adoption.
36

37 THIS ORDINANCE was introduced and read at meetings of the Council of the City of
38 Salisbury held on the ____ day of _____, 2019 and, thereafter, a statement of the
39 substance of the Ordinance having been published as required by law, was finally passed by the
40 Council on the _____ day of _____, 2019.
41

42
43 ATTEST:

44
45 _____
46 Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

47
48
49 APPROVED BY ME THIS:


50
51 _____ day of _____, 2019
52
53

54
55 _____
56 Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Andy Kitzrow, Deputy City Administrator
From: John W. Tull, Fire Chief 
Subject: Municipal Code Revision Chapter 8.11 – The Fire Prevention Code
Date: November 14, 2018

Attached you will find an ordinance to amend the Salisbury Municipal Code Chapter 8.11 – The Fire Prevention Code. The ongoing application, administration and periodic review of this Code has identified several areas where revisions are needed. Below are the requested changes:

- Subsection 0.20 (5) – Clarifying open burning
- Subsection 0.20 (6) – Adding specific list of permit requirements
- Subsection 060 – Eliminating Enforcement and Assistance
- Subsection 0.60 – Adding Third Party Inspections

If you should have any changes or concerns, please do not hesitate to contact me.

1
2
3 **ORDINANCE NO. 2523**

4 AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND CHAPTER 8.11 –
5 THE FIRE PREVENTION CODE, SECTIONS.020 AND .060 OF THE CITY OF SALISBURY
6 MUNICIPAL CODE BY UPDATING THE REFERENCE TO THE STATE FIRE
7 PREVENTION CODE, ADDING NEW PERMITS THAT ARE REQUIRED TO BE
8 OBTAINED FROM THE FIRE MARSHAL, AND REPLACING THE ENFORCEMENT AND
9 ASSISTANCE REQUIREMENTS IN 8.11.060 WITH THIRD-PARTY INSPECTION
10 REQUIREMENTS.

11 WHEREAS, the ongoing application, administration and enforcement of the City of
12 Salisbury Municipal Code demonstrates the need for periodic review, evaluation and
13 amendment; and

14
15 WHEREAS, the City of Salisbury adopts the State Fire Prevention Code with local
16 amendments; and

17
18 WHEREAS, the City of Salisbury wishes to prohibit open burning other than cooking
19 and recreational fires compliant with the provisions of the State Fire Prevention Code; and

20
21 WHEREAS, the City of Salisbury desires to establish and list the specific permits
22 required from the Fire Marshal’s Office; and

23
24 WHEREAS, the City of Salisbury desires to collect all third party inspection reports
25 through a vendor system data collection company.

26
27 NOW, THERFORE, be it enacted and ordained by the City of Salisbury, that Chapter
28 8.11 of the City of Salisbury Municipal Code is hereby amended as follows:

29
30 Chapter 8.11 - THE FIRE PREVENTION CODE

31
32 8.11.010 - Adoption of the Fire Prevention Code.

33
34 The city of Salisbury adopts the State Fire Prevention Code as promulgated in the Annotated
35 Code of Maryland, Public Safety Article, Section 6-206 and the related COMAR provisions:
36 COMAR 29.06.01 Fire Prevention Code

37
38 8.11.020 - Amendments to the State Fire Prevention Code.

39
40 A. The National Fire Protection Association Life Safety Code 101 as referenced, amended, and
41 promulgated by the State Fire Prevention Commission is adopted by the City with the
42 following local amendments.

- 43
44 1. Fire prevention fees shall be established by resolution of the City Council.
45

46 B. The National Fire Protections Association Fire Code 1 as referenced, amended, and
47 promulgated by the State Fire Prevention Commission is adopted by the City with the
48 following local amendments:
49

- 50 1. The board of appeals shall be the building board of adjustments and appeals.
51
52 2. Any person who fails to comply with the provisions of the Code or who fails to carry
53 out an order made pursuant to this Code or violates any condition attached to a permit,
54 approval, or certificate may be subject to a municipal infraction not to exceed five
55 hundred dollars (\$500.00) each day the violation continues.
56
57 3. Failure to comply with the time limits of an abatement notice or other corrective notice
58 issued by the authority having jurisdiction may result in municipal infractions not to
59 exceed five hundred dollars (\$500.00) each day the violations/s continue and the
60 jurisdiction shall have authority as provided by law to evacuate, vacate and order such
61 building or structure to be closed to the public.
62
63 4. Include Annex E: Fire Fighter Safety Building Marking System, with local
64 amendments.

65
66 a. Local amendments to Annex F are:
67

68 i. Add E. 1.3.6.1. The following letters shall be used to indicate special hazards
69 assigned to the center of the Maltese cross:
70

- 71 A) "F" — Floor hazard
72 B) "R" — Roof hazard
73 C) "W" — Wall hazard
74 D) "H" — Holes in structure
75 E) "S" — Stairs compromised
76 F) "M" — Maze like, confusing layout
77

78 ii. Add E. 1.3.6.2. Where the AHJ determines the conditions to be severe enough to
79 limit all operational activity to a defensive mode only, a red "X" shall be placed
80 through the center section of the Maltese cross.
81

82 5. Replace Subsection '10.10.1 Permits.' with 10.10.1 Open Burning Prohibited. Open
83 burning, other than cooking and recreational fires compliant with the provisions of this
84 Code, is prohibited.
85

86 6. Permits from the Fire Marshal are required for the following:

- 87 a. Installation/Modification of fire alarm and detection systems;
88 b. Installation/Modification of sprinkler or water spray systems;
89 c. Installation/Modification of standpipe systems;
90 d. Installation/Modification fire pumps;
91 e. Installation/Modification of water storage tanks for fire protection;

- 92 *f. Installation/Modification of gaseous and chemical extinguishing systems;*
- 93 *g. Installation/Modification of foam systems;*
- 94 *h. Installation/Modification of smoke control systems;*
- 95 *i. Installation/Modification of flammable and combustible liquid storage tanks;*
- 96 *j. Installation/modification of emergency generators for fire protection systems.*

97
98 C. The International Building Code is incorporated by reference, and is adopted with state and
99 local amendments.

100
101 8.11.030 - Authority having jurisdiction.

102
103 The Chief of the Fire Department (CoF) shall serve as the Authority Having Jurisdiction
104 over the Fire Prevention Code.

105
106 8.11.040 - Inspections.

107
108 A. To the full extent permitted by law, the Fire Department and the Housing and Community
109 Development Department shall have the authority to enter and examine, at all reasonable
110 times, any building, structure, marine vessel, vehicle or premises for the purpose of making
111 fire safety inspections.

112
113 Exception: One and two family dwelling units.

114
115 B. Personnel responsible for administering and enforcing this code shall be trained to a
116 minimum level of Fire Inspector I in accordance with the National Fire Protection Code.

117
118 C. Personnel will periodically inspect all buildings and structures as herein set forth in this code
119 on a schedule derived from life safety and fire risk assessment.

120
121 8.11.050 - Setbacks.

122
123 Outside above-ground unprotected flammable liquid storage tanks shall be separated from
124 lot lines and public ways by a minimum of seventy-five (75) feet.

125
126 8.11.060 ~~Enforcement and assistance.~~ *Third-Party Inspections*

127
128 ~~When conducting plan review and pre-occupancy inspections, the County Department~~
129 ~~of Planning, Zoning and Community Development — Fire Protection Division shall have~~
130 ~~authority to enforce this code when requested to do so by and in coordination with the~~
131 ~~Director of the Department of Infrastructure and Development.~~

132
133 ~~When conducting post-occupancy inspections, the County Department of Planning,~~
134 ~~Zoning and Community Development — Fire Protection Division shall have authority to~~
135 ~~enforce this code in coordination with the Director of the Department of Housing and~~
136 ~~Community Development.~~

138 A report of all third party inspections required by this code shall be submitted to the Fire
139 Marshal's office for review. A third-party or vendor system data collection agency/company may
140 be utilized for the collection of completed third-party inspection reports and associated
141 collection filing fees.
142
143

144 Explanation:

145
146 * ITALICIZED AND UNDERLINED PRINT INDICATES MATERIAL ADDED TO
147 EXISTING LAW.

148 Bold and strikethrough language indicates material deleted from the existing.
149

150
151 AND BE IT FURTHER ORDAINED AND ENACTED BY THE CITY OF
152 SALISBURY, MARYLAND, THAT this ordinance shall take effect immediately upon adoption.
153

154 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
155 Salisbury held on this ____ day of _____ 2019, and thereafter, a statement of
156 the substance of the Ordinance having been published as required by law, was finally passed by
157 the Council on the ____ day of _____, 2019.
158

159 ATTEST:

160

161 _____
162 Kimberly R. Nichols
163 CITY CLERK

John R. Heath
PRESIDENT, City Council

164

165

166 APPROVED BY ME THIS _____ day of _____, 2019

167

168

169 _____
Jacob R. Day, Mayor

INTER

OFFICE

MEMO

Finance Department

To: Julia Glanz, City Administrator
From: Keith Cordrey, Director of Finance *KC*
Subject: Reallocation of FY13 Bond Proceeds
Date: January 2, 2019

Please find attached a Budget Ordinance which reallocates FY13 Bond proceeds previously assigned to the WWTP upgrade project to projects included in Schedule B of the FY19 Bond Ordinance.

While Schedule B sufficiently created an appropriation for these projects, there is insufficient legislation to identify what projects would be reduced to provide the reallocation of bond proceeds.

No other additional documentation is required, other than this budget amendment, since all three projects which are to be allocated funds have previously had FY13 Bond proceeds allocated to them.

After your review, if you do not have questions or concerns, please forward this ordinance to council for their consideration.

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ORDINANCE NO. 2524

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S WATER SEWER CAPITAL PROJECT FUND BUDGET TO REALLOCATE BOND FUNDS PREVIOUSLY ALLOCATED TO THE WWTP UPGRADE PROJECT INCLUDED IN THE FY13 BOND.

WHEREAS, Ordinance No. 2482, the FY19 Budget Ordinance, included Schedule B which created appropriations in the Water Sewer Capital Project fund for the projects listed below:

Project	Amount
Pump Station Improvements	555,000
Park Water Treatment Plant Electrical Gear Replacement	245,000
Sewer Infiltration & Inflow Remediation	450,000

10
11
12
13

WHEREAS, the funding for the above projects was determined to be reallocation of existing unused bond proceeds; and

14
15
16

WHEREAS, previously the City has not identified which projects the funding would be reallocated from; and

17
18
19

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND THAT THE City's Capital Projects Fund Budget be and hereby is amended as follows:

Project Description	Account Description	Account	Amount
Revenues:			
WWTP Upgrade	FY13 Bond Proceeds	96013-469312-55512	-1,250,000
Pump Station Improvements	FY13 Bond Proceeds	96013-469312-55034	555,000
Park Water Treatment Plant Electrical Gear Replacement	FY13 Bond Proceeds	96013-469312-50035	245,000
Sewer Infiltration & Inflow Remediation	FY13 Bond Proceeds	96013-469312-55019	450,000
Expenditures:			
WWTP Upgrade	Construction	96113-513026-55512	-1,250,000
Pump Station Improvements	Construction	96113-513026-55034	555,000
Park Water Treatment Plant Electrical Gear Replacement	Construction	96113-513026-50035	245,000
Sewer Infiltration & Inflow Remediation	Construction	96113-513026-55019	450,000

20
21
22
23
24

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this ___ day of _____ 2019, 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 _____, 2019.

25
26

ATTEST:

27
28
29
30

Kimberly R. Nichols, City Clerk

Jack Heath, President
Salisbury City Council

31
32
33
34

APPROVED BY ME THIS ___ day of _____, 2019.

Jacob R. Day, Mayor