



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

TUESDAY- FEBRUARY 19, 2019
COUNCIL CHAMBERS
GOVERNMENT OFFICE BUILDING

4:30 p.m. **SPECIAL MEETING – Separate Agenda**

WORK SESSION

- 4:40 p.m. Salisbury Police Department budget amendment to use insurance funds to purchase new CID vehicle- Colonel Dave Meienschein
- 4:50 p.m. SWIFT Year in Review- Fire Chief John Tull, PRMC Director of Community Health Initiatives Stephanie Elliott, PRMC VP of Population Health Kathryn Fiddler, PRMC SWIFT Nurse Practitioner Tammy Walbert
- 5:20 p.m. Chapter 8.16 Revisions- Garbage, Yard Waste And Refuse- Sanitation Superintendent Ron Airey
- 5:45 p.m. SU/Court Plaza Annexation- Infrastructure and Development Director Amanda Pollack
- 6:15 p.m. City Boundary Adjustment for 1410 West Road - Infrastructure and Development Director Amanda Pollack
- 6:25 p.m. Chesapeake Bay Trust Cooperative Agreement- Infrastructure and Development Director Amanda Pollack
- 6:45 p.m. Riverwalk Construction Reimbursement Program- Infrastructure and Development Director Amanda Pollack
- 7:00 p.m. County budget amendment- City Administrator Julia Glanz
- 7:20 p.m. Council discussion
- 7:30 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*

Posted 2/14/19



City of
Salisbury
Jacob R. Day, Mayor

February 1, 2019

TO: Julia Glanz
FROM: Colonel David Meienschein
SUBJECT: Ordinance – Budget Amendment

SPD Patrol Vehicle #1485, a 2014 Chevrolet Caprice was involved in a flooding incident and deemed a total loss.

SPD Patrol Vehicle #1484, a 2014 Chevrolet Caprice was involved in a motor vehicle accident not redeemed a total loss.

SPD requests that the insurance adjustment from the above vehicles totaling \$34,261 be transferred to the SPD Police Services Vehicle Account, 21021-577025 to be used towards the purchase of a new vehicle for our Criminal Investigation Division.

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

David Meienschein
Assistant Chief of Police

1 ORDINANCE NO. _____
2

3 AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET
4 AMENDMENT OF THE FY19 GENERAL FUND BUDGET TO APPROPRIATE
5 INSURANCE PROCEEDS RECEIVED IN FY19 TO AID IN THE PURCHASE OF A NEW
6 VEHICLE FOR THE POLICE FLEET.
7

8 WHEREAS, Salisbury Police Patrol Vehicle #1485, a 2014 Chevrolet Caprice was
9 involved in a flooding incident and deemed a total loss; and
10

11 WHEREAS, the insurance proceeds from vehicle #1485 is \$25,800; and
12

13 WHEREAS, Salisbury Police Patrol Vehicle #1484, a 2014 Chevrolet Caprice was
14 involved in a motor vehicle accident not deemed a total loss; and
15

16 WHEREAS, the insurance proceeds from vehicle #1484 is \$8,461; and
17

18 WHEREAS, SPD is requesting the insurance proceeds from both vehicles be placed in
19 the SPD Vehicle Purchase Account, 21021-577025 in the amount of \$34,261; and
20

21 WHEREAS, SPD will utilize the funds appropriated from the insurance adjustment to
22 purchase a new vehicle for our Criminal Investigations Division.
23

24 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
25 OF SALISBURY, MARYLAND that the City's Fiscal Year 2019 General Fund Budget is
26 hereby, amended as follows:
27

- 28 1) Increase Insurance Proceeds (01000-456935) by \$34,261
29 2) Increase the Police Department budget by \$34,261
30

31 BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the
32 date of its final passage.
33

34 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
35 Salisbury held on this _____ day of _____, 2019, and thereafter, a statement of
36 the substance of the Ordinance having been published as required by law, was finally passed by
37 the Council on the _____ day of _____, 2019.
38

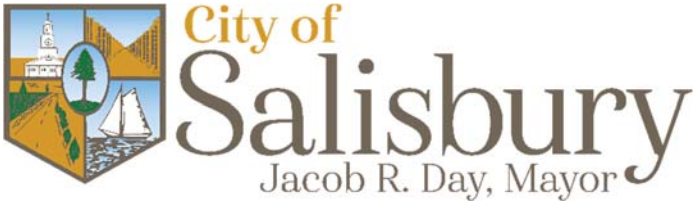
39 ATTEST:
40

41 _____
42 Kimberly R. Nichols, City Clerk

41 _____
42 John R. Heath, President
43 Salisbury City Council
44

45 Approved by me this _____ day of _____, 2019
46

47 _____
48 Jacob R. Day, Mayor



MEMORANDUM

To: Andy Kitzrow, Deputy City Administrator

From: Ron Airey, Sanitation Superintendent

Subject: Municipal Code Chapter 8.16 revision

Date: 2/13/2019

Attached is the ordinance to amend the Salisbury Municipal Code Chapter 8.16 – Garbage, Yard Waste and Refuse, Subsections .010. .020(D)(E)(F), .060(H)(I)(J), .090(B)(C), AND .100(B)(C), to better define yard waste, to remove bulk collection services for high density residential units, to update the collection rules and regulations, to add a new can warranty and to add corrugated cardboard to recycling.

1 ORDINANCE NO. _____

2
3 AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND THE SALISBURY
4 MUNICIPAL CODE CHAPTER 8.16 – GARBAGE, YARD WASTE AND REFUSE,
5 SUBSECTIONS .010, .020(D)(F), .060, .090(C), AND .100(B)(C), TO BETTER DEFINE
6 YARD WASTE, TO BETTER DEFINE BULK COLLECTION SERVICES FOR HIGH
7 DENSITY RESIDENTIAL UNITS, TO UPDATE THE COLLECTION RULES AND
8 REGULATIONS, TO ADD A NEW CAN REPLACEMENT POLICY AND TO ADD
9 CORRUGATED CARDBOARD TO RECYCLING .

10
11 WHEREAS, the Mayor and City Council have requested that Chapter 8.16 of the City
12 Code be periodically reviewed; and

13
14 WHEREAS, the ongoing application, administration and enforcement of Chapter 8.16,
15 demonstrates a need for its periodic review, evaluation and amendment to keep the chapter
16 current; and

17
18 WHEREAS, garbage, yard waste and refuse needs have changed since the last time
19 Chapter 8.16 was updated; and

20
21 WHEREAS, the City wishes to limit the size and weight of tree and shrub limbs that are
22 eligible for yard waste pick-up by the City; and

23
24 WHEREAS, the City desires to have all household items containing fabric completely
25 encased and sealed tightly before being discarded from a dwelling; and

26
27 WHEREAS, the City desires to add batteries to the list of prohibited items for collection;
28 and

29
30 WHEREAS, the City desires to add a new can replacement policy of 5 years for all new
31 cans purchased from the City; and

32
33 WHEREAS, this amendment will update several sections of Chapter 8.16.

34
35 NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE CITY OF
36 SALISBURY, MARYLAND, THAT Chapter 8.16, SUBSECTIONS .010, .020(D)(F), .060, .090
37 (C) and .100(B)(C) of the Salisbury Municipal Code be amended as follows:

38
39
40 **8.16 – GARBAGE, YARD WASTE AND REFUSE**

41
42 8.16.010 – Definitions.

43
44 “High Density” means a multi-unit complex or subdivision where trash is disposed of by
45 residents in a common area designated for trash disposal.

47 “Yard Waste” means garden, lawn, and tree trimmings and leaves which can be deposited
48 in a plastic or biodegradable bag ~~an approved container,~~ or a Tree and shrubbery limbs must
49 be securely bundled in lengths not to ~~exceeding~~ exceeding four feet ~~in length,~~ and no individual branch
50 may exceed 4 inches in diameter. ~~and Bundles may not weigh~~ more than forty (40) pounds.

51
52 8.16.020 – Service standards for residential properties.

53
54 D. The city may, at its option, provide bulk collection service where residences are concentrated
55 in high-density. In these cases, the appropriate ~~management organization~~ authority shall be
56 officially notified of the details of the service to be rendered. It shall be the responsibility of the
57 Department of Field Operations to make agreements with the appropriate ~~management~~
58 ~~organization~~ authority for the placement of bulk containers on either public, private or common
59 ownership property. The standard of service shall be sanitary, and containers shall be maintained
60 in a non-offensive manner. Disposal of bulk items at a multi-unit complex is the responsibility of
61 the managing authority.

62
63 F. The city assumes no responsibility for collection of refuse from nonresidential property.
64 Notwithstanding the above, the city may assume responsibility for collection of refuse from
65 nonresidential property located within the city that is used exclusively ~~as a church or other~~ by a
66 bona fide charitable, religious, social welfare or recreational nonprofit organization, except
67 not by medical waste generators, hospitals, non-city governmental property or organizations and
68 schools, public or private. Such ~~church or other~~ bona fide nonprofit organizations must provide
69 substantial social services to the community. A ~~church or other~~ bona fide nonprofit
70 organization must apply for collection to the Department of Field Operations, setting forth the
71 name and address of the organization, the volume of refuse estimated to be generated, the social
72 services provided to the community and such other information as may be required by the
73 department. The department will ~~then~~ determine whether the ~~church or other~~ bona fide
74 nonprofit organization qualifies for collection. An appeal of the decision of the department may
75 be made in writing to the city council.

76
77 8.16.060 – Collection rules and regulations.

78
79 A. Approved ~~R~~refuse containers shall be watertight cans made of heavy-duty rubberized or
80 plastic material, with handles and tight-fitting covers. Containers shall be ninety-five (95) gallon
81 roll out carts on wheels, and not more than six (6) containers will be permitted for each
82 Residential Unit. Refuse containers ~~may~~ shall be purchased from the City. All containers and lids
83 shall be maintained in a clean and sanitary condition. Containers shall not be set out for
84 collection containing free liquids or rainwater. Containers shall be kept free of dead animals,
85 vermin, lice, maggots or the like and unreasonably offensive odors resulting from the lack of
86 cleanliness, feces or items which may be infectious or disease-bearing. Containers which have
87 become excessively worn shall be promptly replaced at the owner's expense. Owners shall be
88 notified if their refuse container is in disrepair and is unusable. This includes, but is not limited
89 to: missing lids, leaking containers and damaged or missing wheels or handles. owners have
90 thirty (30) days to purchase a new refuse container or adequately repair their existing container.
91 Containers must be placed at the curb or as otherwise directed, with the handle away from and
92 parallel to traffic. Printed instructions on the container shall be followed.

93
94 B. Can replacement policy. The city will record can serial numbers, purchaser name,
95 address and purchase date to use in requests for replacement during the first 5 years following a
96 purchase. Cans may be replaced, at no charge to the owner, under certain conditions. City
97 provided replacements will be limited to damage caused by a sanitation truck or defects in
98 manufacturing during the first 5 years after the purchase of the can. Final determination of can
99 replacement will be at the discretion of the City Sanitation Superintendent. All other can
100 replacements will be at the expense of the owner.

101
102 **BC.** Items too bulky for placement in an approved container may be offered for collection on a
103 weekly basis and on a schedule as set by the Department of Field Operations. Tree and shrubbery
104 limbs, as well as other yard waste, will be collected, provided that they are cut into lengths not
105 exceeding four feet and securely tied in bundles not exceeding forty (40) pounds in weight.
106 Plastic or biodegradable bags with a capacity of thirty (30) gallons or less and maintaining
107 complete closed integrity may be used for non-bundled yard waste. However, it shall be the
108 owner's responsibility to maintain these bags until they are collected by city collection crews.
109 Yard waste pickup normally occurs on Mondays. The owner shall contact the city service center
110 by twelve (12:00) p.m. on Friday to request a pick-up for the ensuing Monday, requests made
111 after twelve (12:00) p.m. on Friday will be picked up the second Monday from the request. ~~six~~
112 a.m. on Monday to schedule yard waste pickup (excluding holidays) for that week.

113
114 **C.** ~~All containers and lids shall be maintained in a clean and sanitary condition. They~~
115 ~~shall not be set out for collection containing free liquids or rainwater. They shall be kept~~
116 ~~free of dead animals, vermin, lice, maggots or the like and unreasonably offensive odors~~
117 ~~resulting from the lack of cleanliness, feces or items which may be infectious or disease-~~
118 ~~bearing. Containers which have become excessively worn or corroded shall be promptly~~
119 ~~replaced at the Owner's expense.~~

120
121 D. Containers shall be placed at the curb or roadside or alley by six (6:00) a.m. on the
122 scheduled day of collection but shall not be so placed prior to five (5:00) p.m. on the day before
123 collection, and empty containers shall be removed to the premises from the curb, roadside or
124 alley by eleven (11:00) p.m. of the day of collection. Containers shall not be kept at the curb or
125 roadside between scheduled collections, and they shall be stored on the premises at such
126 locations to be unseen from the public streets or roads or from the front yards of immediate
127 neighboring property.

128
129 E. Where collection service is provided in ~~high-density dwelling areas~~ a community that has
130 a managing authority and or is classified as high density, the individual residents, ~~or the~~
131 ~~managing authority~~ **ement**, community or condominium organization shall be responsible for the
132 transporting of ~~R~~refuse to the containers provided and for the maintenance and cleanliness of the
133 areas adjacent to the containers. The developer, ~~O~~owner and legally responsible ~~managing~~ **ement**
134 ~~authority~~ **organization** shall be responsible for providing ~~sion of~~ accessible space for bulk
135 containers, paved and screened from public view. Such provisions shall be approved by the City.
136 Material acceptable for containerized collection service shall, in all respects, be compatible with
137 the definitions for ~~R~~refuse as defined in this chapter.

138

139 F. It is unlawful and a violation of this chapter for any ~~P~~person to place residential or
140 nonresidential waste, including but not limited to ~~R~~refuse, on the property of another without the
141 consent of the ~~O~~owner of the property.
142

143 G. A ~~P~~person shall not place residential ~~R~~refuse in public containers within the City limits,
144 with the exception of Downtown Plaza residents, who may place their ~~R~~refuse in containers
145 specifically designated in the ~~D~~downtown area to accept ~~R~~refuse from Downtown Plaza
146 residents. Waste generated outside of the corporate limits of the City of Salisbury shall not be
147 disposed of or placed in any private or public containers within the City limits.
148

149 H. Upholstered furniture, mattresses and box springs or any household item containing fabric
150 ~~infested with bed bugs~~ shall be completely encased and sealed tightly in plastic before
151 discarding them from ~~an infested~~ a dwelling. Heavy polyvinyl sheeting, shrink wrap, or other
152 non-permeable material shall be used to seal ~~infested beds~~ items. ~~shall be labeled with a~~
153 ~~prominent message indicated that these are infested items (i.e. "BED BUG INFESTED~~
154 ~~ITEM")~~.
155

156 I. Bulk Pickup Service is Available to Residential Locations. To receive pickup of large, bulky
157 items, a resident~~person~~ must first pay the required fee to the Department of Finance. Once the
158 fee is paid, the ~~d~~Department of ~~f~~Finance will notify the Department of Field Operations and an
159 appointment will be made for pickup.
160

161 J. Items prohibited for collection include, but are not limited to: tires, batteries, building
162 materials, hazardous, radioactive or medical wastes, ashes, rocks, dirt, sod, paint and motor oil.
163

164 ~~K.— Owners shall be notified if their Refuse container is in disrepair and is unusable. This~~
165 ~~includes, but is not limited to: missing lids, leaking containers and damaged or missing~~
166 ~~wheels or handles. Owners have thirty (30) days to purchase a new Refuse container or~~
167 ~~adequately repair their existing container.~~
168

169 8.16.090 – Monthly disposal fee.
170

171 C. If the Department of Field Operations determines that a residential unit regularly produces
172 collectible refuse requiring ~~two or~~ more than one refuse containers, ~~then~~ the owner of the
173 residential unit shall be required to purchase and use additional refuse containers.
174

175 8.16.100 – Recycling.
176

177 B. Recycling service is available to Residential Units. Recyclable Materials and corrugated
178 cardboard will be collected weekly on the same day as Garbage collection.
179

180 C. The managing authority of any residential dwelling unit located in the multi-family sector
181 shall allow its residents to participate in the city's recycling program. The city shall provide the
182 managing authority with a recycling container for each unit. Alternatively, the managing
183 authority may provide a centralized location and containers as approved by the ~~recycling~~
184 ~~coordinator~~ Sanitation Superintendent, and as designated by the Director of Field Operations.

185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213

EXPLANATION:

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

Bold and strikethrough language indicates material deleted from the existing.

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

THIS ORDINANCE was introduced and read at a meeting of the City Council held on ____ day of _____, 2019 and thereafter, a statement of the substance of the ordinance having been published as required by law, in the meantime, was finally passed by the Council on the ____ day of _____, 2019 and is to become effective as 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: Amanda Pollack, P.E., Director of Infrastructure and Development *AP*
Date: February 6, 2019
Re: Court Plaza Annexation

Salisbury University and Greystar development group are proposing to build a Mixed-Use Development in the Court Plaza area between Pine Bluff Road and Kay Avenue. The development will be a mix of student housing, student amenities and retail uses. Greystar has provided the attached concept renderings.

Greystar is seeking annexation into the City. They will provide the necessary Annexation Petition. The Department of Infrastructure and Development is seeking input from Council prior to advancing this project to the Planning Commission for a zoning recommendation.

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

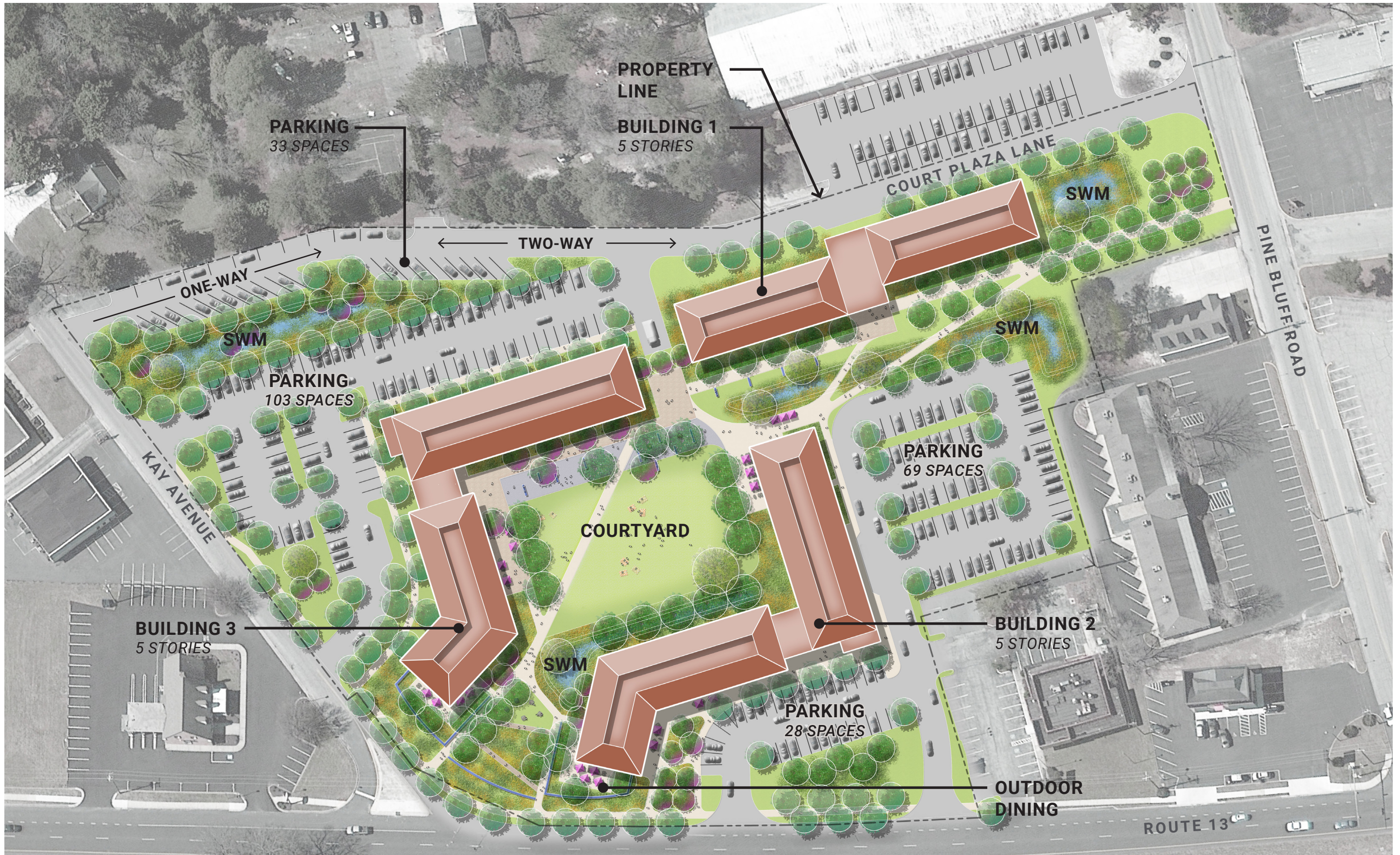
SALISBURY UNIVERSITY

COURT PLAZA SITE

MIXED-USE
DEVELOPMENT

CONCEPT DESIGN MEETING
JANUARY 8, 2019





SITE PLAN

1" = 80'-0"





LEVEL 1 PLAN

1" = 80'-0"





TYPICAL PLAN | LEVELS 2 - 5

1" = 80'-0"



GATEWAY VIEW



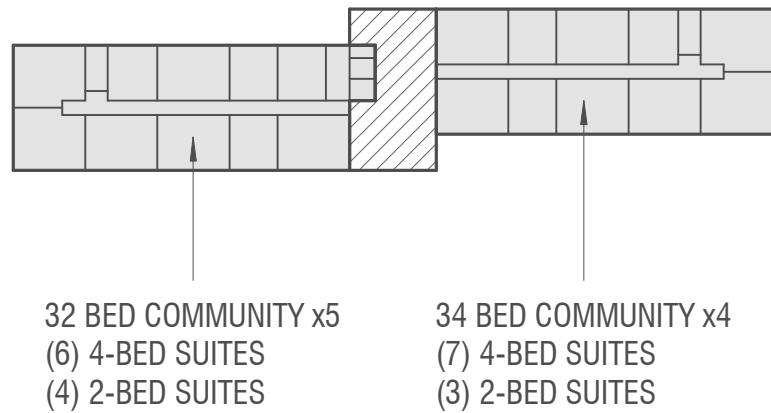
VIEW OF COURTYARD



RESIDENTIAL PROGRAM

BUILDING 1

Suite Housing: 296 Beds



32 BED COMMUNITY x5
(6) 4-BED SUITES
(4) 2-BED SUITES

34 BED COMMUNITY x4
(7) 4-BED SUITES
(3) 2-BED SUITES

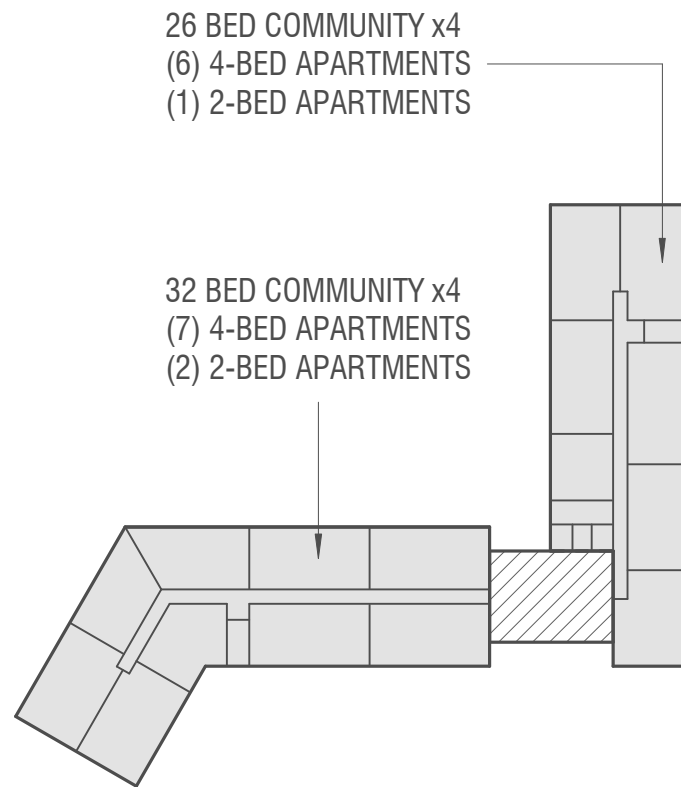
TOTAL SUITES:

2-BED: 32 UNITS / 64 BEDS (21.6% OF TOTAL)
4-BED: 58 UNITS / 232 BEDS (78.4% OF TOTAL)

TOTAL: 90 UNITS / 296 BEDS

BUILDING 2

Apartment Housing: 232 Beds



26 BED COMMUNITY x4
(6) 4-BED APARTMENTS
(1) 2-BED APARTMENTS

32 BED COMMUNITY x4
(7) 4-BED APARTMENTS
(2) 2-BED APARTMENTS

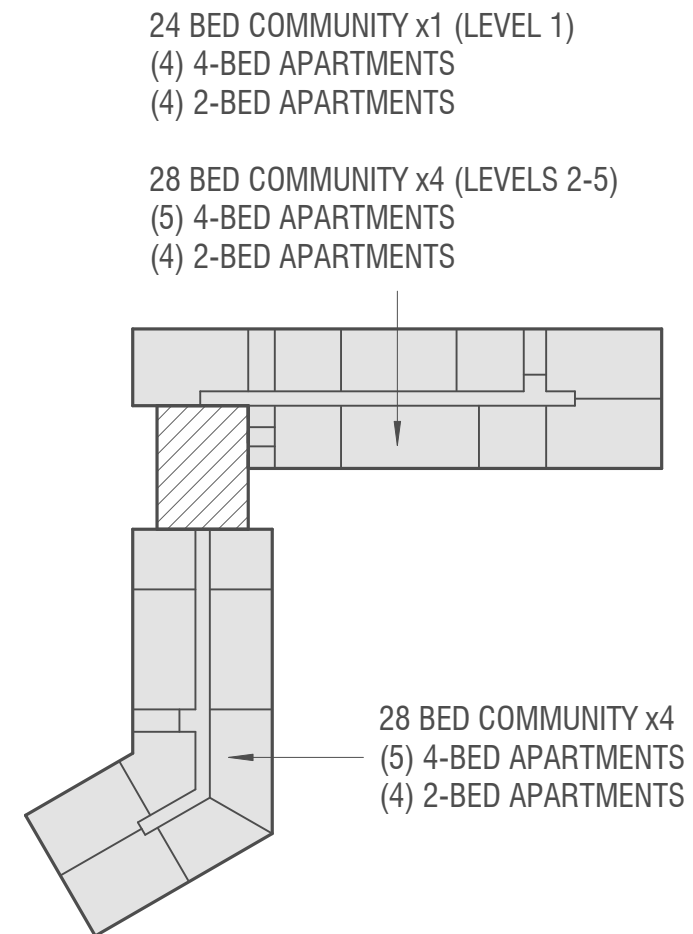
TOTAL APARTMENTS:

2-BED: 48 UNITS / 96 BEDS (20% OF TOTAL)
4-BED: 96 UNITS / 384 BEDS (80% OF TOTAL)

TOTAL: 136 UNITS / 480 BEDS

BUILDING 3

Apartment Housing: 248 Beds



24 BED COMMUNITY x1 (LEVEL 1)
(4) 4-BED APARTMENTS
(4) 2-BED APARTMENTS

28 BED COMMUNITY x4 (LEVELS 2-5)
(5) 4-BED APARTMENTS
(4) 2-BED APARTMENTS

28 BED COMMUNITY x4
(5) 4-BED APARTMENTS
(4) 2-BED APARTMENTS

BUILDING UNIT MATRIX

AREA SCHEDULE - TOTALS BY BUILDING		
Name	Total Area (GSF)	Bed Count
BUILDING 1		
CIRCULATION / SERVICE	13083 SF	0
LOUNGE	8615 SF	0
STUDENT AMENITY	7587 SF	0
2-BED SUITE	14858 SF	64
4-BED SUITE	41149 SF	232
	85292 SF	296
BUILDING 2		
CIRCULATION / SERVICE	13708 SF	0
LOUNGE	7769 SF	0
MIXED USES	21773 SF	0
2-BR APT	10670 SF	24
4-BR APT	66103 SF	208
	120023 SF	232
BUILDING 3		
CIRCULATION / SERVICE	13847 SF	0
LOUNGE	7701 SF	0
STUDENT AMENITY	12006 SF	0
2-BR APT	26222 SF	72
4-BR APT	58281 SF	176
	118056 SF	248
	323371 SF	776

AREA SCHEDULE - BY UNIT TYPE			
Name	Count	Total Area (GSF)	Bed Count
2-BR APT	48	36891 SF	96
4-BR APT	96	124384 SF	384
2-BED SUITE	32	14858 SF	64
4-BED SUITE	58	41149 SF	232
Grand total:	234	217282 SF	776

UNIT SCHEDULE - BUILDING 1		
Name	Unit Count	Bed Count
BUILDING 1		
Level 1		
STUDENT AMENITY	1	0
2-BED SUITE	4	8
4-BED SUITE	6	24
Level 2		
LOUNGE	1	0
2-BED SUITE	7	14
4-BED SUITE	13	52
Level 3		
LOUNGE	1	0
2-BED SUITE	7	14
4-BED SUITE	13	52
Level 4		
LOUNGE	1	0
2-BED SUITE	7	14
4-BED SUITE	13	52
Level 5		
LOUNGE	1	0
2-BED SUITE	7	14
4-BED SUITE	13	52
	95	296

UNIT SCHEDULE - BUILDING 2		
Name	Unit Count	Bed Count
BUILDING 2		
Level 1		
MIXED USES	2	0
Level 2		
LOUNGE	1	0
2-BR APT	3	6
4-BR APT	13	52
Level 3		
LOUNGE	1	0
2-BR APT	3	6
4-BR APT	13	52
Level 4		
LOUNGE	1	0
2-BR APT	3	6
4-BR APT	13	52
Level 5		
LOUNGE	1	0
2-BR APT	3	6
4-BR APT	13	52
	70	232

UNIT SCHEDULE - BUILDING 3		
Name	Unit Count	Bed Count
BUILDING 3		
Level 1		
STUDENT AMENITY	1	0
2-BR APT	4	8
4-BR APT	4	16
Level 2		
LOUNGE	1	0
2-BR APT	8	16
4-BR APT	10	40
Level 3		
LOUNGE	1	0
2-BR APT	8	16
4-BR APT	10	40
Level 4		
LOUNGE	1	0
2-BR APT	8	16
4-BR APT	10	40
Level 5		
LOUNGE	1	0
2-BR APT	8	16
4-BR APT	10	40
	85	248




FIRE TRUCK ACCESS PLAN

1" = 80'-0"



Memorandum

To: Amanda Pollack, Director Infrastructure & Development
From: William T. Holland 
Date: 1/25/2019
Re: City Boundary Correction of 1410 West Road

Attached is a Petition signed by Kevin L. Smith requesting that his property, which was inadvertently contained in a prior annexation description be removed from that description. The area of land affected is approximately 0.77 acres.

On October 9, 2006, the City Council introduced Resolution 1447, which involved the annexation titled “West Road – Westwood and Sassafras Annexation.” On December 11, 2006, a public hearing was held for the “West Road – Westwood and Sassafras Annexation” and the City Council thereafter passed Resolution No. 1147, which contained a metes and bounds description, which inadvertently included the property now owned by Mr. Smith.

The property now owned by Mr. Smith, was at the time of the annexation owned by Blamar Properties, LLC. The inadvertent error in the description was recently discovered when the property was sold to Kevin L. Smith, Jr., on March 20, 2018, and the current property owner desires the error to be corrected, which requires that the City boundaries to be adjusted accordingly.

With this in mind, please move this forward to a City Council work session.

RESOLUTION NO. _____

A RESOLUTION of the City of Salisbury pursuant to the authority of Article XI-E., Constitution of the State of Maryland, and Section 4-301, et seq., Subtitle 3, Title 4, Division II and Section 4-401, et seq., Subtitle 4, Title 4, Division II, Local Government Article, Annotated Code of Maryland, for the purpose of amending its corporate limits as required in its Charter (SC1-2), which covers the descriptions of the lands that make up the City, to correct an inadvertent property description involving a parcel of land owned by Kevin Leonard Smith, Jr., which was included in a prior annexation near Queen Avenue and West Road.

WHEREAS the City of Salisbury expanded its corporate limits in accordance with the State of Maryland required annexation procedures when it passed and approved Resolution No. 1447, which was subsequently filed with the State of Maryland, and which annexed real property located on the Northerly side of Queen Avenue and Westerly side of West Road, including a portion of West Road and Queen Avenue, said parcel having been contiguous to and binding upon the Westerly corporate limit of the City of Salisbury; and

WHEREAS, in accordance with Section 4-301, et seq. of the Local Government Article, Annotated Code of Maryland, the City of Salisbury is required pursuant to its Charter (SC1-2) to include a description of its annexed land completed in accordance with Section 4-401, et seq. of the Local Government Article, Annotated Code of Maryland; and

WHEREAS, the City's past adoption of Resolution No. 1447 and the subsequent annexed lands became effective on or about January 25, 2007; and

WHEREAS, Resolution No. 1447 contained a property description that inadvertently included a property which was then owned by Blamar Properties, LLC, which was not to have been included in the annexation property description; and

WHEREAS, the affected parcel of property was subsequently acquired by Kevin Leonard Smith, Jr. from Blamar Properties, LLC by deed dated March 20, 2018 and subsequently recorded in the Land Records for Wicomico County, Maryland in Liber MSB No. 4302, Folio 282 having a property address of 1410 West Road, Salisbury, Maryland 21801; and

33 WHEREAS, the incorrect metes and bounds description, which included that property was
34 recently discovered and there have been no municipal services provided to that property after the
35 adoption of Resolution No. 1447 and the property owner desires the inadvertent error to be
36 corrected, which requires a revised City boundary description; and

37 WHEREAS, the property inadvertently included in the prior annexation property
38 description was at the time of the annexation owned by Blamar Properties, LLC, District 09,
39 Property Tax ID No. 036423, Map 29, Parcel 224, Deed Reference Liber 2972, Folio 0084, being LOT
40 NO. 1, BLOCK "Q" AND A PARCEL OF LAND 145 FEET IN WIDTH AND EXTENDING BACK FROM
41 SAID LOT NO. 1, BLOCK "Q" FOR A DISTANCE OF 230 FEET as shown and designated on a Plat of
42 West Side Manor-Section No. 1, made for Chandler and Carey by G.F. Schafer, R.S., dated June, 1960
43 and recorded among the Land Records of Wicomico County, Maryland in Liber J.W.T.S. No. 486,
44 Folio 11 SUBJECT to and together with two certain 10 foot easements described in a Deed from
45 Chandler & Carey, Inc., et al, to Lola M. White, et al, dated August 15, 1962, and recorded among the
46 Land Records for Wicomico County, Maryland in Liber J.W.T.S. No. 551, Folio 308; the
47 improvements thereon being known as 1410 West Road, Salisbury, MD 21801; and

48 WHEREAS, the City of Salisbury received a Petition from Kevin Leonard Smith, Jr., on
49 December 28, 2018 (**Exhibit 1**), requesting the correction to be made pertaining to the hereinafter
50 described parcel of land that was previously included in the annexation property described in
51 Resolution No. 1447, since it was not to have been included in the annexation; and

52 WHEREAS, Leslie C. Sherrill, Surveyor, of the City of Salisbury prepared and reviewed the
53 corrected metes and bounds description; and

54 WHEREAS, it appears that all of the requirements of applicable law have been met; and

55 WHEREAS, the City of Salisbury consents to the correction and has confirmed that the
56 current petitioner is the valid owner of the affected property.

57 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT

58 the charter description pertaining to the City's property boundaries, shall be amended to correct
59 the prior metes and bounds description contained in Resolution No. 1447, which shall be replaced
60 with the corrected metes and bounds description contained in **(Exhibit A)**; and

61 BE IT FURTHER RESOLVED, that the affected property is described as follows: ALL that lot
62 or parcel of land situate, lying and being in Salisbury Election District, Wicomico County, State of
63 Maryland, located on the Westerly side of and binding upon West Road and more particularly
64 described as follows: BEGINNING for the same at the intersection of the Westerly line of West Road
65 with the Northerly line of a future 50 foot street as shown on a plat of West Side Manor-Section No.
66 1 hereinafter referred to, thence (1) running North 05 degrees 40 minutes East by and with the
67 Westerly line of said West Road, a distance of 145 feet to the Southerly line of Lot No. 3, Block "Q" as
68 shown on said Plat; thence (2) running North 84 degrees 20 minutes West by and with the
69 Southerly line of Lot No. 3, Block "Q" as shown as said Plat and through other land now or formerly
70 of Chandler & Carey, Inc., a distance of 400 feet; thence (3) running South 05 degrees 40 minutes
71 West a distance of 145 feet to the Northerly line of the aforementioned future 50 foot street; thence
72 (4) running by and with the Northerly line of said future 50 foot street South 84 degrees 20 minutes
73 East, a distance of 400 feet to the place of beginning; being LOT NO. 1, BLOCK "Q" AND A PARCEL
74 OF LAND 145 FEET IN WIDTH AND EXTENDING BACK FROM SAID LOT NO. 1, BLOCK "Q" FOR A
75 DISTANCE OF 230 FEET as shown and designated on a Plat of West Side Manor-Section No. 1, made
76 for Chandler and Carey by G.F. Schafer, R.S., dated June, 1960 and recorded among the Land
77 Records of Wicomico County, Maryland in Liber J.W.T.S. No. 486, Folio 11 SUBJECT to and together
78 with two certain 10 foot easements described in a Deed from Chandler & Carey, Inc., et al, to Lola M.
79 White, et al, dated August 15, 1962, and recorded among the Land Records for Wicomico County,
80 Maryland in Liber J.W.T.S. No. 551, Folio 308; the improvements thereon being known as 1410
81 West Road, Salisbury, MD 21801.

82 BE IT FURTHER RESOLVED, that a public hearing is scheduled for _____, 2019 at

83 6:00 p.m.; and

84 BE IT FURTHER RESOLVED, that the Zoning Map of the City of Salisbury shall be amended
85 to address the correction tied to the aforementioned parcel of property, which will revise the City's
86 municipal boundaries; and

87 BE IT FURTHER RESOLVED, that the Council hold a public hearing on the correction of the
88 prior annexation property description hereby proposed on _____, 2019 at 6:00 p.m. in
89 the Council Chambers at the City-County Office Building and the City Administrator shall cause a
90 public notice of time and place of said hearing to be published not fewer than two (2) times at not
91 less than weekly intervals, in a newspaper of general circulation in the City of Salisbury, which said
92 notice shall specify a time and place at which the Council of the City of Salisbury will hold a public
93 hearing on the Resolution, which date shall be no sooner than 15 days after the final required date
94 of publication specified above; and

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

99 The above Resolution was introduced, read and passed at the regular meeting of the Council
100 of the City of Salisbury held on the ___ day of _____, 2019, having been duly published as
101 required by law in the meantime a public hearing was held on the ___ day of _____, 2019,
102 and was finally passed by the Council at its regular meeting held on the ___ day of _____, 2019.

103 _____
104 Kimberly R. Nichols, John R. Heath,
105 City Clerk Council President
106

107 APPROVED BY ME this ___ day of _____, 2019.

108 _____
109
110 Jacob R. Day,
111 Mayor

Exhibit 1

CITY OF SALISBURY

PETITION FOR DE-ANNEXATION

To the Mayor and Council of the City of Salisbury:

I/We request de-annexation of my/our land from the City of Salisbury.

Parcel(s) # 224 - 1410 WEST ROAD

Map # 29 - GRID 19

SIGNATURE (S)

Olevis L. Smith

12/28/18
Date

Date

Date

Date

WEST ROAD – WESTWOOD AND SASSAFRAS ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the westerly Corporate Limit of the City of Salisbury to be known as "West Road – Westwood and Sassafras Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the easterly right-of-way line of West Road at the northwest corner of the lands of Fermin C. and Martha M. Cobian X 1,198,820.80 Y 200,066.86; thence running with the easterly right-of-way line of said road the following nine courses: (1) South eighty-eight degrees eleven minutes thirty-eight seconds West (S 88° 11' 38" W) eleven decimal six, seven (11.67) feet to a point X 1,198,809.14 Y 200,066.50; (2) North twenty-two degrees forty minutes twenty-nine seconds West (N 22° 40' 29" W) one thousand five hundred and seventy-three decimal six, zero (1,573.60) feet to a point X 1,198,202.52 Y 201,518.47; (3) North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) three hundred and thirty-eight decimal two, eight (338.28) feet to a point X 1,198,183.74 Y 201,856.23; (4) South eighty-six degrees forty-nine minutes one second West (S 86° 49' 01" W) four decimal one, nine (4.19) feet to a point X 1,198,179.55 Y 201,856.00; (5) North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) five hundred and thirty-one decimal two, one (531.21) feet to a point X 1,198,150.06 Y 202,386.38; (6) North eighty-six degrees forty-nine minutes one second East (N 86° 49' 01" E) one decimal five, zero (1.50) feet to a point X 1,198,151.55 Y 202,386.47; (7) North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) one thousand six hundred and thirty-four decimal two, one (1,634.21) feet to a point X 1,198,060.81 Y 204,018.15; (8) North eighty-six degrees forty-nine minutes one second East (N 86° 49' 01" E) five decimal zero, zero (5.00) feet to a point X 1,198,065.81 Y 204,018.43; (9) North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) one thousand five hundred and forty decimal zero, zero (1,540.00) feet to a cement post on the easterly right-of-way line of West Road X 1,197,980.30 Y 205,556.06; thence crossing said road and running by and with the northerly right-of-way line of Queen Avenue the following four courses: (1) South eighty-six degrees forty-nine minutes one second West (S 86° 49' 01" W) two hundred and twenty-nine decimal nine, three (229.93) feet to a point X 1,197,750.72 Y 205,543.29; (2) South eighty-six degrees forty-eight minutes nine seconds West (S 86° 48' 09" W) four hundred and seventy-nine decimal nine, zero (479.90) feet to a point X 1,197,271.57 Y 205,516.52; (3) a simple curve to the left radius six hundred and fifty-three decimal seven, one (R = 653.71) feet one hundred and twenty-six decimal one, one (126.11) feet to a point X 1,197,147.12 Y 205,497.42; (4) South seventy-five degrees forty-four minutes fifty-nine seconds West (S 75° 44' 59" W) five hundred and seventy-four decimal zero, zero (574.00) feet to a point on the easterly right-of-way line of Sassafras Drive X 1,196,590.78 Y 205,356.13; thence by and with the easterly right-of-way line of said road the following three courses: (1) a simple curve to the right radius twenty decimal zero, zero (R = 20.00) feet thirty-one decimal four, two (31.42) feet to a point X 1,196,566.47 Y 205,370.59; (2) North fourteen degrees fifteen minutes one second West (N 14° 15' 01" W) two hundred and twenty-four decimal three, zero (224.30) feet to a point X 1,196,511.26 Y 205,587.99; (3) a simple curve to the left radius three hundred and forty decimal zero, zero (R = 340.00) feet fifty-five decimal nine, five (55.95) feet to a point on the northerly boundary line of "Royal Woodlands Subdivision, Section One" X 1,196,493.10 Y 205,640.84; thence with the northerly boundary line of said lands the following three courses: (1) North seventy-five degrees forty-four minutes fifty-nine seconds East (N 75°

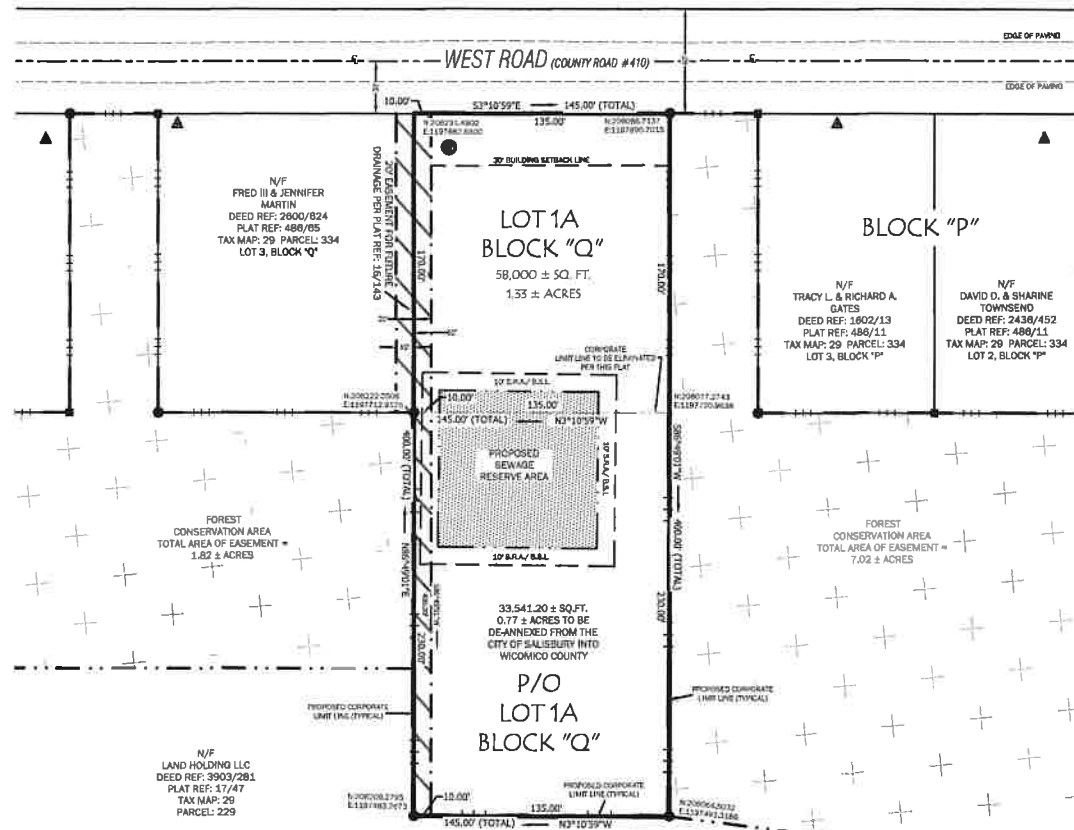
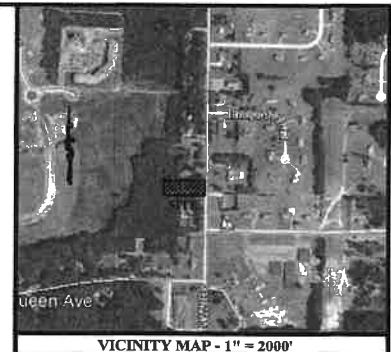
44' 59" E) six hundred and ninety decimal eight, six (690.86) feet to a point X 1,197,162.70 Y 205,810.90; (2) North eighty-six degrees forty-eight minutes nine seconds East (N 86° 48' 09" E) five hundred and seventy-two decimal one, eight (572.18) feet to a point X 1,197,733.99 Y 205,842.82; (3) South three degrees eleven minutes fifty-one seconds East (S 03° 11' 51" E) ten decimal two, six (10.26) feet to a point at the northwest corner of Lot 3, Block O of "Westside Manor Subdivision" X 1,197,734.56 Y 205,832.57; thence with the northerly boundary line of said lot North eighty-six degrees forty-nine minutes one second East (N 86° 49' 01" E) one hundred and seventy decimal zero, one (170.01) feet to a point on the westerly right-of-way line of West Road X 1,197,904.31 Y 205,842.01; thence by and with the same North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) fifty decimal zero, zero (50.00) feet to a point at the southeast corner of Block P of "Westside Manor Subdivision" X 1,197,901.53 Y 205,891.93; thence with the boundary line of said Block P the following three courses: (1) South eighty-six degrees forty-nine minutes one second West (S 86° 49' 01" W) one hundred and seventy decimal zero, zero (170.00) feet to a point X 1,197,731.79 Y 205,882.50; (2) North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) two hundred and ninety decimal zero, eight (290.08) feet to a point X 1,197,715.69 Y 206,172.12; (3) North eighty-six degrees forty-nine minutes one second East (N 86° 49' 01" E) one hundred and seventy decimal zero, zero (170.00) feet to a point on the westerly right-of-way line of West Road X 1,197,885.42 Y 206,181.56; thence by and with the same North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) fifty decimal zero, zero (50.00) feet to a point at the southeast corner of Lot 1A, Block Q of "Westside Manor Subdivision" X 1,197,882.65 Y 206,231.49; thence with the boundary line of the said Lot 1A the following three courses: (1) South eighty-six degrees forty-nine minutes one second West (S 86° 49' 01" W) four hundred decimal zero, zero (400.00) feet to a point X 1,197,483.27 Y 206,209.28; (2) North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) one hundred forty-five decimal zero, zero (145.00) feet to a point X 1,197,475.22 Y 206,354.06; (3) North eighty-six degrees forty-nine minutes one second East (N 86° 49' 01" E) two hundred thirty decimal zero, zero (230.00) feet to a point at the southwesterly corner of Lot 3, Block 'Q' X 1,197,704.86 Y 206,366.83; thence by and with the westerly and northerly lines of the said Lot 3 the following two courses: (1) North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) one hundred forty-five decimal zero, zero (145.00) feet to a point X 1,197,696.79 Y 206,512.00; (2) North eighty-six degrees forty-nine minutes one second East (N 86° 49' 01" E) one hundred and seventy decimal zero, zero (170.00) feet to a point on the westerly right-of-way line of West Road X 1,197,866.52 Y 206,521.44; thence by and with the same North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) fifty decimal zero, zero (50.00) feet to a point at the southeast corner of Block R of "Westside Manor Subdivision" X 1,197,863.75 Y 206,571.36; thence with the boundary line of said Block R the following three courses: (1) South eighty-six degrees forty-nine minutes one second West (S 86° 49' 01" W) one hundred and seventy decimal zero, zero (170.00) feet to a point X 1,197,694.01 Y 206,561.92; (2) North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) two hundred and ninety decimal zero, zero (290.00) feet to a point X 1,197,677.91 Y 206,851.47; (3) North eighty-six degrees forty-nine minutes one second East (N 86° 49' 01" E) one hundred and seventy decimal zero, zero (170.00) feet to a point on the westerly right-of-way line of West Road X 1,197,847.64 Y 206,860.91; thence by and with the same North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) fifty decimal zero, zero (50.00) feet to a point at the southeast corner of Block S of "Westside

Manor Subdivision" X 1,197,844.87 Y 206,910.83; thence with the boundary line of said Block S the following three courses: (1) South eighty-six degrees forty-nine minutes one second West (S 86° 49' 01" W) one hundred and fifty decimal zero, zero (150.00) feet to a point X 1,197,695.10 Y 206,902.51; (2) North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) four hundred and thirty decimal zero, zero (430.00) feet to a point X 1,197,671.22 Y 207,331.84; (3) North eighty-six degrees forty-nine minutes one second East (N 86° 49' 01" E) one hundred and fifty decimal zero, zero (150.00) feet to a point on the westerly right-of-way line of West Road X 1,197,820.99 Y 207,340.17; thence by and with the same North three degrees ten minutes fifty-nine seconds West (N 03° 10' 59" W) four hundred and ninety decimal seven, four (490.74) feet to a point at the northeast corner of the lands of Thomas H. Ruark, Inc. X 1,197,793.75 Y 207,830.15; thence with the northerly boundary line of said lands North seventy-five degrees nineteen minutes fifty-two seconds West (N 75° 19' 52" W) one thousand six hundred and eighty-three decimal seven, six (1,683.76) feet to a cement post at the southwest corner of the lands of Green Acres Memorial Park, Inc. X 1,196,164.87 Y 208,256.53; thence with the boundary line of said lands the following two courses: (1) North five degrees fifty-nine minutes thirty-two seconds West (N 05° 59' 32" W) one hundred and forty-nine decimal three, six (149.36) feet to a field stone X 1,196,149.28 Y 208,405.08; (2) North sixty-six degrees twenty-one minutes fifty seconds East (N 66° 21' 50" E) one thousand two hundred and forty-five decimal eight, three (1,245.83) feet to a point on the westerly right-of-way line of West Road X 1,197,290.59 Y 208,904.56; thence running with the same the following two courses: (1) North twenty-nine degrees fifty-four minutes forty-five seconds West (N 29° 54' 45" W) two hundred and fourteen decimal zero, six (214.06) feet to a point X 1,197,183.85 Y 209,090.10; (2) North thirty-four degrees thirty-six minutes seven seconds West (N 34° 36' 07" W) ninety-seven decimal four, five (97.45) feet to a point X 1,197,128.51 Y 209,170.32; thence running across West Road North thirty-three degrees forty-four minutes forty-six seconds West (N 33° 44' 46" W) four hundred and seventy decimal four, two (470.42) feet to a point on the west side of Ed Taylor Road X 1,196,867.19 Y 209,561.47; thence crossing said road and running South eighty-three degrees fifty-one minutes forty-one seconds East (S 83° 51' 41" E) ninety-eight decimal eight, seven (98.87) feet to a point on the easterly side of Ed Taylor Road X 1,196,965.49 Y 209,550.90; thence running with the lands of Westwood Development, L.L.C. the following two courses: (1) North seventy-one degrees forty-five minutes eighteen seconds East (N 71° 45' 18" E) nine hundred and ninety-four decimal four, nine (994.49) feet to a point X 1,197,909.99 Y 209,862.26; (2) North seven degrees ten minutes forty-one seconds West (N 07° 10' 41" W) six hundred and four decimal eight, one (604.81) feet to a point on the southerly side of the U.S. Route 50 Salisbury By-Pass X 1,197,834.42 Y 210,462.32; thence crossing the same and running North eight degrees thirty-nine minutes fifty-three seconds West (N 08° 39' 53" W) two hundred and ninety-six decimal two, four (296.24) feet to a point on the northerly right-of-way line of said by-pass X 1,197,789.79 Y 210,755.18; thence running with the easterly boundary line of the lands of Westwood Development, L.L.C. North twenty-six degrees thirty-four minutes thirty-three seconds West (N 26° 34' 33" W) one thousand three hundred and twenty-eight decimal seven, two (1,328.72) feet to a point on the southerly right-of-way line of West Naylor Mill Road X 1,197,195.34 Y 211,943.52; thence running generally by and with the same the following three courses: (1) South sixty-three degrees forty-two minutes thirty-five seconds West (S 63° 42' 35" W) one thousand three hundred and ninety-eight decimal six, nine (1,398.69) feet to a point X 1,195,941.33 Y 211,324.01; (2) South sixty degrees twenty-six minutes twenty seconds

West (S 60° 26' 20" W) two hundred and twenty-six decimal seven, one (226.71) feet to a point X 1,195,744.13 Y 211,212.16; (3) a simple curve to the left radius eight hundred and twenty-three decimal eight, three (R = 823.83) feet six hundred and six decimal three, zero (606.30) feet to a point X 1,195,378.25 Y 210,745.86; thence crossing the said West Naylor Mill Road and running North seventy-two degrees fifty-eight minutes twelve seconds West (N 72° 58' 12" W) fifty decimal zero, zero (50.00) feet to a point on the southerly right-of-way line of Milford Twilley Road X 1,195,330.44 Y 210,760.50; thence running generally with the southerly right-of-way line of said road the following eight courses: (1) a simple curve to the left radius sixty-one decimal zero, one (R = 61.01) feet ninety decimal two, one (90.21) feet to a point X 1,195,295.27 Y 210,834.81; (2) North sixty-seven degrees forty-one minutes eleven seconds West (N 67° 41' 11" W) eighty-three decimal eight, five (83.85) feet to a point X 1,195,217.70 Y 210,866.65; (3) a simple curve to the left radius two hundred and forty-seven decimal eight, five (R = 247.85) feet two hundred and nine decimal one, six (209.16) feet to a point X 1,195,014.80 Y 210,860.04; (4) South sixty-three degrees fifty-seven minutes thirty-five seconds West (S 63° 57' 35" W) one hundred and eighty-eight decimal seven, two (188.72) feet to a point X 1,194,845.24 Y 210,777.20; (5) South seventy-seven degrees nineteen minutes thirty-five seconds West (S 77° 19' 35" W) forty-three decimal two, six (43.26) feet to a point X 1,194,803.04 Y 210,767.71; (6) South sixty-three degrees fifty-seven minutes thirty-six seconds West (S 63° 57' 36" W) one hundred and four decimal seven, seven (104.77) feet to a point X 1,194,708.90 Y 210,721.71; (7) a simple curve to the left radius eight hundred and ninety-five decimal zero, zero (R = 895.00) feet three hundred and nineteen decimal six, one (319.61) feet to a point X 1,194,452.59 Y 210,533.64; (8) South forty-three degrees twenty-nine minutes fifty-eight seconds West (S 43° 29' 58" W) nine hundred and ninety-nine decimal three, nine (999.39) feet to a point on the northerly right-of-way line of the U.S. Route 50 Salisbury By-Pass X 1,193,764.66 Y 209,808.70; thence running across said by-pass South thirty-five degrees thirty-eight minutes twenty-one seconds West (S 35° 38' 21" W) four hundred and seventy-two decimal four, two (472.42) feet to a point on the southerly right-of-way line of the U.S. Route 50 Salisbury By-Pass X 1,193,489.40 Y 209,424.76; thence running by and with the same the following two courses: (1) South twenty-eight degrees forty-two minutes forty-seven seconds West (S 28° 42' 47" W) four hundred and ninety-two decimal one, one (492.11) feet to a point X 1,193,252.98 Y 208,993.17; (2) South eight degrees nineteen minutes twelve seconds West (S 08° 19' 12" W) one hundred and ten decimal zero, seven (110.07) feet to a point on the easterly right-of-way line of U.S. Route 50 X 1,193,237.05 Y 208,884.25; thence running generally with the easterly right-of-way line of said U.S. Route 50 the following six courses: (1) South seventeen degrees thirty-seven minutes eleven seconds East (S 17° 37' 11" E) four hundred and fourteen decimal two, four (414.24) feet to a point X 1,193,362.44 Y 208,489.45; (2) South twenty degrees thirty-six minutes thirty-seven seconds East (S 20° 36' 37" E) one thousand one hundred and fifty-one decimal one, three (1,151.13) feet to a point X 1,193,767.65 Y 207,411.99; (3) South twenty-two degrees five minutes thirty-seven seconds East (S 22° 05' 37" E) forty-one decimal eight, two (41.82) feet to a point X 1,193,783.38 Y 207,373.24; (4) South twenty-two degrees four minutes forty-seven seconds East (S 22° 04' 47" E) seven hundred decimal one, six (700.16) feet to a point X 1,194,046.57 Y 206,724.43; (5) South twenty-three degrees nine minutes fifteen seconds East (S 23° 09' 15" E) two hundred and sixty-two decimal seven, six (262.76) feet to a point X 1,194,149.89 Y 206,482.83; (6) South twenty-three degrees twenty-eight minutes fifty-three seconds East (S 23° 28' 53" E) forty-eight decimal eight, four (48.84)

feet to a cement post at the southwest corner of "Westwood Commerce Park, Phase IB" X 1,194,169.35 Y 206,438.04; thence by and with the southerly boundary line of said lands North fifty-eight degrees forty-five minutes forty-nine seconds East (N 58° 45' 49" E) one thousand two hundred and ten decimal one, seven (1,210.17) to a point at the northwest corner of "Sassafras Meadows Subdivision, Phase I" X 1,195,204.09 Y 207,065.60; thence by and with the boundary line of said lands the following three courses: (1) South thirty-one degrees six minutes fifty-five seconds East (S 31° 06' 55" E) two hundred and sixteen decimal five, four (216.54) feet to a point X 1,195,315.99 Y 206,880.21; (2) South fifty-eight degrees fifty-three minutes five seconds West (S 58° 53' 05" W) sixty-four decimal three, five (64.35) feet to a point X 1,195,260.90 Y 206,846.95; (3) South thirty-four degrees twenty-six minutes fifty-five seconds East (S 34° 26' 55" E) one thousand nine hundred and thirty-six decimal four, zero (1,936.40) feet to a point on the southerly right-of-way line of Queen Avenue X 1,196,356.26 Y 205,250.14; thence running by and with the same the following eight courses: (1) North seventy-five degrees forty-four minutes fifty-nine seconds East (N 75° 44' 59" E) four hundred and forty decimal eight, nine (440.89) feet to a point X 1,196,783.59 Y 205,358.67; (2) South nineteen degrees forty-two minutes fifty-four seconds East (S 19° 42' 54" E) five decimal zero, two (5.02) feet to a point X 1,196,785.28 Y 205,353.94; (3) North seventy-five degrees forty-four minutes fifty-nine seconds East (N 75° 44' 59" E) two hundred and sixty-seven decimal four, three (267.43) feet to a point X 1,197,044.48 Y 205,419.77; (4) South nineteen degrees eleven minutes seven seconds East (S 19° 11' 07" E) two decimal one, zero (2.10) feet to a point X 1,197,045.17 Y 205,417.78; (5) North seventy-five degrees forty-one minutes forty-four seconds East (N 75° 41' 44" E) one hundred and thirty-nine decimal five, seven (139.57) feet to a point X 1,197,180.41 Y 205,452.26; (6) a simple curve to the right radius four hundred and ninety decimal four, seven (R = 490.47) feet ninety-five decimal two, seven (95.27) feet to a point X 1,197,274.43 Y 205,466.72; (7) North eighty-six degrees forty-nine minutes nine seconds East (N 86° 49' 09" E) six hundred and twenty-nine decimal seven, four (629.74) feet to a point X 1,197,903.20 Y 205,501.67; (8) a simple curve to the right radius twenty decimal zero, zero (R = 20.00) feet thirty-one decimal four, two (31.42) feet to a point on the westerly right-of-way line of West Road X 1,197,924.28 Y 205,482.81; thence running by and with the westerly right-of-way line of said road the following ten courses: (1) South three degrees ten minutes fifty-nine seconds East (S 03° 10' 59" E) one thousand two hundred and eighty-seven decimal eight, two (1,287.82) feet to a point X 1,197,995.79 Y 204,196.98; (2) North seventy-eight degrees forty-two minutes one second East (N 78° 42' 01" E) five decimal zero, five (5.05) feet to a point X 1,198,000.74 Y 204,197.97; (3) South three degrees ten minutes fifty-nine seconds East (S 03° 10' 59" E) one thousand eight hundred and ten decimal one, seven (1,810.17) feet to a point X 1,198,101.25 Y 202,390.59; (4) North sixty-seven degrees twenty-four minutes four seconds East (N 67° 24' 04" E) three decimal seven, one (3.71) feet to a point X 1,198,104.67 Y 202,392.01; (5) South three degrees ten minutes fifty-nine seconds East (S 03° 10' 59" E) four hundred and twenty-six decimal eight, seven (426.87) feet to a point X 1,198,128.37 Y 210,965.80; (6) South sixty-seven degrees twenty-six minutes four seconds West (S 67° 26' 04" W) one decimal zero, six (1.06) feet to a point X 1,198,127.40 Y 201,965.39; (7) South three degrees ten minutes fifty-nine seconds East (S 03° 10' 59" E) one hundred and forty-four decimal eight, five (144.85) feet to a point X 1,198,135.44 Y 201,820.77; (8) South four degrees five minutes forty-five seconds East (S 04° 05' 45" E) sixty-two decimal seven, six (62.76) feet to a point X 1,198,139.92 Y 201,758.17; (9) South three degrees ten minutes fifty-nine seconds

East (S 03° 10' 59" E) two hundred and twenty-three decimal seven, one (223.71) feet to a point X 1,198,152.34 Y 201,534.81; (10) South twenty-two degrees forty minutes twenty-nine seconds East (S 22° 40' 29" E) two thousand five hundred and ninety-seven decimal one, two (2,597.12) feet to a point on the Corporate Limit X 1,199,153.52 Y 199,138.43; thence running by and with the Corporate Limit the following two courses: (1) North twenty-eight degrees twenty-four minutes fifty-eight seconds East (N 28° 24' 58" E) sixty-five decimal one, zero (65.10) feet to a point X 1,199,184.50 Y 199,195.68; (2) North twenty-two degrees thirty-nine minutes thirty-four seconds West (N 22° 39' 34" W) nine hundred and forty-four decimal zero, five (944.05) feet to the point of beginning and containing 434.746 acres all of which are the lands of Thomas H. Ruark, Inc., Westwood Development, LLC (formerly known as H & R Pepsi, LLC), Windsor Development, LLC, The State of Maryland to the use of the Department of Labor, Licensing and Regulation, H & S Properties, Inc., The Westwood Owner's Corporation, Stock Building Supply, Inc., Ferguson Enterprises, Inc., Sassafras Meadows Homeowners Association, Inc., Shelley Doane-Dashiell, Jesse Darnell Allen and Denise Parker Allen, Thomasine and Bernard Graham, Sr., Darlene F. M. Hanlon, Brian K. and Nicole L. Hunger, Jennifer L. and Thomas J. Donahue, III, Lora A. Collins, Brian Richard Price, Shelley Terrelle Hearn, James E. Booth, Loretta E. Savoy, Gloria J. Littleton and Michael and Davina Campbell, the roadbeds of Westwood Drive, Exchange Court and Sassafras Drive and portions of West Road, Queen Avenue, Ed Taylor Road, West Naylor Mill Road, U.S. Route 50 Salisbury By-Pass, Marquis Avenue and Jim Morton Drive. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.



LEGEND

●	= PROPOSED WELL
■	= CONCRETE MARKER FOUND
○	= IRON PIPE TO BE PLACED
▲	= EXISTING WELL

- GENERAL NOTES**
- The property shown herein is currently owned by: Blamar Properties, LLC (Lot 1, Block "Q")
C/O Daniel Carbin
6569 Loudon Court
Salisbury, Maryland 21801
(410)943-2181
 - Deed reference: 2972/04 (Blamar Properties, LLC)
 - Plat reference: 16/04, 17/47 (Rectified Corrected Plat)
 - Total number of lots = 1
 - Total area of property = 1.33 ± acres, 58,000 ± sq.ft.
 - The present zoning of this property is R-9 (Residential) (Wicomico County).
 - The proposed zoning to be applied is Wicomico County R-8 (Residential).
 - This property are located within G.P.R. Management Zone B-1.
 - No site report was provided for our use, therefore this Corrected Annexation Survey is subject to any encumbrances, restrictions, easements and/or rights of way that might be revealed by a thorough title search.
 - All coordinates shown hereon this plat are based on MD State Grid NAD 1927.
 - Proposed Sewage Reserve Area: 90' x 90', 8,100 ± sq.ft., 25 min per inch, 600 gpd, 18" standard trench, 4 bedrooms max



PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND LICENSE NUMBER 21183, RENEWAL DATE JULY 24, 2020.

BROCK E. PARKER _____ DATE _____

REVISIONS

DATE	REV.	BY
10/11/2018	MAM	

CORRECTED ANNEXATION PLAT OF
"THE CORRECTED PLAT OF THE RESUBDIVISION PLAT OF PARCEL A THE LANDS OF LAND HOLDING, LLC & LOT 1, BLOCK "Q," "WESTSIDE MANOR" SUBDIVISION THE LAND OF BLAMAR PROPERTIES, LLC"

CITY OF SALISBURY & WICOMICO COUNTY
 SALISBURY ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

SCALE 1" = 50' DATE 08/28/2018 TAX MAP 29

PROJECT 229 & 334

FILE NO. S1311C-ANNEXATION	JOB NO. S1311C	DRAWN BY MAM	SCALE 229 & 334
----------------------------	----------------	--------------	-----------------

SURVEYING
PARKER & ASSOCIATES
 INC.
 CIVIL ENGINEERING SITE PLANNING

Oct 24, 2018 9:10am

RESOLUTION NO. 1447

A RESOLUTION of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land situate contiguous to and binding upon the Westerly corporate limit of the City of Salisbury, to be known as the "West Road - Westwood and Sassafras Annexation" being an area located on the North side of Queen Avenue and the West side of West Road, including a portion of West Road and Queen Avenue.

WHEREAS the City of Salisbury has received a petition to annex, 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, and being located on the Northerly side of Queen Avenue and Westerly side of West Road, including a portion of West Road and Queen Avenue, said parcel being contiguous to and binding upon the Westerly corporate limit of the City of Salisbury;

WHEREAS the City of Salisbury has caused to be made a certification of the signatures on said petition to 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 September 25, 2006, as will more particularly appear by the certification of W. Clay Hall, Surveyor, of the City of Salisbury, attached hereto; and

WHEREAS it appears that the petition meets all the requirements of the law.

SECTION 1. 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 said City all that parcel of land together with the persons residing therein and their property, contiguous to and binding upon the Northerly side of Queen Avenue and the Westerly side of West Road, including a portion of West Road and Queen Avenue, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

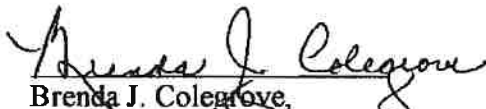
SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the annexation of the said area be made subject to the terms and conditions in Exhibit "B" and "C" attached hereto and made a part hereof.


SECTION 3. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT the Council hold a public hearing on the annexation hereby proposed on December 11, 2006, at 6:00 o'clock p.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 four (4) times at not less than weekly intervals, in a newspaper of general circulation in the City of Salisbury, of the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT this resolution shall take effect upon the expiration of

forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code.

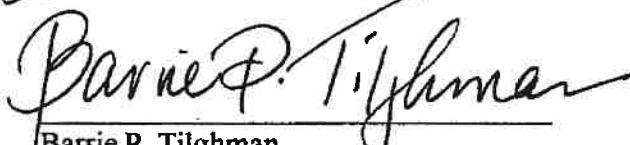
The above resolution was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 9th day of October, 2006, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on this 11th day of December, 2006.

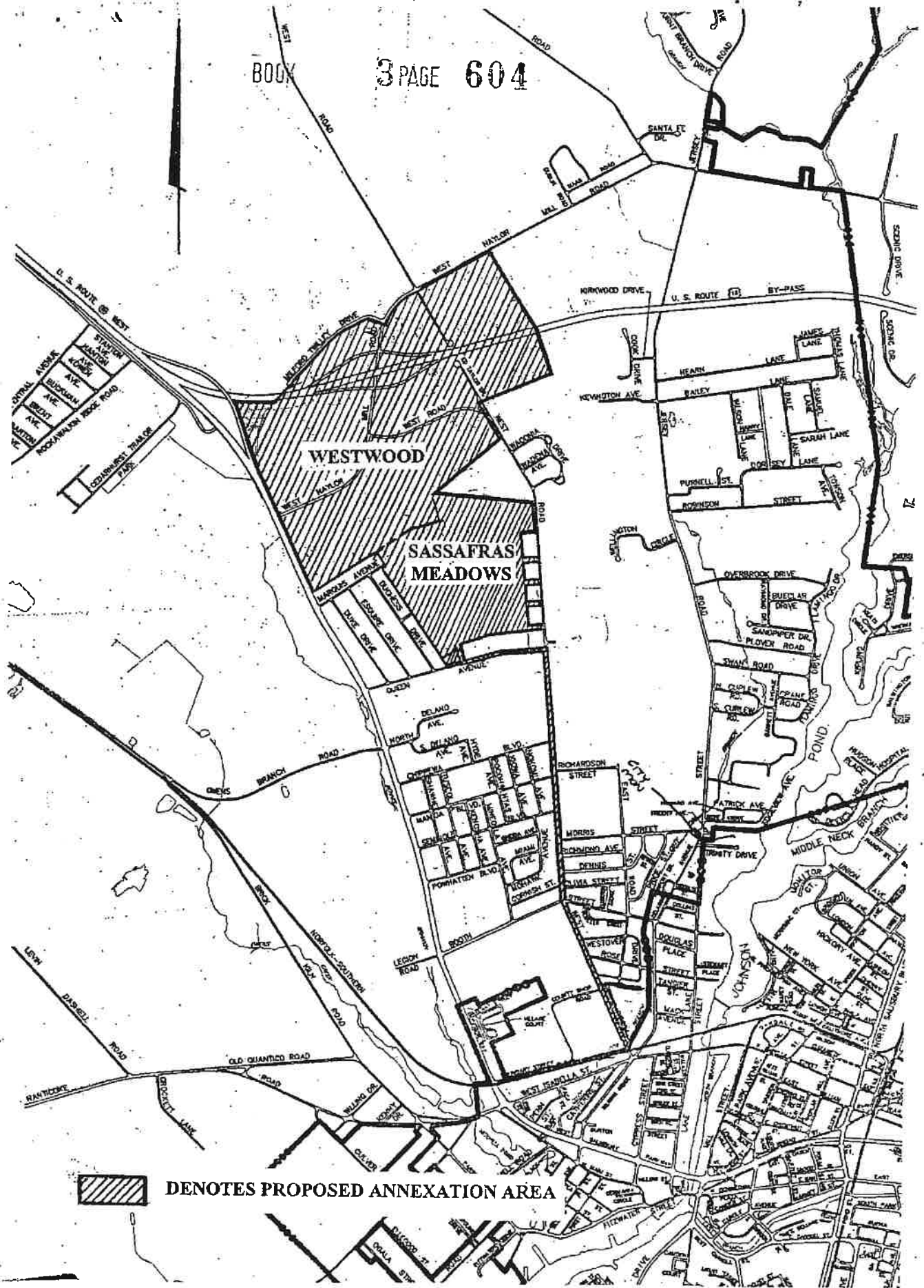

Brenda J. Colegrove,
City Clerk


Michael P. Dunn,
Council President

APPROVED BY ME this 15th day of

December 2006.


Barrie P. Tilghman,
Mayor of the City of Salisbury



**WEST ROAD - WESTWOOD & SASSAFRAS
PROPOSED ANNEXATION**

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development *AP*
Date: February 6, 2019
Re: Chesapeake Bay Trust Cooperative Agreement

The Department of Infrastructure and Development has met with the Chesapeake Bay Trust (CBT) to discuss a partnership opportunity to implement stormwater projects. CBT has a grant management program to implement stormwater projects on behalf of jurisdictions. This program will supplement the work performed by the City for stormwater related projects and initiatives. Attached are two documents issued by CBT regarding this program:

1. About the Chesapeake Bay Trust Third-Party Grantmaker
2. Value of Citizen Outreach, Education, and Engagement through Non-Profit Organization in WIP implementation

Through this program, CBT will solicit for project proposal on behalf of the City. The City will determine the level of funding that it can commit to fund project in each budget year. Project proposals will include a detailed timeline, budget and partner responsibilities. Typically, most grants are complete between 18 and 36 months. Projects must reduce nutrient and sediment loads to the Bay and directly support state and/or local restoration milestones and goals. Best Management Practices (BMPs) must be approved by the Chesapeake Bay Program. Proposed projects may occur on any type of land ownership (private, commercial private, community- owned, non-profit, and government-owned), however, the project sites must be protected under a long-term protection agreement.

The program is a benefit to the City to implement projects without a heavy burden on staff resources. Additionally, the City's funds may be supplemented with CBT grants if there are proposals received that rank highly but are beyond the City's ability to fund.

We met with a representative from Anne Arundel County about their use of the program and received positive feedback. Anne Arundel County is funding approximately one million dollars in projects through this program annually. They provided the attached information regarding the actual cost savings with this project delivery method versus a traditional project delivery method.

Attached is a Cooperative Agreement with CBT. The amount of the annual funding would be established annually as part of the annual budget process. Initially, \$50,000 is recommended to fund this program in the FY20 budget from the Stormwater Utility. Additionally, attached is a Resolution to authorize the Mayor to sign the Cooperative Agreement. Unless you or the Mayor has further questions, please forward a copy of this memo, the Resolution and the Agreement to the City Council.



About the Chesapeake Bay Trust Third-Party Grantmaker May 10, 2016

Value of the Trust as a Grantmaking Partner

The Chesapeake Bay Trust is a nonprofit, grant-making organization created in 1985 by the Maryland General Assembly as an independent state agency. Our goal is support the restoration, protection, and citizen stewardship of the local watersheds of the Chesapeake through grant programs, special initiatives, and partnerships. Throughout our history, the Trust has managed over \$80 million through over 13,000 grants to fund stormwater projects, urban tree planting, living shorelines, educational experiences, and other projects. We have a strong record of funding in local jurisdictions through groups such as highly technical watershed organizations; community development corporations that undertake technically advanced projects such as green street redesign and implementation; religious institutions, neighborhood associations, and schools; and local governments themselves.

The Chesapeake Bay Trust can help local jurisdictions administer projects and programs to help the counties meet Watershed Implementation Plan (WIP) goals in conjunction with the new stormwater utility fee. We have established a system of strong and efficient grant management, both in the fiscal realm and the technical assistance realm, and are ranked in the top 1% of charities by Charity Navigator, which uses efficiency as one measure. For this reason, the number of funding partners whose resources are managed by the Trust has sharply increased over the past five years, with currently over \$7 million per year in partner support under management, including federal (U.S. Environmental Protection Agency, National Oceanic Atmospheric Administration), state (Maryland Department of the Environment, Maryland Department of Natural Resources, State Highway Administration) and local (Charles, Anne Arundel, Prince George's, and Montgomery Counties and the Cities of Baltimore and Gaithersburg) resources. We leverage these partnership resources with those from the Treasure the Chesapeake license plate program, the Chesapeake and Endangered Species Fund tax-checkoff, and other sources of revenue. Advantages of engaging the Trust as a partner include:

- Lower administrative costs and higher efficiencies because grant-making and tracking systems
- Leveraging of additional resources, such as those from the Treasure the Chesapeake license plate program
- Technical and organizational assistance
- Advancement of funding to enable grantees to initiate projects prior to reimbursement
- Flexibility and experience to act as both a grant-maker and a contract manager (for, for example, provision of technical assistance or equipment coordination)
- Status of the Trust as an independent state agency as well as a non-profit organization, which enables us to freely enter into MOUs and contracts with government entities but also deftly manage procurement processes.

The Problem

Engaging non-profit organizations in the stormwater restoration process is imperative for two reasons:

- 1) WIP credit: Technically advanced non-profit groups can be an important tool in aiding local jurisdictions complete small-, medium-, and large-scale projects that result in real nutrient

reduction credits that will be “counted” by local jurisdictions in meeting WIP goals and avoiding penalties.

- 2) Public support and understanding: Non-profit groups often have the strongest connections and can be valuable messengers to the public through their memberships and public events.

However, establishing incentive programs such as grant programs and technical assistance delivery from scratch can be time-consuming and costly.

The Solution

A local jurisdiction can engage non-profit organizations, reach citizens through these organizations to maintain public understanding and support, and accomplish real, on-the-ground nutrient and sediment reduction through engagement of an organization that specializes in grant and other incentive programs and therefore already has systems already in place. From a grant decision perspective, our funding partners are offered the ability to be involved at any step along the way in the grant-making process, from program development to outreach to project review, to ensure project quality. From a staff/overhead perspective, because the Trust already has the grant processes in place and technical staff to lead outreach, overall management costs should be lower than those incurred by a local jurisdiction in developing these processes anew. In addition, the Trust has experience with direct project management, in which our staff will directly lead restoration projects (through design, procurement, contracting, and construction phases) and “train” a non-profit partner in the process, increasing capacity of that partner to manage their own projects in the future. We have had a Capacity Building Initiative for over ten years in which we focus on and increase the abilities of organizations to accomplish certain goals. Therefore, the Trust can offer grant-making, technical assistance, and project management services to the solution.

**Value of Citizen Outreach, Education, and Engagement
through Non-Profit Organizations
in WIP implementation
Chesapeake Bay Trust**



The Maryland legislature passed a law in 2012 that requires the largest counties and the City of Baltimore to implement stormwater utility fees to raise funds for the WIP implementation. Counties face many challenges in implementing this law, including developing the fee structure and schedule, determining capacity of staff and contractors to accomplish the work, and managing public understanding and opinion of what could be a significant fee for citizens. Local non-profit and other organizations may be able to play a role in helping with some of these challenges.

Benefits of Engaging Local Non-Profit Organizations

Engaging local non-profit groups and citizens in the WIP restoration effort can accomplish three main objectives:

- 1) **Sustainable support for county initiatives and the county fee:** Many believe that the public may not fully understand the ramifications of this new law, and that opposition could develop either immediately after fee implementation or in future years if the public is not made aware of outcomes from the new fee. Engaging local non-profit organizations like homeowners associations or watershed groups, who often reach a significant percentage of the population in a given county through their programs, can help educate the county's citizens about the law and the fee, and connect them to visible outcomes on the ground that the public perceives as a benefit (e.g., trees in parks, cleaner neighborhoods, litter removal.) This support will allow county staff to focus more time on implementation and less on managing opposition.
- 2) **Message Delivery:** Approximately 95% of the land in the watershed is privately owned. In order to accomplish WIP goals, a significant amount of activity on private property will have to occur. Messages to the private citizenry may often best be carried by local governments; however, in some cases, a message delivered by a non-profit entity could be better received. Engaging the non-profit community in the effort will allow multiple options in message delivery.
- 3) **WIP implementation:** While most of the WIP goals will likely be met through large-scale county-led capital projects, county staff may not be able to tackle it all. Engaging other partner groups could significantly help in managing the load of projects, especially smaller-scale projects or projects that rely on the engagement of individual citizens. In some counties, watershed organizations have become technically advanced and have been managing million-dollar scale restoration projects. Engaging these types of groups and increasing their capacity to help with restoration projects that "count" can take some of the burden off county staff.

These values of engaging citizens and communities are significant. Most MS4 permits require permit holders to implement citizen outreach programs for this reason.

Structure of the Solution

One transparent, fair way to engage local non-profit groups and deliver resources to them (and a way that is consistent with many counties' procurement policies) is through open, competitive grant programs. Using such a method, any local non-profit group would be eligible to receive resources, and the criteria they must meet in order to be awarded resources would be clearly published. The new stormwater utility law allows counties to meet a portion of their WIP obligations through making grants to non-profit partners in their jurisdictions.

However, managing these programs is time-consuming and can be costly. County staff will be tasked with managing large-scale restoration projects to meet WIP goals, and may not have additional bandwidth to manage a grant program and all the steps required (reviewing proposals, crafting contracts/grant awards, managing status reports, distributing funds, reviewing final report compliance, managing extension requests, etc.) Counties instead may find cost-efficiencies in using the infrastructure of an already existing entity that specializes in grant management.

The Trust has developed a system of grant-making and grant-management that can be applied to this issue. Because the Trust already has the grant processes in place and technical staff to lead outreach and oversee project management, overall costs should be lower than those incurred by the County in developing these processes anew. In addition, the Trust has experience with direct project management, in which our staff will directly lead restoration projects (through design, procurement, contracting, and construction phases) and "train" a non-profit partner in the process, increasing capacity of that partner to manage their own projects in the future. Therefore, the Trust can offer both grant-making and project management services to the solution. County staff would be welcome to be involved at any step along the way in the grant-making process to ensure project quality, from development of grant criteria to project review.

1 RESOLUTION NO. _____
2

3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE
4 MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CHESAPEAKE
5 BAY TRUST TO ADMINISTER A GRANT PROGRAM TO IMPLEMENT STORMWATER
6 PROJECTS AND PROGRAMS.
7

8 WHEREAS, the City has a Small Municipal Separate Storm Sewer System (MS4) Phase
9 II General Discharge Permit in which the City must comply with the Six Minimum Control
10 Measures and the Impervious Area Restoration efforts; and
11

12 WHEREAS, the State of Maryland has issued Watershed Implementation Plan goals and
13 Total Maximum Daily Load goals; and
14

15 WHEREAS, the City implemented a Stormwater Utility to provide funding for
16 improvements to the storm drainage system and compliance with the MS4 permit and State water
17 quality goals; and
18

19 WHEREAS, pursuant to City Code Chapter 13.30, the City administers the Stormwater
20 Utility Fee to fund projects to improve/reduce impacts of stormwater; and
21

22 WHEREAS, the Chesapeake Bay Trust, a nonprofit entity established by the Maryland
23 General Assembly in 1985 to promote public awareness and participation in the restoration and
24 protection of the water quality, aquatic and land resources of the Chesapeake Bay, and other
25 aquatic and land resources of the State, is authorized to contract with other units of government;
26 and
27

28 WHEREAS, the Chesapeake Bay Trust has developed a grant management process and
29 possesses the technical, financial and managerial capacity to assist the City with the timely and
30 appropriate commitment and expenditure of funds to expedite the implementation of the City's
31 stormwater goals and regulatory requirements; and
32

33 WHEREAS, the Department of Infrastructure and Development has evaluated the
34 opportunity to partner with the Chesapeake Bay Trust through a Cooperative Agreement and has
35 determined it to be an effective way to implement outreach and restoration projects and
36 programs; and
37

38 WHEREAS, funding of the Cooperative Agreement would be made on an annual basis as
39 part of the City Budget contingent upon allocation of funds approved by Council; and
40

41 WHEREAS, the Mayor and Council have determined that it is in the public interest that
42 the City enter into such an agreement and the Chesapeake Bay Trust has agreed to perform the
43 work described in the attached Cooperative Agreement and to be bound by the terms contained
44 within it.
45

46 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury,
47 Maryland does hereby authorize the Mayor to sign the attached Cooperative Agreement with the
48 Chesapeake Bay Trust for the betterment of the City and its residents.

49
50 THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of
51 the Council of the City of Salisbury held on this ____ day of _____, 2019 and is to
52 become effective immediately upon adoption.

53
54 ATTEST:

55
56 _____
57 Kimberly R. Nichols, City Clerk

56 _____
57 John R. Heath, President
58 Salisbury City Council

59 APPROVED BY ME THIS:

60
61 _____ day of _____, 2019

62
63 _____
64 Jacob R. Day, Mayor

Chesapeake Bay Trust – City of Salisbury Cooperative Agreement

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“The Agreement”),
entered into this ____ day of _____, 2019, by and between the

CITY OF SALISBURY, MARYLAND
125 N. DIVISON STREET
SALISBURY, MARYLAND 21801
(A Body Corporate and Politic, “the Jurisdiction”)

and

CHESAPEAKE BAY TRUST
60 WEST STREET, SUITE 405
ANNAPOLIS, MARYLAND 21401

(“The Trust”)

WHEREAS, the Jurisdiction and the Trust share the common goal of improving water quality in the Jurisdiction’s tributaries and to make progress on environmental restoration efforts to meet the Jurisdiction’s load reductions goals and requirements, by encouraging outreach and education, and by enhancing public awareness about the benefits of restoration through installation of best management practices; and

WHEREAS, pursuant to City Code Chapter 13.30, the Jurisdiction administers the Stormwater Utility Fee, used for projects to improve/reduce impacts of stormwater; and

WHEREAS, the Trust, a nonprofit entity established by the Maryland General Assembly in 1985 to promote public awareness and participation in the restoration and protection of the water quality, aquatic and land resources of the Chesapeake Bay, and other aquatic and land resources of the State, is authorized to contract with other units of government, including the Jurisdiction; and

WHEREAS, the Trust has developed a grant management process and possesses the technical, financial and managerial capacity to assist the Jurisdiction with the timely and appropriate commitment and expenditure of funds to expedite the implementation of Jurisdiction stormwater goals; and

WHEREAS, the Trust has a governance and oversight structure with formal representation from the local government, State natural resource agencies, and the Maryland General Assembly, and utilizes independent technical review committees to review proposals and recommend awards made through its competitive grant programs; and

WHEREAS, the Jurisdiction has chosen the Trust, and the Trust has agreed to perform the work described herein and to be bound by the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. SCOPE OF WORK

The Trust proposes to work in partnership with the City of Salisbury's Department of Infrastructure and Development to administer projects and programs to help the Jurisdiction meet Watershed Implementation Plan (WIP) goals, Total Maximum Daily Load (TMDL) goals and impervious restoration goals in conjunction with the Small Municipal Separate Storm Sewer System (MS4) Phase II General Discharge Permit. Projects and programs will be administered through grants to engage nonprofit organizations in the process to expand the partnership base for implementing best management practices in urbanized areas. Nonprofit organizations can help both with outreach and restoration. A grant program serves as a transparent and fair way to determine which nonprofit entities would be good partners, which propose competitive alternatives for restoration, and which can work most optimally with communities.

The Trust, through this Agreement, will develop a grant program to solicit outreach, education, and restoration projects for the Jurisdiction. To this end, the Trust shall perform the work and provide the services described in the SCOPE OF WORK, attached hereto as "APPENDIX A" and the BUDGET SCHEDULE, attached hereto as "APPENDIX B," all of which are expressly incorporated herein and made a part of this Agreement.

ARTICLE II. CONSIDERATION AND METHOD OF PAYMENT

In consideration for the work performed and services provided by the Trust, in the first year, (as approved by Jurisdiction Council and adopted in the budget year) the Jurisdiction shall provide funding not to exceed fifty thousand dollars (\$50,000.00) for the first year of the agreement. The Trust understands that availability of funds in the second through 5th years of the agreement is subject to Jurisdiction approval. The Jurisdiction may provide additional funds to the Trust for administration upon written approval by both parties of a new budget.

The Trust will request reimbursement from the Jurisdiction in the form of invoices (either quarterly or monthly) in writing, each accompanied by a status report. The Jurisdiction and the Trust agree that the budget and payment schedule will not to exceed ceiling amounts stated on any given fiscal year of this agreement. A standard billing format shall be followed including, but not limited to, reference to the name of the grant and any Agreement Identifying Number. The Jurisdiction will process invoices for payment within 30 days.

The Trust agrees to follow a cost accounting practice, which is in accordance with the standards, principles, and procedures in Code of Maryland Regulation (COMAR) 21.09 and uniform accounting practices of the profession, as acceptable to the Jurisdiction.

ARTICLE III. TERM AND RENEWAL

Subject to approval of the availability of funds by Jurisdiction, the Agreement Period shall be from July 1, 2019, through June 30, 2024, allowing for 3 years of provision of grant resources through 3 annual grant cycles and two additional years to allow grantees to complete the grant projects. This agreement shall be renewable for one additional term of five (5) years upon written agreement by both parties. It is contemplated that successful completion of this

Agreement may lead to funding for subsequent grant and/or project cycles under separate Cooperative Agreements.

ARTICLE IV. AGREEMENT REPRESENTATIVES

The following individuals shall have authority to act under this Agreement for their respective parties:

Jurisdiction: Mayor Jacob R. Day
City of Salisbury
410-548-3100
jday@salisbury.md

Trust: Jana Davis, Ph.D.
Executive Director
Chesapeake Bay Trust
410-974-2941 x100
jdavis@cbtrust.org

ARTICLE V. KEY PERSONNEL

The parties agree that the following named individuals are considered to be essential to the work being performed hereunder and are designated as key personnel who shall be made available to the full extent required to carry out the work under this Agreement:

Jurisdiction Amanda H. Pollack, P.E.
Director, Department of Infrastructure and
Development
City of Salisbury
410-548-3170
apollack@salisbury.md

Trust: Sadie Drescher
Director, Restoration Programs
Chesapeake Bay Trust
410-974-2941 x105
sdrescher@cbtrust.org

Should these individuals become unavailable during the period of performance, personnel of equivalent capability shall be assigned to complete the work related to this Agreement. Any such substitutions shall require prior written approval by the Jurisdiction, which approval may be denied by the Jurisdiction at its sole discretion, but shall not be unreasonably denied. Should the Trust be unable to provide substitutes acceptable to the Jurisdiction, the Jurisdiction may terminate this Agreement, or at its option, negotiate with the Trust for an acceptable modification in the work and/or payment under the Agreement relative to the loss of such key personnel.

ARTICLE VI. MERGER

This Agreement, all exhibits and approved modifications hereto (hereinafter referred to

collectively as “Agreement Documents”), embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference. The Trust’s performance of any work under the Agreement constitutes the Trust’s acceptance of all of the Agreement Documents.

ARTICLE VII. AMENDMENT

Only a writing executed by both parties may amend this Agreement.

ARTICLE VIII. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Maryland.

ARTICLE IX. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to: (1) provide a benefit to any third party; (2) operate in any way as a promise, covenant, warranty, or other assurance to any third party; or (3) create any obligation to any third party.

ARTICLE X. INDEMNIFICATION

The Trust shall indemnify, defend, and hold harmless the Jurisdiction, its officers, directors, agents and employees (each, including the Jurisdiction, a “Covered Person”) from and against any and all pending or threatened claims, losses, liabilities, litigation, damage, penalty, expense and demands of every kind and nature whatsoever (any of the foregoing a “Loss”), including, without limitation, the costs as and when incurred of defending any such Loss, and including, without limitation, reasonable attorneys’ fees and disbursements therefore, incurred by a Covered Person resulting from or arising in connection with the performance of this Agreement, caused in part or in whole by any negligent or willful act or omission of the Trust, its officers, agents, employees or representatives. The Trust expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Jurisdiction as herein provided. The Jurisdiction does not waive any right or defense, or forebear any action, in connection herewith.

ARTICLE XI. ACCOUNTING

- A. *Retention of Records.* The Trust shall retain and maintain all records and documents relating to this Agreement for three (3) years after final payment or any applicable statute of limitations, whichever is longer. Records and documents relating to this Agreement shall include, but not be limited to, all documentation prepared by or for the Grantees and rebate recipients in connection with the completion of their Stormwater Management Retrofit and Rain Check Rebate Projects.
- B. *Audit.* The Trust shall make available for inspection all records and documents relating to this Agreement upon request of the Jurisdiction. All records and documents relating to this Agreement are subject to audit by the Jurisdiction or an authorized representative of the Jurisdiction. The Trust shall promptly grant access to its facilities to authorized

Jurisdiction representative(s) for review of documents, information and interviews of Trust personnel. The Trust will provide to the Jurisdiction upon request copies of any invoices, records, timesheets, work logs, contracts, or any other documents or information needed in order for the Jurisdiction to comply with State or federal reporting and audit requirements.

C. *Payment.* Payments to the Trust shall be made in accordance with the terms of the Agreement.

ARTICLE XII. TERMINATION

A. *Termination for Default*

The Jurisdiction reserves the right to terminate this contract should the Trust default in its responsibilities under this agreement. Any remaining unencumbered funds will be returned to the Jurisdiction within sixty days (60) of the termination by default date.

B. *Termination by Convenience*

The Jurisdiction at its sole discretion can terminate this contract upon a ninety (90) day notice to the Trust. The Jurisdiction will fulfill its financial obligations for costs incurred and encumbrances made by the Trust covering the period up to the termination date. The Trust at its own discretion can terminate this contract upon a ninety (90) day notice to the Jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement by causing the same to be signed by their duly authorized representatives on the day and year first above written.

City of Salisbury, Maryland

WITNESS

Mayor Jacob R. Day
Salisbury, Maryland

Date:

Approved as to Legal Sufficiency

Office of Law

Date:

CHESAPEAKE BAY TRUST

Date: _____

WITNESS

Jana Davis, Ph.D.
Executive Director
Chesapeake Bay Trust

APPENDIX "A"
COOPERATIVE AGREEMENT BETWEEN SALISBURY, MARYLAND, AND
CHESAPEAKE BAY TRUST
SCOPE OF WORK

I. Project Goal

The goal of this Agreement is to implement stormwater restoration and outreach projects that will help the Jurisdiction meet its Watershed Implementation Plan goals, Total Maximum Daily Load goals and impervious restoration goals in conjunction with the Small Municipal Separate Storm Sewer System (MS4) Phase II General Discharge Permit.

II. Scope of Work

The Trust shall administer Grant Program Funds received from the Jurisdiction to Grantees during each Grant Cycle in accordance with the Trust's standard operating procedures and pro-forma grant agreement.

III. Services

To fulfill its obligations under this Agreement, the Trust shall provide the following services:

1. Request For Proposal (RFP) stage

The Trust will work with Jurisdiction staff to develop or modify one or more RFP(s) to be used to solicit project proposals. RFP development/modification includes articulation of grant program criteria used to evaluate each proposal, including maximum award amount, project type, type of applicant, capacity of applicant to lead a project.

2. Outreach and Technical Assistance

The Trust will work with Jurisdiction staff on outreach, technical assistance, project solicitation, project selection, implementation schedule, and monitoring protocols for the Grant Program. The Trust will offer site visits and/or technical meetings to potential applicants, assist in the identification of engineers or contractors, and in appropriate cases, provide sample conceptual designs to potential grantees. The Trust may organize, with the Jurisdiction's participation, workshops to answer any questions and assist in proposal development. The Trust will use its existing system of online grant applications to electronically receive proposals.

3. Review Stage

All awards in the Grant Program(s) will be made through a competitive process developed by the Trust, and reviewed and approved by the Jurisdiction. The Trust will establish one or more Technical Review Committees (Committees), in cooperation with the Jurisdiction, composed of funding partners, Trust staff and board members, and technical experts, and the Jurisdiction's Program Manager authorized to allocate funding to awards on behalf of the Jurisdiction.

The Committee will evaluate each project based on information in the proposal, as well as information from site visits undertaken by members of the Trust and/or the Jurisdiction. A ranking process developed by the Trust, and reviewed and approved by the Jurisdiction, and interviews with applicants will be used by the Committee to evaluate

proposals and make the best determinations for grant awards. The Trust’s Board of Trustees has fiduciary oversight responsibility.

In addition, the Technical Review Committee will be asked to recommend refinements to the Request for Proposals (RFP) based on new scientific data, experiences from the previous cycle, or other information that has been collected.

4. Award and Project Management Stage

The Trust will meet with all Grantees undertaking restoration projects at key phases of project implementation, including finalization of design, pre-construction meetings, construction oversight site visits at a frequency to be determined on a project-by-project basis depending on the characteristics of the project and the experience and capacity of the grantee, and final construction walkthrough. Projects that require construction permits through the Jurisdiction will be inspected for permit compliance by the Jurisdiction. The Trust will manage tasks such as distribution of grant dollars, phasing grant awards, reviewing grant revisions, reviewing status reports, managing budgets, reviewing final grant award reports, and documenting and preparing achievements of impervious area treatment and relevant stormwater management project information. The Trust will require applicants to submit maintenance agreements for all projects on private and/or municipal properties.

5. Reporting

The Trust will require all Grantees to submit progress and final reports including a detailed description of the project and any associated copies of invoices. In addition, the Trust will conduct final site visits for all completed restoration construction projects. As appropriate, the Trust will modify its data collection and reporting forms to include additional information requested by the Jurisdiction.

6. Final Project Stage

The Trust will provide project data to the Jurisdiction for each implementation project for the Jurisdiction’s records and subsequent inspections under the MS4 Triennial Compliance. The Trust will not be responsible for project monitoring or maintenance.

For these services, the Trust may invoice the Jurisdiction an administrative fee not to exceed 5% of the program funds.

IV. Tentative Work Schedule

The Trust will administer the Grant Program according to the following tentative work schedule.

GRANT CYCLE – YEAR 1 (to be repeated each subsequent year of the Agreement)	
Date to be determined	Trust and Jurisdiction develop/modify Request(s) for Proposals
Date to be determined	Trust releases Request(s) for Proposals

GRANT CYCLE – YEAR 1 (to be repeated each subsequent year of the Agreement)	
Date to be determined	Trust provide program outreach until the due date and beyond
Date to be determined	Trust identifies Technical Review Committee members with input from the Jurisdiction
Date to be determined	Proposals due
Date to be determined	Technical Review Committee meets to recommend proposals for funding
Date to be determined	Trust board meeting
Date to be determined	Trust submits Award Notification and Project Descriptions letter to Jurisdiction
Date to be determined	Trust distributes first phase of funding to grantees and projects begin
Ongoing throughout the Agreement period	Trust submits quarterly Interim Progress Reports to Jurisdiction
Date to be determined	Grantees awarded in Year 1 of the Agreement are to have completed their projects within two years

V. Progress Report Schedule

The Trust will furnish the Jurisdiction with an Award Notification and Project Descriptions letter, Interim Progress Reports and a Final Report indicating progress and performance according to the schedule provided in the table below.

PROGRESS REPORT SCHEDULE	
Date to be determined	Award notification and project descriptions from Year 1 Cycle Awards
Date to be determined	Interim Progress Report 1
Date to be determined	Interim Progress Report 2
Date to be determined	Interim Progress Report 3
Date to be determined	Interim Progress Report 4, Award notification and project descriptions from Year 2 Cycle Awards
Date to be determined	Interim Progress Report 5
Date to be determined	Interim Progress Report 6
Date to be determined	Interim Progress Report 7
Date to be determined	Interim Progress Report 8, Award notification and project descriptions from Year 3 Cycle Awards
Date to be determined	Interim Progress Report 9
Date to be determined	Interim Progress Report 10
Date to be determined	Interim Progress Report 11

Date to be determined	Interim Progress Report 12 Award notification and project descriptions from Year 4 Cycle Awards
Date to be determined	Interim Progress Report 13
Date to be determined	Interim Progress Report 14
Date to be determined	Interim Progress Report 15
Date to be determined	Interim Progress Report 16, Award notification and project descriptions from Year 5 Cycle Awards
Date to be determined	Interim Progress Report 17
Date to be determined	Interim Progress Report 18
Date to be determined	Interim Progress Report 19
Date to be determined	Interim Progress Report 20
Date to be determined	Interim Progress Report 21
Date to be determined	Interim Progress Report 22
Date to be determined	Interim Progress Report 23
Date to be determined	Final Report

APPENDIX "B"
BUDGET SCHEDULE

The Trust shall apply 95% of the annual Program Funds to grants for implementation of watershed restoration, protection, or outreach/education projects. The Trust may retain the remaining 5% as an administration fee.

Table 1. Budget for \$50,000 of Annual Program Funds.	
Description	Funding Level
Grant Funds	\$47,500
Administrative Fee	\$2,500
Program Funds - Total	\$50,000



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda H. Pollack, P.E., Director of Infrastructure and Development *AP*
Date: February 12, 2019
Re: Riverwalk Construction Reimbursement Program

Attached is an application for the Riverwalk Construction Reimbursement Program and an Ordinance to adopt the program. The primary goal of the Riverwalk Construction Reimbursement Program is to accelerate the construction of new commercial buildings along the planned Riverwalk. The program aims to contribute towards the economic vitality of Downtown Salisbury by adding new jobs to the Downtown workforce and attracting private capital investments into the Riverwalk Redevelopment and Central Business Districts. The program will assist with the funding of critical public infrastructure through commercial construction cost reimbursement grants. Additionally, the program incentivizes the development of publicly accessible, resident-serving amenities such as healthy food options, fitness opportunities, pet amenities, and garden plots.

Eligibility criteria is noted in the application along with the map of the proposed Riverwalk limits. Eligible costs include the construction of the Riverwalk, bulkhead, bulkhead repairs or extensions, and associated work such as backfill. Lighting, landscaping and signage are NOT eligible expenses. Eligible, reimbursable costs are capped at an amount equal to or less than the sum total of 90% of the incremental increase in City property taxes due based on the assessed value of the property in a given year for a maximum of 20 years subsequent to the issuance of a Certificate of Occupancy.

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

47
48 B. The RCRP application process shall be administered by Director of the Department of
49 Infrastructure & Development subject to appropriation of any necessary funds for the program
50 from year to year and final approval of applications and expenditure of funds by a Resolution
51 approved by the City.

52
53 C. The City hereby adopts the application submitted with this ordinance and attached as Exhibit
54 A as the initial approved application and grants administrative powers to the Director of the
55 Department of Infrastructure and Development to process and monitor submitted applications in
56 conjunction with the Department of Finance and to make necessary changes to the application as
57 needed and deemed necessary to properly administer the program and monitor and disperse
58 appropriated and approved funding for the program.

59
60 D. The City shall have the authority to suspend or terminate the continuance of the program by
61 Resolution or withdrawal of appropriations for funding the program.

62
63 BE IT FURTHER ORDAINED that this ordinance shall take effect from the date of its final
64 passage.

65
66 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
67 Salisbury held on the ____ day of _____, 2019, and thereafter, a statement of the
68 substance of the Ordinance having been published as required by law, was finally passed by the
69 Council on the ____ day of _____, 2019.

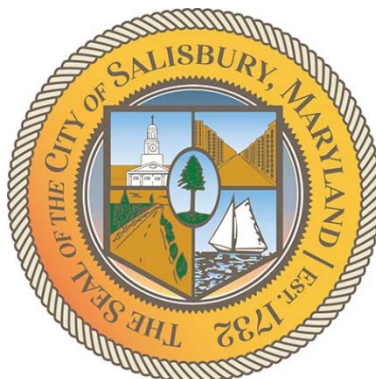
70
71 ATTEST:

72
73 _____
74 Kimberly R. Nichols, City Clerk

75 _____
76 John R. Heath, President
77 Salisbury City Council

78
79 Approved by me this ____ day of _____, 2019

80 _____
81 Jacob R. Day, Mayor



Riverwalk Construction Reimbursement Program (RCRP)

Application – 2019

Department of Infrastructure & Development
Room 202
125 N. Division Street
Salisbury, Maryland 21801

Phone: 833-SBY-CITY

September 2018

Riverwalk Construction Reimbursement Program Application – 2019

The primary goal of the Riverwalk Construction Reimbursement Program (RCRP) is to accelerate the construction or expansion of new commercial buildings along the planned Riverwalk that contribute towards the economic vitality of Downtown Salisbury. Additionally, the program aims to:

- Add new jobs to the Downtown workforce by providing spaces, culture and an environment that will be attractive to new companies and promote local growth.
- Attract private capital investments into the Riverwalk Redevelopment and Central Business Districts (see Exhibit 2 map) by funding the building of critical public infrastructure that creates economic activity Downtown through commercial construction cost reimbursement grants.
- Support and incentivize the development of publicly accessible, resident-serving amenities such as healthy food options, fitness opportunities, pet amenities, a pharmacy, and garden plots.

Eligibility for RCRP Funds

A developer may submit written documentation to the Director of Infrastructure & Development to establish eligibility for a project if the project meets all of the following criteria:

1. The project location is within one or more of the following areas: Central Business Zoning District, Riverfront Redevelopment Zoning District #1, Riverfront Redevelopment Zoning District #2, and/or is identified in the adopted 2015 Downtown Master Plan as having future Riverwalk.
2. The project within an above referenced Zoning District constitutes new development or revitalization of an existing building.
3. The project complies, or will comply, with all applicable Zoning and Building Code criteria.
4. The project is consistent with the adopted 2015 Downtown Master Plan and the adopted Comprehensive Plan of the City of Salisbury.
5. The project complies, or will comply, with all requirements of the Salisbury Historic District Commission (Exhibit 3).
6. The project does not have complete, consistent Riverwalk in place as of January 1, 2019.

How to Apply for RCRP Funds

1. Meet with the Department of Infrastructure & Development staff to review the program and project specifications.
2. Applications are due after preliminary site plan approval submission to the Department of Infrastructure & Development and prior to issuance of grading/site permits.

3. One copy of the completed application should also be emailed to apollack@salisbury.md. Portions of the application may be kept confidential by completing a Nondisclosure Agreement upon request and providing specific reasons for the request. Applicants should be aware that any Maryland public information act requests may result in information marked “confidential” to be released if the request is challenged and upheld as having been overly broad.
4. **IMPORTANT NOTE:** RCRP applications must be received, reviewed and confirmed as complete by the Department of Infrastructure & Development staff **PRIOR** to the start of any work reflected in the application in order for that work to be considered for reimbursement.
5. The Director of Infrastructure & Development will issue an official Notice of Pre-Approval in the form of a Letter of Intent to be signed by an applicant. Projects pre-approved for reimbursement funding will be issued a Letter of Intent and a Riverwalk Construction Reimbursement Program (RCRP) Funding Terms sheet. Applicants must agree to the negotiated terms within 30 days of receipt of these documents.
6. Once the Letter of Intent has been signed, the application and recommendation will be forwarded to the Mayor for his/her pre-approval.
7. Once the Mayor has pre-approved the project for RCRP funding, a Resolution supporting the expenditure of funds will be placed on the next available City Council Work Session and subsequently (if approved) sent to 2 a City Council Legislative Sessions for approval.
8. Department of Infrastructure & Development staff will prepare a RCRP Agreement for the applicants, which must be executed within 15 days of receipt. Program Agreements are valid for one (1) calendar year from the signature date. If projects are delayed, applicants may request a 1-year extension which will be considered by the Mayor.
9. Applicants agree to provide quarterly updates on financing, construction costs, and other pertinent information as projected costs become actual costs.
10. **The total amount of the reimbursement will be limited to the original approved estimate.** Cost overruns on the project will not be reimbursed.
11. Applicants agree to provide before, during and after photographs documenting the progress of the project throughout its completion.
12. Non-Appropriations: Projected reimbursement amounts are not permitted and are contingent upon appropriations of sufficient amounts for projected reimbursements and approval by the Mayor and Council.

Riverwalk Construction Reimbursement Program – General Conditions

1. Applicants must thoroughly review all Riverwalk Construction Reimbursement Program guidelines, conditions, and forms prior to submission of an application.

2. Applicants must review the ‘Envision Salisbury Downtown Master Plan 2035’ document so that they will be familiar with the plan of development for the area in question.
3. Applicants must be the owner or partner of a development project located within the boundaries of the planned Riverwalk district (see Exhibit 1 map).
4. Properties must be current on all City, County and State property and income taxes.
5. Project building permits must be received within one year of the date of the signed RCRP agreement.
6. All construction work must comply with Salisbury City Code Section 12.24.05 Riverwalk Construction standards and all applicable laws, ordinances, building codes and zoning ordinances.
7. The RCRP application must include drawings showing what the proposed project will look like when completed, and estimated costs of the project obtained from a qualified professional.
8. Eligible costs include the construction of the Riverwalk, bulkhead, bulkhead repairs or extensions, and associated work such as backfill. Lighting, landscaping and signage are **NOT** eligible expenses.
9. Eligible, reimbursable costs are capped at an amount equal to or less than the sum total of 90% of the incremental increase in City property taxes due based on the assessed value of the property in a given year for a maximum of 20 years subsequent to the issuance of a Certificate of Occupancy by the City of Salisbury and all other conditions of the RCRP being met, over the amount in City property taxes due based on the assessed value of the property as of January 1, 2019. Year 1 of the calculation will be the first July 1st subsequent to the agreed-upon deadline for the issuance of a Certificate of Occupancy.

This can be expressed by the following formula:

GC	Total gross amount of approved qualifying costs
EC	75% * QC
CTD ^B	City property taxes based on assessed value as of January 1, 2019
CTD [#]	City property taxes due in a given year based on that year’s assessed value
TC	All applied City Property Tax Credits
RCRP [#]	$= 0.9[CTD^{\#} - CTD^B - \sum(TC)]$
RCRP ^E	$RCRP^1 + RCRP^2 + \dots RCRP^{19} + RCRP^{20}$
AG	Approved Grant Amount = lessor of EC and RCRP ^E

- represents given year 1-20, with 1 being the first year of RCRP fund reimbursement

An example of this formula is included in Exhibit 4.

10. RCRP funds are not distributed in one lump sum. The total estimate is derived in order to support private financing needs of the property developer/owner. Funds are actually committed based on the formula articulated above and distributed annually based on each

year's assessment. If the original (RCRPE) committed funding amount has not been funded in the first 20 years due to lower than anticipated assessed values, the grant period may be extended by up to 5 years in order to achieve the total. At no point in time may the original RCRPE committed funding amount be exceeded.

11. To determine the RCRPE funding amount, a development schedule showing the completion date of phases, estimated value of construction and estimated subsequent assessed value. Deviation from the schedule, investment or phasing may result in lower assessments and thus a reduced cap for payments (at the sole discretion of the Mayor and City Council). The property developer/owner accepts all risk associated with assessments.
12. If RCRP funds are awarded for a specific construction project, the scope of that project may **NOT** be changed without first receiving written permission from the Director of the Department of Infrastructure & Development.
13. It is expressly understood and agreed that applicants shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances, and other applicable regulations.
14. It is expressly understood and agreed that applicants will not seek to hold the City of Salisbury, its agents, employees, officers and/or directors liable for any property damage, personal injury, or other loss related in any way to the RCRP.
15. Applicants shall be responsible for hiring and executing an agreement with a general contractor who is licensed to operate in the State of Maryland. Applicants shall ensure that said contractor provides insurance coverage for comprehensive public liability, property damage liability / builder's risk, and workers' compensation insurance.
16. Applicants must certify that there are no hazardous materials located on the property, that he/she will not cause or allow any hazardous materials to be placed on the property, and that the property is in compliance with all applicable Federal and State environmental laws and regulations.
17. Applicants shall maintain or cause to be maintained both property and commercial general liability coverage on the Project and the Property both during and after the construction / rehabilitation related to the RCRP.
18. If the project is located in the 100-year floodplain, as designated by FEMA and the United States Department of Housing and Urban Development (HUD), applicants shall be required to provide evidence of flood plain insurance coverage.
19. Following the completion of the rehabilitation work, applicants shall ensure that all necessary approvals for the commencement of the activities that will take place in the property have been obtained, including all applicable permits and licenses.

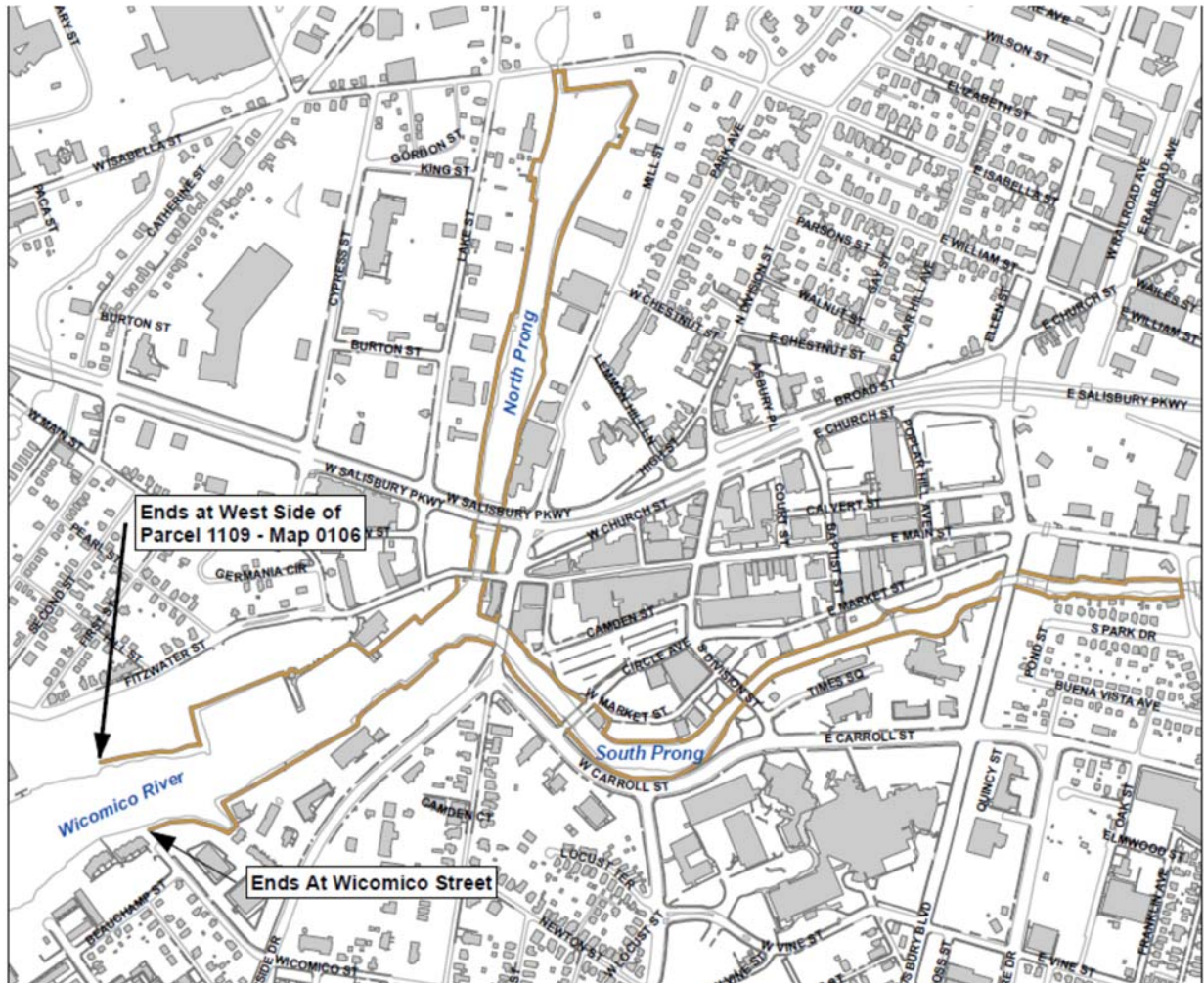
20. Applicants must agree to begin construction, having met all other requirements to receive a building permit, no later than 1 year after the date that the City Council formally adopts the Resolution consenting to the expenditure of the RCRP funds.
21. Applicants must agree to secure their Certificate of Occupancy, having met all other requirements to do so, no later than 2 years after the date that the building permit is issued.
22. Applicants agree to maintain the property and improvements and otherwise complying with the Municipal City Code of the City of Salisbury.
23. Applicants authorize the City of Salisbury to promote an approved RCRP project including, but not limited to displaying a sign at the site during and after construction, and using photographs and descriptions of the project in its materials and press releases.
24. The City of Salisbury shall have the right to refuse reimbursement to the owner / partner if the City believes the work is unsatisfactory or the construction project is not being completed according to the approved RCRP application.
25. The City of Salisbury will not reimburse applicants for more than the approved amount should the scope of work and/or costs increase due to unforeseen circumstances.
26. Applicants who have been awarded a RCRP grant in the past may apply for funds again for an additional eligible property, however applicants who have never been awarded RCRP funds before will be given preferential consideration.

Reimbursement Process

- 1) Documentation for all eligible costs (paid invoices, cancelled checks, and any other requested documentation) must be submitted within 90 days following completion of construction.
- 2) Properties must be current on all City, County and State property and income taxes. All payments will be suspended unless and until the property's owners and tenants are current on all City, County and State property and income taxes.
- 3) **The total amount of the reimbursement will be limited to the original approved estimate.** Cost overruns on the project will not be reimbursed.
- 4) **All applicants must be aware that RCRP grant funds are awarded on a reimbursement basis only.** Grantees must have sufficient funds available to allow them to expend those funds on project expenses, provide the City with copies of paid invoices, cancelled checks, and any other requested documentation, and then wait to be reimbursed for those expenditures. This is a lengthy process, so applicants must be aware that this is a condition of the award.

Exhibit 1

Proposed Extent of Riverwalk in Riverfront Redevelopment Districts and Central Business District



Brown line denotes the location of the proposed Riverwalk.

Exhibit 2

Zoning Map showing Riverfront Redevelopment Districts #1 and #2 and Central Business District

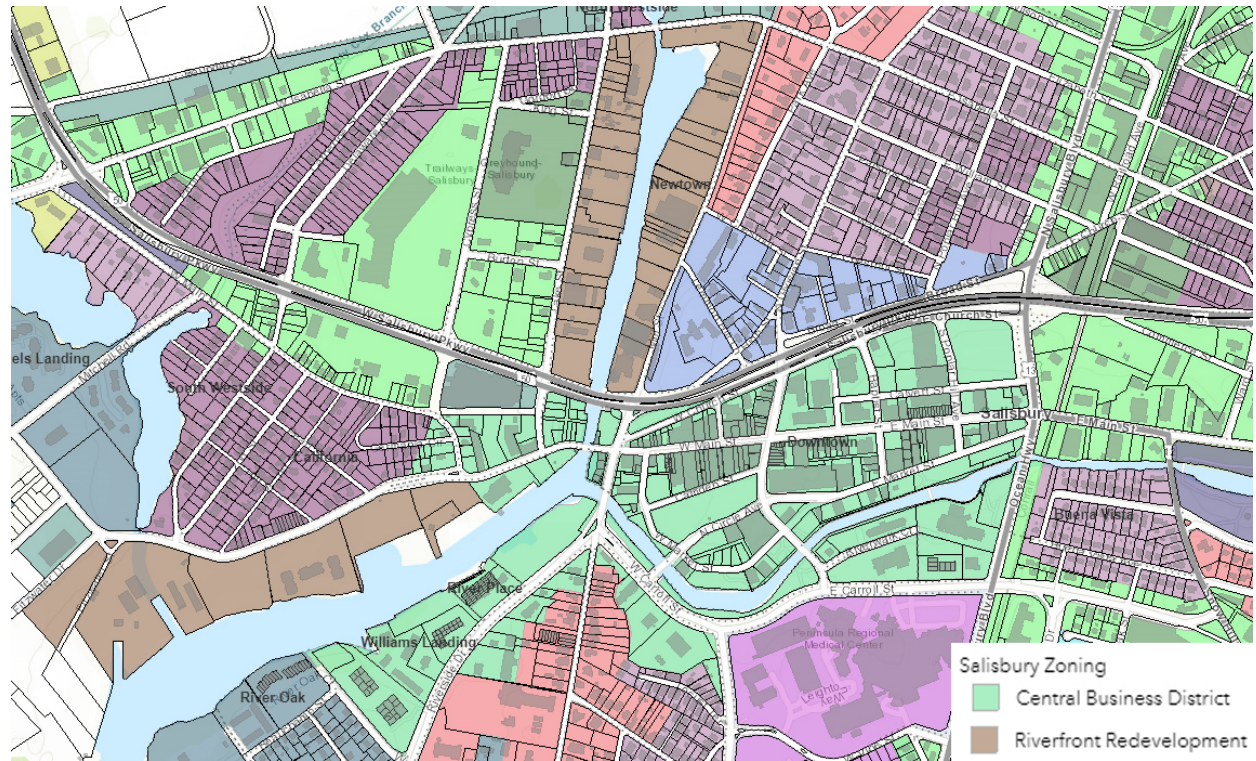
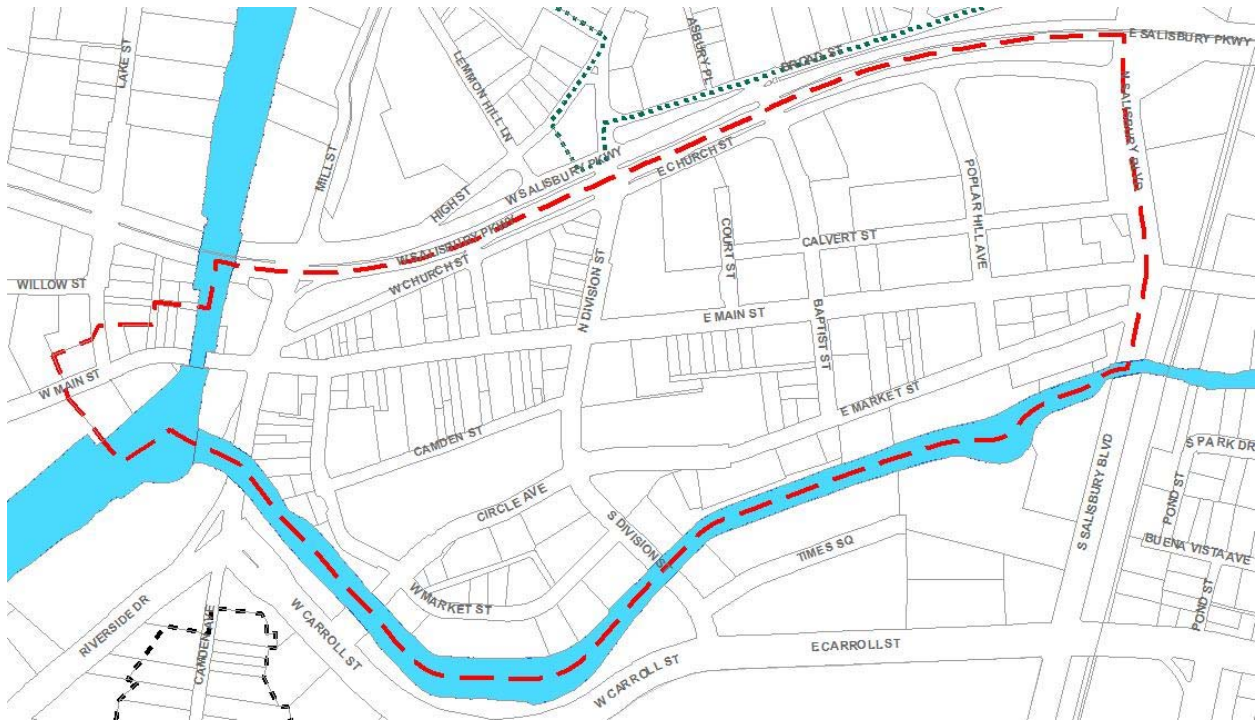


Exhibit 3

Downtown Historic District



Salisbury's Downtown Historic District is denoted as the area within the red dashed-line boundaries.

Exhibit 4

Year #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Tax Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
City Taxes Due based on Assessed Value:																					
Reimbursement Year	CTD ^a	51,500	52,273	53,057	53,853	54,661	55,481	56,313	57,158	58,015	58,885	59,768	60,665	61,575	62,499	63,436	64,388	65,353	66,334	67,329	68,339
Base Year	CTD ^b	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650
Gross Eligible		46,850	47,623	48,407	49,203	50,011	50,831	51,663	52,508	53,365	54,235	55,118	56,015	56,925	57,849	58,786	59,738	60,703	61,684	62,679	63,689
All applied City Property Tax Credits:																					
Enterprise Zone Credit		41,200	41,818	42,446	43,082	43,729	38,837	33,788	28,579	23,206	17,666	-	-	-	-	-	-	-	-	-	-
Total Tax Credits	TC	41,200	41,818	42,446	43,082	43,729	38,837	33,788	28,579	23,206	17,666	-	-	-	-	-	-	-	-	-	-
Gross Eligible less Credits		5,650	5,805	5,961	6,121	6,282	11,994	17,875	23,929	30,159	36,569	55,118	56,015	56,925	57,849	58,786	59,738	60,703	61,684	62,679	63,689
Net Eligible (90% of Gross Eligible less credits)	RCRP [#]	5,085	5,225	5,365	5,509	5,654	10,794	16,087	21,536	27,143	32,912	49,607	50,413	51,232	52,064	52,907	53,764	54,633	55,515	56,411	57,320
Cumulative Eligible Grant	RCRP ^c	5,085	10,310	15,674	21,183	26,837	37,631	53,719	75,254	102,397	135,310	184,916	235,330	286,562	338,626	391,533	445,297	499,930	555,445	611,856	669,176
Gross Amount of approved qualifying cost	GC	850,000																			
Eligible Cost (75% of Gross qualifying cost)	EC	637,500																			
Approved Grant Amount (lessor of RCRP ^c & EC)		637,500																			

Formula for calculating Eligible Grant Reimbursements by Year:

GC	Total gross amount of approved qualifying costs
EC	75% * GC
CTD ^B	City property taxes based on assessed value as of January 1, 2019
CTD [#]	City property taxes due in a given year based on that year's assessed value
TC	All applied City Property Tax Credits
RCRP [#]	$= 0.9[CTD^{\#} - CTD^B - \sum(TC)]$
RCRP ^E	$RCRP^1 + RCRP^2 + \dots RCRP^{19} + RCRP^{20}$
AG	Approved Grant Amount = lessor of EC and RCRP ^E

- represents given year 1-20, with 1 being the first year of RCRP fund reimbursement

City of Salisbury
Riverwalk Construction Reimbursement Program
Application – 20_____

General Information

Application Date: _____

Legal Name of Business:

Address of Property:

Legal Description of Property:

Name of Business Owner:

Home Address of Business Owner:

Business Owner Telephone #: _____

Business Owner E-mail address: _____

Name of Property Owner:

Home Address of Property Owner:

Property Owner Telephone #: _____

Property Owner E-mail address: _____

Project Narrative

1) Brief history of the site / building:

2) General description of the proposed project:

3) Property ownership structure:

4) Does this project conform to the City's adopted Downtown Master Plan and Urban Greenway Master Plan? How does this project meet the goals of the Downtown Master Plan?

5) How does this project align with the RCRP priorities?

6) Clear description of the eligible public benefits of the project.

7) Clear description of expenditures / costs related to the requested reimbursement amount.

8) Total Square Footage of the Building(s): _____

9) Use Mix: Type of Use / Percentages:

10) Description of on- or off-site or associated additional projects, if applicable.

11) Description of public or tenant accessible amenities, if applicable.

12) Description of how the project demonstrates environmental stewardship.

Check any other incentives / programs that have been applied for.

- Enterprise Zone
- Rise Zone
- Revolving Loan Program
- Community Legacy Grant
- SD/SGIF Grant
- Other City/County/State/Federal Grant
- Other Tax incentives
- Energy use incentives
- Other Public investment

I, the applicant, have read and understand the Riverwalk Construction Reimbursement Program (RCRP) guidelines, and I agree to abide by the general conditions as set forth in this application. I further understand that if I am awarded reimbursement grant funds I will be required to enter into a Program Agreement with the City of Salisbury.

Signature of Business Owner: _____

Printed Name: _____

Date: _____

Signature of Property Owner (if different from Business Owner):

Signature of Property Owner: _____

Printed Name: _____

Date: _____

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Julia Glanz, City Administrator
From: S. Mark Tilghman, City Solicitor
Subject: Budget Amendment for City/County Settlement
Date: February 13, 2019

Please find attached a Budget Amendment that will provide an additional appropriation of \$269,526.36 for expenses of the Government Office Building. This amount is necessary to fulfill the terms of the settlement agreement between the City and the County with regard to disputed expenses for the Government Office Building.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S FY 2019 GENERAL FUND BUDGET TO APPROPRIATE FUNDING OF THE CITY GOVERNMENT OFFICE BUILDING IMPROVEMENTS.

WHEREAS, the City has entered into an Agreement with Wicomico County to settle disputed charges; and

WHEREAS, the City shall reimburse the County for one-half of the cost related to the GOB Chiller in the amount of \$252,474.86; and

WHEREAS, the City shall contribute a portion of the FY2019 payment for the Grant Capital Management, INC, Master Lease (ESG) of \$17,051.50 to the County; and

WHEREAS, the County shall reimburse the City \$89,572.00 to settle claims arising from the construction and operation of a sludge handling facility; and

WHEREAS, the total amount of the Municipal Buildings account expense is \$269,526.36; and

WHEREAS, the total amount to be paid in the current fiscal year by the City to the County is \$179,954.36; and

WHEREAS, the remaining \$89,572.00 shall be paid to the City's Water and Sewer Fund; and

WHEREAS, additional details are available in the attached Settlement agreement; and

WHEREAS, the City's FY 2019 General Fund budget does not contain an appropriation sufficient to cover the required expenses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND THAT THE CITY'S FY 2019 Capital Projects Fund Budget be and hereby is amended as follows:

- 1) Increase Current Year Surplus (01000-469810) by \$269,526.36
- 2) Increase Municipal Buildings (17000-513301) by \$269,526.36

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

Jack R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2019.

Jacob Day, Mayor

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made this ____ day of February, 2019, by and between WICOMICO COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (herein after referred to as “Wicomico”) and the CITY OF SALISBURY, a municipal corporation of the State of Maryland (hereinafter referred to as “Salisbury”).

WHEREAS, Wicomico and Salisbury filed a complaint and cross-complaint in the Circuit Court for Wicomico County, Maryland, in Case No. C-22-CV-18-000105 regarding several disputed matters between Wicomico and Salisbury;

WHEREAS, the various disputed matters were referred to arbitration;

WHEREAS, the parties have agreed to settle the disputed matters as set forth in the Settlement Agreement and avoid the arbitration proceeding.

NOW, THEREFORE, in consideration of mutual covenants and agreements, Wicomico and Salisbury do hereby agree as follows:

1. Government Office Building (GOB) Chiller and Sludge Handling Facility/Lagoon:

- a. Salisbury will pay Wicomico one-half (1/2) of the cost of the GOB Chiller in the amount of \$252,474.86 minus the deduction set forth in Paragraph 1(b) below. Salisbury shall pay Wicomico \$162,902.86 within fifty (50) days of the execution of the Settlement Agreement by Salisbury Mayor Day, Wicomico Executive Culver, and the Arbitrator, Judge Daniel Long;
- b. Wicomico agrees to deduct from the amount due from Salisbury in Paragraph 1(a) the sum of \$89,572.00 to settle all claims arising from the construction, operation, and removal of the sludge handling facility and the septage lagoon at the City Wastewater Treatment Plant;
- c. Wicomico releases Salisbury from all past and present claims and demands for payment related to the GOB Chiller purchase and installation;
- d. Salisbury releases Wicomico from any past or present claims and demands related to the sludge handling facilities and the septage lagoon construction, operation, maintenance and removal.

2. Grant Capital Management, Inc. – Master Lease Agreement (ESG):

Wicomico entered into a Master Lease Agreement with Grant Capital Management, Inc. on May 30, 2012, for installed energy efficient equipment, which provided reduced electricity and water usage in the Government Office Building. Salisbury paid a portion of the Lease payment relating to the Government Office Building in 2014 in the amount of \$34,103.00. Wicomico agrees to waive Salisbury Lease payments for 2015, 2016, 2017 and 2018. Salisbury has agreed to pay \$17,051.50 on or before June 30, 2019, and on or before June 30 of each year thereafter through June 30, 2025, when the Master Lease payments are complete.

3. Non-Appropriation:

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year, the City will immediately notify the County Administrator of such occurrence, and Paragraph 1 or 2 under this Agreement shall terminate and be resolved in Arbitration.

4. Real Estate Tax Billing/Collection:

Salisbury will bill and collect Salisbury Real Estate Taxes beginning July 1, 2019, and each year thereafter.

5. Government Office Building Plat and Deed:

- a. Wicomico and Salisbury agree to execute and record a Plat of the Government Office Building parcel within sixty (60) days from the date of this Settlement Agreement. Wicomico agrees to sign a deed conveying a one-half (1/2) interest in the Government Office Building to Salisbury within sixty (60) days from the date of this Settlement Agreement;
- b. Wicomico and Salisbury agree to comply with the provisions of the Management Agreement dated February 22, 2011, between Wicomico and Salisbury. Additionally, Wicomico and Salisbury will provide written certification to the other governmental entity that operating and capital expense funds are available in the respective budgets before non-emergency work commences in the Government Office Building.

IN WITNESS WHEREOF, each of the parties hereto have executed and delivered this Agreement, intending this document to be executed under seal, as of the day and year first written above.

ATTEST/WITNESS

WICOMICO COUNTY, MARYLAND

_____(SEAL)

By: Bob Culver, Executive

Date: _____

CITY OF SALISBURY, MARYLAND

_____(SEAL)

By: Jacob Day, Mayor

Date: _____

APPROVAL OF ARBITRATOR:

By: The Honorable Judge Daniel M. Long