



## CITY OF SALISBURY CITY COUNCIL AGENDA

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**March 11, 2019**

**6:00 p.m.**

**Government Office Building**

**Room 301**

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Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:02 p.m. CITY INVOCATION – Rev. Dr. Maggie Gillespie, Pastor of Wicomico Presbyterian Church

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

6:06 p.m. PRESENTATION

- Market Report presented by Sarah Rayne, Government and Public Affairs Director, Coastal Association of REALTORS® of MD, Inc.

6:22 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:23 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols

- **January 28, 2019** Regular Meeting Minutes
- **January 28, 2019** Work Session Minutes
- **January 28, 2019** Closed Session Minutes (in separate envelope)
- **February 4, 2019** Work Session Minutes
- **Resolution No. 2919-** approving the extension of the acting status for Acting Salisbury Police Corporal Brandon Caton, Acting Salisbury Police Corporal Michael Mitchell and Acting Salisbury Police Sergeant Jason Harrington, all assigned to the Patrol Division
- **Resolution No. 2920-** approving the appointment of Melissa Wilson to the Bicycle Pedestrian Advisory Committee for term ending March 2022
- **Resolution No. 2921-** approving the appointment of Dr. Samantha Scott to the Youth Development Advisory Committee for term ending March 2022
- **Resolution No. 2922-** declaring that 212 E Main Street LLC is eligible to receive Enterprise Zone benefits for property located at 207 E Market Street, Salisbury, MD

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

- **Resolution No. 2914-** 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

- **Resolution No. 2923-** making a Declaration Of Official Intent regarding reimbursing from proceeds of a future borrowing project expenditures made in connection with two projects identified as Bicycle Master Plan Implementation and Street Scaping
- **Resolution No. 2924-** authorizing the Capacity Fee of the City’s Comprehensive Connection Charge to be waived for the redevelopment of 130 and 132 East Main Street
- **Resolution No. 2925-** authorizing the Capacity Fee of the City’s Comprehensive Connection Charge to be waived for the redevelopment of 100 East Main Street, Suite 111
- **Resolution No. 2926-** authorizing the Mayor to enter into a cooperative agreement with the Chesapeake Bay Trust to administer a grant program to implement stormwater projects and programs
- **Resolution No. 2927-** proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury to be known as the “Route 13 North – Penntex 2 Property Annexation” the southerly boundary of which begins at a point on the Corporate Limit, said point lying at the intersection of the easterly right-of-way line of U.S. Route 13, North Salisbury Boulevard, and the northerly boundary line of the lands of PTV I, LLC, thence running in an easterly direction by and with the northerly line of the lands of PTV I, LLC
- **Resolution No. 2928-** to adopt an annexation plan for a certain area of land contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury to be known as the “Route 13 North – Penntex 2 Property Annexation” the southerly boundary of which begins at a point on the said Corporate Limit , said point lying at the intersection of the easterly right-of-way line of U.S. Route 13, North Salisbury Boulevard, and the northerly boundary line of the lands of PTV I, LLC, thence running in an easterly direction by and with the northerly line of the lands of PTV I, LLC.

7:10 p.m. ORDINANCES – City Attorney Mark Tilghman

- **Ordinance No. 2526-** 2<sup>nd</sup> reading- approving an amendment of the FY19 Budget to appropriate funds for surveying equipment
- **Ordinance No. 2527-** 2<sup>nd</sup> reading- approving a budget amendment of the FY19 General Fund Budget to appropriate insurance proceeds received in FY19 to aid in the purchase of a new vehicle for the police fleet
- **Ordinance No. 2528-** 2<sup>nd</sup> reading- approving an amendment of the City’s FY 2019 General Fund Budget to appropriate funding of the City Government Office Building improvements
- **Ordinance No. 2529-** 2<sup>nd</sup> reading- to amend the Salisbury Municipal Code Chapter 8.16 Garbage, Yard Waste and Refuse, Subsections .010, .020(D)(F), .060, .090(C), and .100(B)(C), to better define Yard Waste, to better define Bulk Collection Services for high density residential units, to update the collection rules and regulations, to add a new can replacement policy and to add corrugated cardboard to recycling

- **Ordinance No. 2530**- 1<sup>st</sup> reading- authorizing the Mayor to enter into a contract with the United States Department of Commerce for the purpose of accepting grant funds in the amount of \$37,500, and approving a budget amendment to the FY 2019 Grant Fund to appropriate funds to for a Salisbury Port Feasibility Study
- **Ordinance No. 2531**- 1<sup>st</sup> reading- authorizing the Mayor to enter into a contract with the Wicomico County Health Department for the purpose of accepting grant funds in the amount of \$20,934, and approving a budget amendment to the FY 2019 Grant Fund to appropriate funds to for the Housing First Program
- **Ordinance No. 2532**- 1<sup>st</sup> reading- authorizing the Mayor to enter into a contract with the Carefirst Foundation for the purpose of accepting grant funds in the amount of \$75,000 and approving a budget amendment to the FY 2019 Grant Fund to appropriate funds for the Salisbury-Wicomico Integrated Firstcare Team

7:25 p.m. PUBLIC COMMENTS

7:30 p.m. ADJOURNMENT

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

**NEXT COUNCIL MEETING- March 25, 2019**

- **Ord. No. \_\_** - 1st reading- Riverwalk Construction Reimbursement Program
- **Ord. No. \_\_** - 1st reading- Budget amendment for street resurfacing and concrete repair from MDOT-SHA reimbursement
- **Ordinance No. 2530**- 2<sup>nd</sup> reading- authorizing the Mayor to enter into a contract with the United States Department of Commerce for the purpose of accepting grant funds in the amount of \$37,500, and approving a budget amendment to the FY 2019 Grant Fund to appropriate funds to for a Salisbury Port Feasibility Study
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1 **CITY OF SALISBURY, MARYLAND**

2  
3 **REGULAR MEETING**

**JANUARY 28, 2019**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 *Council President John “Jack” R. Heath* *Mayor Jacob R. Day*  
8 *Council Vice-President Muir Boda* *Councilman James Ireton, Jr.*  
9 *Councilman R. Hardy Rudasill (arrived 6:14 p.m.)* *Councilwoman April Jackson*

10  
11 **IN ATTENDANCE**

12  
13 *City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow Procurement Director*  
14 *Jennifer Miller, Infrastructure and Development Director Amanda Pollack, Housing and*  
15 *Community Development Director Everett Howard, City Clerk Kim Nichols, City Attorney Mark*  
16 *Tilghman, and interested citizens.*

17 \*\*\*\*\*

18 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

19  
20 *The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President*  
21 *John R. Heath called the meeting to order and invited Rev. John Wright of Unitarian*  
22 *Universalist Fellowship at Salisbury to the podium to provide the City Invocation, followed by*  
23 *the Pledge of Allegiance to the flag of the United States of America.*

24  
25 **PRESENTATION**

26  
27 *President Heath invited Jeff Perkins, Local Government Insurance Trust (LGIT) Loss Control*  
28 *Consultant, forward to the podium. Mr. Perkins thanked the City of Salisbury for being a*  
29 *member of the Trust, as the only members permitted are Maryland local governments. The*  
30 *award is presented to members who consistently demonstrate excellence and commitment to loss*  
31 *reduction, ongoing training, adhering to LGIT’s Risk Management Guidelines and using LGIT’s*  
32 *resources. One of the main markers to achieve in order to receive the Risk Management Award*  
33 *is scoring 100% on the Loss Control Primary Credit Survey, which is a group of guidelines that*  
34 *are very important for local governments to follow to prevent lawsuits. The City received over*  
35 *\$14,000 back in premium credit for the 2019 fiscal year.*

36  
37 *The Department of Field Operations has worked 226 consecutive days (over 97,000 person*  
38 *hours) without a recordable incident or accident since November 8, 2018. Mr. Perkins reported*  
39 *he has worked with many town across Maryland who have far less employees that do not have*  
40 *such stats. The City of Salisbury, a founding member of LGIT, has been a member for 32 years.*

41  
42 *He presented the Risk Management Award to Field Operations Safety Manager Frank Ennis and*  
43 *presented another certificate to Mayor Day to recognize the 32 years of membership with LGIT.*  
44 *Mayor Day reported the Mr. Ennis was the Citywide Safety Officer and has helped make such an*  
45 *impact on Field Operations as well as the entire City of Salisbury.*



47 **ADOPTION OF LEGISLATIVE AGENDA**

48  
49 *Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous (4-0 vote, as Mr. Rudasill*  
50 *arrived at 6:14 p.m.) to approve the legislative agenda.*

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

53  
54 *The Consent Agenda, consisting of the following items, was unanimously approved (4-0 vote, as*  
55 *Mr. Rudasill arrived at 6:14 p.m.) on a motion and seconded by Mr. Ireton and Ms. Jackson,*  
56 *respectively:*

- 57 • **December 3, 2018** *Work Session Minutes*
- **December 3, 2018** *Closed Session Minutes (separate envelope)*
- **December 10, 2018** *Regular Meeting Minutes*
- **December 17, 2018** *Work Session Minutes*
- **December 17, 2018** *Closed Session Minutes (separate envelope)*
- **Resolution No. 2905**- *approving the appointment of Matthew Heim to the Sustainability Advisory Committee for term ending January 2022*

58  
59 *President Heath acknowledged and thanked Matthew Hein for volunteering on the City committee.*

60  
61 **AWARD OF BIDS** – presented by Director of Procurement Jennifer Miller

62  
63 *The Award of Bids, consisting of the following items, was unanimously approved (5-0 vote) on a*  
64 *motion by Ms. Jackson and seconded by Mr. Boda:*

- 65
- 66 • *RFP 12-17 GESPC Guaranteed Energy Savings Performance Contract* \$1,722,689.00
- 67 • *ITB 19-115 Side Loader Refuse Truck* \$ 279,864.16
- 68 • *ITB 19-114 Street Sweeper* \$ 245,575.00
- 69 • *ITB 19-108 Parking Garage Structural Rehabilitation* \$ 156,409.00
- 70 • *ITB 19-116 CBG Neighborhood Sidewalk Construction* \$ 135,443.72

71  
72 **RESOLUTIONS** – presented by City Administrator Julia Glanz

- 73
- 74 • **Resolution No. 2906**- *accepting an ice skating rink and associated supplies, as well as a*  
75 *monetary donation, in exchange for naming rights to the Riverwalk Amphitheater and Ice*  
76 *Skating Rink from Pohanka of Salisbury, Inc*

77  
78 *Mr. Boda moved, Mr. Ireton seconded, and the vote was unanimous (5-0) to approve Resolution*  
79 *No. 2906.*

80  
81 **ORDINANCES** – presented by City Attorney Mark Tilghman

- 82
- 83 • **Ordinance No. 2518**- *2<sup>nd</sup> reading- authorizing the Mayor to enter into a contract with the*  
84 *Maryland Department of Housing and Community Development to accept grant funds in the*  
85 *amount of \$25,000, authorizing the Mayor to enter into a sub-recipient agreement with the*

86 *Salisbury Arts & Entertainment District, Inc. and approving a budget amendment to the FY 2019*  
87 *grant fund to appropriate funds for the 2019 National Folk Festival*

88  
89 *Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous (5-0) to approve*  
90 *Ordinance No. 2518 for second reading.*

- 91  
92 • **Ordinance No. 2519**- 2<sup>nd</sup> reading- *granting a utility easement to Delmarva Power & Light*  
93 *Company across City owned property, being portions of the alley-way located off of Baptist*  
94 *Street and running along the northerly side of the City Parking Garage*

95  
96 *Mr. Boda moved, Mr. Rudasill seconded, and the vote was unanimous (5-0) to approve*  
97 *Ordinance No. 2519 for second reading.*

- 98  
99 • **Ordinance No. 2520**-2<sup>nd</sup> reading- *approving a budget amendment of the FY2019 Stormwater*  
100 *Fund to appropriate funds for a new street sweeper*

101  
102 *Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous (5-0) to approve*  
103 *Ordinance No. 2520 for second reading.*

- 104  
105 • **Ordinance No. 2521**- 2<sup>nd</sup> reading- *approving an amendment of the City's General Capital*  
106 *Project Fund and Water Sewer Capital Project Fund to appropriate funding for Honeywell*  
107 *Building Solutions energy savings projects*

108  
109 *Mr. Boda moved, Ms. Jackson seconded, and the vote was 5-0 to approve Ordinance No. 2521*  
110 *for second reading.*

- 111  
112 • **Ordinance No. 2522**- 2<sup>nd</sup> reading- *amending the FY2019 General Fund budget to adjust the*  
113 *Salisbury Fire Department's Pay Plan for the purpose of recruiting and retaining experienced*  
114 *officers and to be competitive with area agencies*

115  
116 *Mr. Rudasill moved, Mr. Ireton seconded, and the vote was unanimous (5-0) to approve*  
117 *Ordinance No. 2522 for second reading.*

- 118  
119 • **Ordinance No. 2523**- 2<sup>nd</sup> reading- *to amend Chapter 8.11 – The Fire Prevention Code,*  
120 *Sections.020 and .060 of the City of Salisbury Municipal Code by updating the reference to the*  
121 *State Fire Prevention Code, adding new permits that are required to be obtained from the Fire*  
122 *Marshal, and replacing the enforcement and assistance requirements in 8.11.060 with third-*  
123 *party inspection requirements*

124  
125 *Mr. Boda moved, Mr. Ireton seconded, and the vote was unanimous (5-0) to approve Ordinance*  
126 *No. 2523 for second reading.*

- 127  
128 • **Ordinance No. 2524**- 2<sup>nd</sup> reading- *approving an amendment of the City's Water Sewer Capital*  
129 *Project Fund Budget to reallocate bond funds previously allocated to the Wastewater Treatment*  
130 *Plant upgrade project included in the FY13 bond*

132 Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous (5-0) to approve  
133 Ordinance No. 2524 for second reading.

134

135 **COUNCIL COMMENTS**

136

137 Council President Heath introduced the members of Cub Pack #185 who sat patiently in the  
138 audience through all of the ordinances this evening.

139

140 President Heath explained that through an opening in District 5, Councilman R. Hardy Rudasill  
141 was selected by Council to serve the remaining the term left vacant by the resignation of the former  
142 Councilmember, and Mr. Rudasill has now submitted his resignation. President Heath invited  
143 Mayor Day to join him at the podium to present the plaque to Mr. Rudasill in recognition and  
144 appreciation for his years of service and dedication to the community and the City of Salisbury as a  
145 member of the Salisbury City Council from October 2016 through January 2019.

146

147 Mayor Day said Mr. Rudasill not only stepped up when City Council had a need, but stepped up  
148 when the community had needs in volunteer capacities before that point. He has been involved and  
149 given much, but work has taken Mr. Rudasill to Baltimore.

150

151 Mr. Rudasill said that he received tenfold compared to what he contributed, and thanked Council  
152 for the opportunity to work with them.

153

154 **ADJOURNMENT**

155

156 The Legislative Session adjourned at 6:46 p.m. and Council thereafter convened in the Work  
157 Session.

158

159

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

161

162

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

CITY OF SALISBURY  
WORK SESSION  
JANUARY 28, 2019

Public Officials Present

Council President John R. “Jack” Heath  
Council Vice-President Muir Boda  
Councilwoman April Jackson

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

In Attendance

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Infrastructure & Development Director Amanda Pollack, City Clerk Kim Nichols, City Attorney Mark Tilghman, interested citizens and members of the press.

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On January 28, 2019 Salisbury City Council convened in a Work Session at 6:50 p.m.in Council Chambers, Room 301 of the Government Office Building following the regularly scheduled Legislative Session. The following is a synopsis of the topics discussed in the Work Session.

**Extending the Single Family Fee Moratorium**

Infrastructure & Development Director Amanda Pollack joined Council at the table to discuss extending the single-family fee moratorium, which was in place for 24 months so far. She reported 39 single-family properties obtained the fee waiver during that time period. The average fees waived per property was \$6,000. She invited Mark Ackerman and Jamie Gladden forward to the table to speak about how the moratorium has benefitted their business, and established that the investment was small compared to the return.

After discussion, Council reached unanimous consensus to advance the legislation to legislative session to extend the moratorium another two years.

**FY20 – FY24 Capital Improvement Plan presentation**

Mayor Jacob R. Day said staff did a great job modernizing, tightening-up and aligning the CIP to the realities of what was affordable. Reducing the many annual projects has been a priority over the past six or seven years, and the CIP has evolved into a more realistic document. He gave credit to Finance Director Keith Cordrey and Public Information Officer Chris Demone to make the document more legible and understandable. He said in terms of the use of dollars in the forthcoming year (FY20), staff has continued to narrow down what was affordable for the City.

Council President asked about the recurring capital (Examples- equipment for the Fire Department, automobiles for the Police Department) and wondered if the City was budgeting for a certain number every year rather than all at once. Mayor Day that they have worked with each department to plan out rolling stock, with the exception of the Fire Department. It has to do with the fact that because many of the items are leased, when they come off of the budget they are

45 replaced with the new vehicles coming on. For instance, three ambulances will come on at once.  
46 One per year was examined, but it did not make economic sense because the City ended up  
47 spiking and increasing the lease costs and costs per unit.

48  
49 Councilman Ireton asked about the terminology “contributions” in the CIP and wondered if it  
50 was from the volunteers. Mayor Day invited Fire Chief John Tull explained the \$395,000 was a  
51 land donation. They were trying to find a certain size and amount of acres needed for a fire  
52 department based on the number from Chris Jakubiak of a value associated with land and a  
53 donation.

54  
55 Councilman Ireton asked if the Police Department was included, and Mayor Day said the public  
56 safety building that was originally drawn up remains open based upon the collective feelings of  
57 substation strategy and what the Chief recommends.

58  
59 Councilman Ireton asked how much we had collected for the Enterprise Fund and Ms. Pollack  
60 reported the Stormwater Utility brings in around \$600,000 of revenue each year, and it has been  
61 increasing some. Street sweeping has been about ½ of it, but it has a tremendous impact. The  
62 City is at the first year of the new MS4 Permit, and she would speak to Council soon regarding  
63 the impervious area restoration requirement, and street sweeping is significant in helping the City  
64 meet its goals. She reported the surplus, now that the City has had about three years of the  
65 Stormwater Utility, was about \$85,000.00.

66  
67 Council President Heath asked if every street in Salisbury was swept, and Mayor Day said the  
68 policy goal was twice per month. There is a line of thinking that begs the question if that is  
69 getting the City the best bang for the buck, and does every street equally affect runoff. We could  
70 get more bang from our buck if we swept every week on certain streets. Ms. Pollack said that  
71 from the way the state looked at it from a stormwater perspective, you could get credits if every  
72 street was swept twice per month. The mentality has been changed to actual tonnage being  
73 swept, and Field Operations segregates the street sweeping material. Credits are based on that  
74 actual tonnage they are getting every month, and gives the City the flexibility to sweep some  
75 areas more frequently and others less frequently. Mayor and Council agreed that residents would  
76 want to see some regularity and commitment to sweeping.

77  
78 Council reached unanimous consensus to advance the draft CIP to legislative agenda.

79  
80 President Heath congratulated Chief Duncan on the impressive yearly figures.

81  
82 **Motion to Convene in Closed Session**

83  
84 At 7:45 p.m., Mr. Heath called for a motion to convene in Closed Session to consult with counsel to  
85 obtain legal advice on a legal matter; and to consult with staff, consultants, or other individuals about  
86 pending or potential litigation in accordance with the Annotated Code of Maryland §3-305(b)(7)(8).  
87 Mr. Boda moved, Mr. Rudasill seconded, and the vote was unanimous to convene in Closed  
88 Session.

89  
90 **Motion to end Closed Session / Reconvene in Open Session / Report to Public**

91  
92 At 8:55 p.m., upon a motion and seconded by Mr. Ireton and Mr. Boda, the vote was unanimous  
93 to close the Closed Session. Council convened in Open Session and President Heath reported to  
94 the Public that Council had obtained advice on a legal matter, received an update on a contract  
95 negotiation, and discussed the potential purchase of property.

96  
97 The Open Session was then adjourned.

98  
99 \_\_\_\_\_  
100 City Clerk

101  
102 \_\_\_\_\_  
103 Council President

CITY OF SALISBURY  
WORK SESSION  
FEBRUARY 4, 2019

Public Officials Present

Council President John R. “Jack” Heath                      Mayor Jacob R. Day (arr. 5:07 p.m.)  
Council Vice President Muir Boda                              Councilman James Ireton, Jr.  
Councilwoman April Jackson

In Attendance

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Department of Field Operations Traffic Superintendent Bill Sterling, City Clerk Kim Nichols, City Attorney Mark Tilghman, interested citizens and members of the press.

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On February 4, 2019 Salisbury City Council convened in a Work Session at 4:30 p.m.in Council Chambers, Room 301 of the Government Office Building. The following is a synopsis of the topics discussed in the Work Session.

**501 W. Isabella Street Property Acquisition**

Traffic Superintendent Bill Sterling joined Council at the table and reported Field Operations was early in the process of attempting to purchase the entire block of Isabella Street, Mack Avenue, Lake Street and Delaware Avenue to meet the future growth needs of the City of Salisbury Department of Field Operations headquarters, located at 500 Mack Avenue. The purchase of 501 W. Isabella (at the corner of Lake and Isabella Streets) would finish the block.

Mr. Sterling provided the following summary of the long range plan for Field Operations: The City, in the CIP, has a multi-million dollar plan to re-build an administrative building, relocating the Utility Service Center (next to the river) to Field Operations, discontinue use of the parking area on the east side of Lake Street to eventually be a playground, and try to reach an agreement with the church to utilize a coop for parking on the north side of Mack Avenue.

Council reached unanimous consensus to advance the purchase to legislative agenda.

**Revisions to Zoo Commission Bylaws**

Zoo Director Ralph Piland joined Council to discuss the bylaw changes. He reported they were being amended to reflect the past changes in the organizational structure of the City to remove references to the Public Works Department and to replace with Field Operations. Another change was to strike the requirement that the Zoo Commission maintain an inventory of the animal collection annually. He explained with the Zoo’s current record keeping system they maintain the inventory through the Zoo operations and staff, and can produce an inventory at any time.

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

45 **927 Johnson Road Annexation**

46  
47 Building Official Bill Holland reported the City recently received a petition for annexation from  
48 Dirk Widdowson, and was requesting permission to move on to the next step. The annexation  
49 consists of approximately 1 ¾ acre and is located on the northerly quadrant of Johnson Road, and  
50 the rear property line is contiguous to the Shoemaker Manor Development. He said the property  
51 currently has two dwelling units, one of which has a failed septic system, and the other has a  
52 cesspool, which needs to be cleaned up. The next step would be to the Planning Commission to  
53 rezone the property, and then the annexation agreement would be brought before City Council.  
54 Mr. Holland said there was no concept plan right now, and it should be a simple annexation.

55  
56 Council reached unanimous consensus to advance the annexation to the Planning Commission.

57  
58 **US 13 North PennTex Phase II Annexation**

59  
60 Infrastructure and Development Director Amanda Pollack, joined by the PennTex team to  
61 discuss the PennTex Phase II Annexation. She reported they came before Council in January and  
62 received many questions. They discussed the overall site layout, why the buildings were  
63 positioned where they were vs. the parking lot, runoff, traffic, trees and lighting issues.

64  
65 Jeff Harmon with Becker Morgan Group showed the rendered sight plan to give an idea of how  
66 the proposed site will appear. Minor modifications were made, as Mr. Harmon reported below:

67  
68 **Building Placement-** Mr. Harmon explained PennTex has been involved in many  
69 negotiations with the tenants. What is best from an engineering, noise, light, and  
70 aesthetics standpoint, the buildings do well placed on the pond side. The mass of the  
71 buildings serve as a blockage to light, noise, visual to the parking lot, and good visibility.

72  
73 **Landscaping-** Many trees along the pond bank will stay, and the existing slope from the  
74 yards will remain currently as is. They will remove dead branches and fallen trees, and  
75 look at adding natural, native plantings to make the bank attractive across the pond.

76  
77 **Drive-thru-** There is a continuous hedge planned to provide a dense planting to provide a  
78 barrier to screen the drive-thru lane, order board and parking lot between the two  
79 buildings. The site is elevated about ten feet above the pond, and when shrubs are placed  
80 and grown a bit, there will be no visibility from the pond.

81  
82 **Landscaping-** Along the southern edge of the property there is an overgrown ditch  
83 which collects litter and trash. It will be closed with a drainage pipe and new trees  
84 planted along the edge to screen Aldi from the restaurant parking lots.

85  
86 Betty Tustin from The Traffic Group discussed the connectivity to and from the restaurants and  
87 Aldi, which is the preferred system. There are several outlets available and the current plan  
88 works well. During the morning peak hour, there will be a queue. State Highway can make  
89 modifications with the timing of the traffic signal to give Dagsboro Road more time to clear out.



91 Mr. Harmon explained Ripieno's, the new fine dining restaurant, will have a late dining and late  
92 evening dinner crowd. The upscale, fast-casual restaurant, located on the upper lot by the  
93 highway will mainly serve breakfast and lunch, so there will be a balance of traffic. He showed  
94 on the rendering where the surface water would flow away from the pond towards the collection  
95 system to the underground storage area, being the same approved for Aldi. A vac truck will clean  
96 the debris to keep it from entering the pond.

97  
98 Councilman Ireton discussed the drive-thru on the upscale, fast-casual restaurant being placed on  
99 waterfront property. Mr. Harmon explained the intention was for the residents to not know the  
100 drive-thru was there, which was why the landscape screen, preservation of existing trees, and  
101 enhancement of the existing pond bank with additional plantings was done. Once they are done  
102 with the landscaping plan, the drive-thru will not be seen. Ripieno's will engage the pond, but  
103 because of the type of restaurant it will be, the clientele will want a quiet dinner and no band or  
104 bar. Its architecture will be attractive with a patio, walkway, bulkhead and small dock.

105  
106 Councilman Ireton asked about the parking for Ripieno's, and staff said it would be in front and  
107 along the edge. Since there will be two separate parcels, each will have their own parking, but it  
108 will also have a shared, cross access agreement. If one is very busy and needs spaces on the other  
109 side, they can use the spaces. Once they are open, Mr. Ireton discussed the need to take  
110 corrective action and recourse through the code and Commission if the outcome is not as  
111 expected.

112  
113 President Heath made sure the residents present had seen the changes and asked if they had  
114 additional questions. He invited the public forward to the podium to speak, and the following is a  
115 synopsis of the comments received:

- 116
- 117 • Resident lives directly across from the annexation and said there was a road going to the  
118 pond. The area between the fast food restaurant is apparently open for the window. Asked  
119 if that was the road, or were they leaving the road access and moving over some more for  
120 the lane for the window? Staff explained the existing driveway going back to the home at  
121 the rear is about where the top of the bank is now. The drive-thru lane is further away  
122 from the pond and where the road is now, because they need six or eight feet. It is moved  
123 away from the pond some so that there is adequate planting room for the screen.
  - 124 • Resident asked about plantings at the back restaurant.
  - 125 • Resident asked if there was going to be piped music outside. Tranquility was the goal, so  
126 there would be no band, but possibly a speaker or violinist.
  - 127 • How late will the deck be used? (Probably no later than 10:00 p.m. or 11:00 p.m.)
  - 128 • Resident is worried about how she gets out of the neighborhood because the exiting  
129 traffic will not be able to move until the light changes, and depending on the number of  
130 cars exiting, she will not be able to exit her neighborhood.
  - 131 • Resident asked if the deck will be connected to the restaurant, and it will be. Discussed  
132 the 25' setback and agreed the deck will be more of a boardwalk.
  - 133 • Asked what wall would look like facing the pond on the upscale, fast-casual restaurant,  
134 and was told there were no windows and attractive finishes. There are limited windows  
135 facing the Ripieno's, a drive-thru window and a singular window on the wall facing  
136 towards Rt. 13. All of the windows are on the main wall.

- 137 • Discussed the HVAC and venting placement.
- 138 • The tree line is thick in the southern corner of the second restaurant, but it thins coming
- 139 up to the highway. Suggested in the landscape plan that a lot of work be done to protect
- 140 Mallard Drive and those neighborhoods, because it is visible from the other side of the
- 141 pond. Was told that they would maintain the trees there, remove invasive species and
- 142 place naturalized plantings to enhance the buffer. It will not be mowed down, but what
- 143 should be removed will be taken out.
- 144 • Discussed Aldi's pipe system and how it will connect into the restaurant's same line.
- 145 • On Aldi's property, there are islands and bio retentions, and when it rained the mulch
- 146 came down. He thought it should be some sort of vertical plantings instead of pansies and
- 147 daisies (low-grade plantings). It has to be attended to quite often and has no visual
- 148 appeal.
- 149 • The Comprehensive (Comp) Plan has statements such as, "If there is vegetation 1" or
- 150 larger, than no more than X% of trees or vegetation with diameters of an inch or bigger
- 151 will be removed." That can be amended through the Commission. Concerned that if the
- 152 Comp Plan states the general intention and purpose, if there is an "out", that "out" does
- 153 not give latitude to disregard it. This, from a City/County perspective needs addressing.
- 154 • Please make this project pleasant and quiet for the residents.
- 155 • Asked what would be done to lessen the impact of increased lighting. Staff said the
- 156 building will help block the parking lot lighting, and dark-sky compliance fixtures that
- 157 have cut-offs to direct light downwards will be used in conjunction with abiding by the
- 158 City's minimum required lighting levels. Since the parking is not adjacent to the pond
- 159 and they are keeping the existing trees and enhancing with additional plantings, all will
- 160 block the parking lot lighting. Will also utilize the lowest height fixture that will still give
- 161 the illumination levels required for parking lots. The parcel is about 10 feet higher than
- 162 the pond, and when looking across the pond at the building, the site line goes up in the
- 163 sky. The tops of the lights will likely be unseen.

164  
165 After discussion, Council reached unanimous consensus for the annexation to advance to the  
166 Planning Commission.

### 167 **Pemberton Payment in Lieu of Taxes (PILOT) Discussion**

168  
169 Deputy City Administrator Andy Kitzrow, joined by Tryko Partners Regional Asset Manager  
170 Moe Krohn, passed out the draft resolution to provide for a PILOT to Pemberton Manor, LLC.  
171 He said the goal was for Pemberton Manor LLC to perform some renovations to Pemberton  
172 Manor, and instead of them paying taxes for the next 20 years, they would have the payment  
173 plan, which he also handed out. Draft resolution, PILOT agreement, and payment plan are  
174 included as part of these minutes. He said the agreement has been reviewed and vetted by  
175 Administration, and he pointed out the proposed improvements consisting of renovations to the  
176 kitchens and bathrooms, landscaping, larger children's play spaces, and a comprehensive  
177 security system.

178  
179  
180 Mr. Krohn reported Pemberton Manor, built in 1974, consists of 209 units of which 143 are  
181 designated affordable, and 66 are conventional. The property went into HUD foreclosure in  
182 2011. There were management issues, crime issues and the occupancy was at 66%. In 2012,

183 Tryko Partners acquired the property and invested significantly in the past few years, and have  
184 created the feeling of community on the property and in the neighborhood. He discussed the  
185 daily and weekly programs they have created including an after school with homework and  
186 tutoring assistance and food, summertime breakfast and lunch program, creation of a small  
187 library, weekly etiquette training with the Wicomico County Health Department, some college  
188 prep classes, the back to school event, among others. He discussed the proposed HD exterior  
189 camera system they would like to install, of which individual camera placement was reviewed  
190 and signed off by the local deputies and Police Chief Duncan. They are also adding cameras  
191 inside the buildings, and is remotely accessed by the Police Department and management. He  
192 discussed the improvements planned for the kitchens and bathrooms, new landscaping, signage,  
193 removing fencing at the entrance walkways to create more walking environment, and two Tot  
194 Lots (playgrounds for children under the age of 6). Mr. Krohn said they would spend over a  
195 million dollars with a completion goal of three years after their start date. They will continue to  
196 make tax payments, starting at \$18,000 per year and increasing 5% per year for twenty years.

197  
198 Mr. Boda wondered about 4<sup>th</sup> Amendment issues regarding the cameras, and Mayor Day said it  
199 has become normal at construction, and usually an IP Address is given directly to Salisbury  
200 Police Department. They discussed the signage to make the public aware of the cameras.

201  
202 Council reached unanimous consensus to advance the PILOT legislation to legislative session.

203  
204 **Motion to Convene in Closed Session**

205  
206 At 6:00 p.m., Mr. Heath called for a motion to convene in Closed Session to discuss the  
207 appointment or assignment of a person(s) over whom the public body has jurisdiction as  
208 permitted under the Annotated Code of Maryland §3-305(b)(1). Mr. Boda moved, Ms. Jackson  
209 seconded, and the vote was unanimous to convene in Closed Session.

210  
211 **Motion to end Closed Session / Reconvene in Open Session / Report to Public**

212  
213 At 7:45 p.m., upon a motion and seconded by Mr. Boda and Mr. Ireton, respectively, the vote  
214 was unanimous to end the Closed Session. Council convened in Open Session and President  
215 Heath reported to the Public that Council had interviewed candidates for the District 5 Council  
216 vacancy.

217  
218 The Open Session was then adjourned.

219  
220 \_\_\_\_\_  
221 City Clerk

222  
223 \_\_\_\_\_  
224 Council President

## Pemberton Manor PILOT Payments- Schedule A

<u>Year</u>	<u>Payments</u>
Year 1	\$18,000.00
Year 2	\$18,270.00
Year 3	\$18,544.05
Year 4	\$18,822.21
Year 5	\$19,104.54
Year 6	\$19,391.11
Year 7	\$19,681.98
Year 8	\$19,977.21
Year 9	\$20,276.87
Year 10	\$20,581.02
Year 11	\$20,889.73
Year 12	\$21,203.08
Year 13	\$21,521.13
Year 14	\$21,843.94
Year 15	\$22,171.60
Year 16	\$22,504.18
Year 17	\$22,841.74
Year 18	\$23,184.37
Year 19	\$23,532.13
Year 20	\$23,885.11

1 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND PROVIDING A  
2 PAYMENT IN LIEU OF TAXES (PILOT) TO THE DEVELOPMENT OF PEMBERTON  
3 MANOR, LLC LOCATED AT 1017 FAIRGROUND DRIVE, SALISBURY, MARYLAND  
4 21801.  
5

6 WHEREAS, The City Council of the City of Salisbury, Maryland recognizes that there is  
7 a significant need for quality housing units in Salisbury for persons with low to moderate incomes;  
8 and  
9

10 WHEREAS, Pemberton Manor, LLC or its assignee, a Maryland limited liability  
11 corporation, currently owns and maintains a rental housing development comprised of  
12 approximately two hundred nine (209) units, known as Pemberton Manor, located at 1017  
13 Fairground Drive in Salisbury, MD (the "Project"), of which one hundred forty-three (143) units  
14 will assist persons of lower income as required by applicable law or regulations ("HUD units");  
15 and  
16

17 WHEREAS, Pemberton Manor, LLC proposes to renovate all of the HUD units at this  
18 rental housing development, make improvements to the landscaping, entrance and fencing of the  
19 Project, install security cameras on the Land, and to renovate the non-HUD units as well; and  
20

21 ~~WHEREAS, Pemberton Manor, LLC, has advised the City that financing from the~~  
22 ~~Maryland Department of Housing and Community Development (the "Department") Low Income~~  
23 ~~Housing Tax Credit (the "LIHTC") Program warrants a contribution to the project in the form of a~~  
24 ~~payment in lieu of taxes (PILOT); and~~  
25

26 WHEREAS, the City of Salisbury supports this project because it will continue to address  
27 the need for quality, affordable housing for persons with lower incomes; and  
28

29 WHEREAS, The City of Salisbury desires to provide for a Payment in Lieu of Taxes (the  
30 "PILOT").  
31

32 BE IT HEREBY RESOLVED THAT the City of Salisbury approves a PILOT agreement  
33 between Pemberton Manor, LLC or its assignee and the City of Salisbury, attached hereto,  
34 provided Pemberton Manor, LLC renovates, maintains, and operates the rental housing project at  
35 1017 Fairground Drive for persons with low to moderate income in accordance with the guidelines  
36 of the Department of Housing and the LIHTC Urban Development's restrictive use covenants. The  
37 PILOT agreement provides for a reduction of the City of Salisbury real estate taxes to the amount  
38 of \$18,000 per year with an annual increase of 1.5% beginning in the second PILOT Tax Year if  
39 the project continues to provide affordable housing for persons of lower income for a period of ~~up~~  
40 ~~to twenty (20) years, so long as such affordability restrictions are maintained,~~ from the date the  
41 ~~building PILOT's first payment is granted a certificate of occupancy due;~~ and  
42

43 BE IT FURTHER RESOLVED THAT, the Mayor be granted the authority to execute  
44 said Payment in Lieu of Taxes agreement, which is hereby attached to this resolution, on behalf of  
45 the City of Salisbury; and  
46

47 THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the  
48 City of Salisbury, Maryland held on \_\_\_\_\_, 2018 and is to become effective upon  
49 adoption.  
50

51 ATTEST  
52  
53  
54

55 \_\_\_\_\_  
56 Kimberly R. Nichols  
57 City Clerk

55 \_\_\_\_\_  
56 John R. Heath  
57 President, City Council

58  
59  
60  
61  
62  
63  
64

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

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

## PAYMENT IN LIEU OF TAX AGREEMENT

THIS AGREEMENT FOR PAYMENTS IN LIEU OF REAL PROPERTY TAXES (the "Agreement" is made as of \_\_\_\_\_, 2018, by and between PEMBERTON MANOR LLC (hereinafter referred to as the "Owner"), and CITY OF SALISBURY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter referred to as the "City").

### RECITALS

WHEREAS, the Owner owns that certain tract of real property located at 1017 Fairground Drive, Salisbury, Maryland 21801 that is more particularly described on Exhibit A attached hereto and made a part hereof, and intends to make renovations to all units of the 209 unit rental apartment complex which includes 143 units for persons of lower to moderate incomes ("HUD Units"), known as Pemberton Manor (the "Project"); and

WHEREAS, Section 7-506.1 of the Tax-Property Article of the Annotated Code of Maryland (2012 Replacement Volume, as amended) (the "Code") provides, among other things, that real property outside of Baltimore City may be exempt from county and municipal corporation property tax if: (i) the real property is owned by a person engaged in constructing or operating housing structures or projects; (ii) the real property is used for a housing structure or project that is operated under a federal, State or local government program that funds construction, or insures its financing, or provides interest subsidy, rent subsidy or rent supplements; (iii) the owners thereof enter into an agreement with the governing body of the county and, where applicable, the municipal corporation where the real property is located agree to the payment of a negotiated sum or sums in lieu of the applicable county or municipal corporation real property tax; and (iv) the owner of the real property agrees to continue to maintain the real property as rental housing for lower income persons under the requirements of the government program described herein and agrees to renew any annual contributions contract or other agreement for rental subsidy or supplement, or the owner of the real property enters into an agreement with the governing body of the county or municipal corporation to allow the entire property or the portion of the property which was maintained for lower income persons to remain as housing for lower income persons for a term of at least 5 years; and

WHEREAS, the Owner is engaged in the business of operating housing structures or projects; and

WHEREAS, the Project is a housing structure or project that will be operated in whole or in part within the meaning of Section 7-506.1 of the Code because HUD provides rent subsidy for units at the Project; and

WHEREAS, as part of the PILOT Agreement, Pemberton will covenant and agree, in accordance with the terms and conditions of Section 7-506.1(a)(2)(iv)(2) of the Code, that it or its successors or assigns will operate units at the Project as housing for lower to moderate income persons for a term of at least 5 years from and after the Date of Resolution

of the Project; and

WHEREAS, the Project meets the requirements and criteria of Section 7-506.1 of the Code; and

WHEREAS, the City is duly authorized and empowered to enter into and deliver this Agreement pursuant to the City Resolution (herein defined); and

WHEREAS, pursuant to and in accordance with Section 7-506.1 of the Maryland Property Tax Article and the City Resolution, the City, acknowledging and agreeing that the Project to be operated by the Owner meets the requirements and criteria of Section 7-506.1 of the Maryland Property Tax Article, wishes to enter into this Agreement to accept certain negotiated payments in lieu of city real property taxes so as to facilitate the renovation of the HUD Units at the Project and thereby make available to citizens of the City much needed improved housing for persons of lower to moderate incomes.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the mutual covenants, terms and agreements set forth in this Agreement and pursuant to the power and authority of Section 7-506.1 of the Maryland Property Tax Article and the City Resolution, the City and the Owner hereby agree as follows:

1. Definitions. The following defined terms, when and as used in this Agreement, shall have the meanings herein ascribed to them:

(a) "City Resolution" means Resolution No. \_\_\_\_\_ adopted by the City Council on \_\_\_\_\_, 2018, and approved by the Mayor of Salisbury on \_\_\_\_\_, 2018.

(b) "City Real Property Taxes" means the real property taxes that but for this Agreement would be payable by the Owner to the City with respect to the Project for each Tax Year falling within the Term.

(c) "Cumulative Available Savings" means the Maximum Cumulative Savings less the Cumulative Savings.

(d) "Cumulative Savings" means the difference between the tax payments due in Schedule A and the regular tax based on the current assessment and tax rates for all years since the inception of the PILOT.

(e) "Date of Resolution" means the date as of which the City Resolution takes effect.

(f) "HUD Units" means the 143 units at the Project designated for Low to Moderate Income individuals as set forth in the HUD contract for the Project.

(g) "Land" means that certain tract of real property, comprising approximately 16 acres, in the aggregate, located at 1017 Fairground Drive, Salisbury, Maryland 21801. The Land is



more particularly described in Exhibit A.

(h) "Low to Moderate Income" means incomes as set forth in the HUD contract for the Project.

(i) "Maryland Property Tax Article" means the Tax-Property Article of the Annotated Code of Maryland (2012 Replacement Volume, 2017 Supp.), as the same is amended or supplemented from time to time.

(j) "Maximum Cumulative Savings" means fifty percent (50%) of the cost of the improvements made.

(k) "Payment" means each payment required to be paid by the Owner in lieu of City Real Property Taxes, as set forth in Section 4 of this Agreement.

(l) "Project" means, collectively, the Land and that certain 209-unit housing project, owned by the Owner known as Pemberton Manor, as the same may be renovated, rehabilitated, reconstructed or expanded from time to time.

(m) "Section 7-506.1" means Section 7-506.1 of the Maryland Property Tax Article.

(n) "State" means the State of Maryland.

(o) "PILOT Tax Year" means each one (1) year period commencing on July 1<sup>st</sup> and ending on June 31<sup>st</sup> falling within the Term.

(p) "Term" means that period of time commencing on the Date of Resolution and ending on that date which is the day before the twenty first (21<sup>st</sup>) anniversary of the Date of Resolution.

2. Representations and Warranties by the Owner. The Owner hereby represents and warrants that:

(a) it is engaged in the business of operating housing structures or projects, within the meaning of Section 7-506.1;

(b) the Project is a housing structure or project has a housing and Urban Development contract to receive rent subsidy; and

(c) all necessary action has been taken to authorize the execution of this Agreement by the individual whose signature appears below.

3. Agreements of the Owner.

(a) The Owner hereby covenants and agrees that it will operate the HUD Units at the Project as housing for persons with lower incomes throughout the Term. It is expressly understood that the covenant and agreement of Owner contained in this Section 3 to operate the HUD Units at the Project as housing for persons with lower incomes throughout the Term, as well as all other covenants and agreements of Owner contained in this Agreement, shall be binding on all successors and assigns of Owner in accordance with Section 12 of this Agreement whether the Agreement is recorded or not recorded.

(b) Owner shall abide by the timelines for commencement and completion of the HUD Unit renovations at the Project as set forth below:

- i. Owner shall commence the renovations to the HUD Units at the Project within 90 days (the "Renovation Commencement Date") after Housing and Urban Development's ("HUD") approval of Owner's application to the HUD Community Preservation Program.
- ii. Owner shall complete renovations to at least 15 of the total HUD Units at the Project within 180 days after the Renovation Commencement Date.
- iii. Owner shall complete renovations to at least 50 of the total HUD Units at the Project within 360 days after the Renovation Commencement Date.
- iv. Owner shall complete renovations to at least 100 of the total HUD Units at the Project within 540 days after the Renovation Commencement Date.
- v. Owner shall complete renovations to all 143 HUD Units at the Project within 720 days after the Renovation Commencement Date.
- vi. Owner shall complete renovation of all bathrooms and kitchens throughout the entire development that are not HUD units within 1080 days after the Renovation Commencement Date.

(c) Owner shall install a new camera system at the Project with remote access capability and historical archive, which shall be in substantial conformity with the Camera System plan attached hereto as Exhibit \_\_\_ and which will allow videos to be shared with the Salisbury Police Department. Said security system shall be installed throughout the entire Land in sufficient numbers to be able to capture video covering the substantial majority of the exterior of the entire Land. (Need the Exhibit)

(d) Owner shall erect a fence enclosure around its trash pad at the entrance of the Project.

(e) Owner shall beautify the entrance to the Project from Parsons Road by removing the fence across the sidewalk, and installing high quality landscaping.

(f) Owner shall construct two young children's play areas on the Land for young children to play (ages 1-4 years). Play areas should be large enough to adequately service children from all of the buildings.

(g) Owner shall provide the City with the total cost of renovations, both before, through detailed estimates, and upon completion of work and Owner shall also provide

proof to the City that Owner is making an out of pocket equity investment into improvements being made at the property not including federal, State, or local tax, grant, etc. savings. Owner shall provide the City documents that it reasonably requests to enable the City to make a decision that the requirements of this subsection have been met.

4. Payments in Lieu of Real Property Taxes.

(a) The Project shall be exempt from all City Real Property Taxes at all times during the Term provided the requirements of subsection (a) of Section 7-506.1 have been met. Each Payment shall be paid by the Owner and accepted by the City in lieu of all City Real Property Taxes that would otherwise have been payable by the Owner with respect to the Project for the applicable PILOT Tax Year.

(b) Except as provided in Sections 4(c) and (e), the total amount required to be paid by the Owner to the City during the Term, for and with respect to each PILOT Tax Year under this Agreement shall be Fifteen Thousand Dollars (\$18,000.00) per year plus an increase of one and one half percent (1.5%) per unit per year beginning in the second PILOT Tax Year following the Date of Resolution. This Agreement will terminate at year twenty (20) after the Date of Resolution. A schedule of the tax payment is attached as schedule A and incorporated herein (\*\*need Schedule A)

i. For each tax year, the Cumulative Savings will be calculated. If in any year the Maximum Cumulative Savings would be exceeded with the tax payment in Exhibit A, this PILOT agreement shall terminate and the payment due that year shall be the regular tax payment based on the then current assessment and rate less the Cumulative Available Savings. After that year, no future PILOT savings will be available in future years and all future payments will be based on the then current assessments and tax rates.

(c) In the case of any PILOT Tax Year falling partly within the Term at the outset or conclusion thereof, the applicable Payment shall be prorated based upon the number of days in the Term falling within such PILOT Tax Year.

(d) The Payment required under Section 4(b) above for each PILOT Tax Year shall be due and payable on or before March 31st of the following PILOT Tax Year.

(e) Notwithstanding anything to the contrary set forth elsewhere in this Agreement, the Payment otherwise required to be paid by the Owner with respect to a PILOT Tax Year shall never exceed the City Real Property Taxes that would otherwise have been due and payable with respect to the Project for such PILOT Tax Year.

(f) For all periods of time prior to commencement of the Term, the Owner shall pay City Real Property Taxes with respect to the Project based upon the assessed value of the Land, as reflected in the real property tax records of the City as of the date of this Agreement, and the applicable real property taxes rates of the City in effect for such times.

(g) If any Payment is not paid by April 1<sup>st</sup> of the year immediately following the PILOT Tax Year for which the Payment is due, interest shall be payable thereon at the rate of ten percent (10%) per annum accruing as of the above-referenced dates until paid.

(h.) If the Owner is in default for one hundred eighty (180) days for any payment required under any of the provisions of this Agreement, the City may, at its option, declare a default by providing written notice of the default to the Owner and to the holders of all mortgages or deeds of trust. If within sixty (60) days of such notice, the payments have not been brought current, then the City may, at its option, declare all amounts due as follows: a sum equal to the total real property taxes which would have been due from the Owner in the absence of this Agreement, plus all interest, if any, less all amounts actually paid under this Agreement. To enforce its rights under this paragraph, the City may renegotiate this Agreement, foreclose, or seek any other remedy available at law or in equity. Notwithstanding anything to the contrary which is or might be contained in this agreement, payments due under this paragraph shall be considered a first lien against the Property and superior to any other liens placed upon the Property and may be collected in the same manner as City taxes.

5. Sale or Transfer of Project. In the event of the sale or other transfer of Owner's right, title and interest in and to the Project, which is expressly permitted hereunder, Owner shall be relieved of all obligations and liabilities under this Agreement accruing after the date of such sale or transfer, and the purchaser or transferee of Owner's right, title and interest in and to the Project shall automatically, without the execution of any further documentation, become responsible for all obligations and liabilities of Owner under this Agreement accruing from and after the date of such sale or transfer. Any subsequent sales or transfers shall likewise relieve the seller or transferor of all obligations and liabilities under this Agreement accruing from and after the date of sale or transfer, and the purchaser or transferee shall automatically become responsible therefor.

6. Term. This Agreement shall terminate at year twenty-one (21) after the Date of Resolution. The property shall be assessed and reassessed from time to time as though for purposes of City taxation according to the regular methods and practices applicable to other real property of a similar classification in the City of Salisbury.

7. Notices. For purposes of this Agreement, all notices shall be in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested or overnight mail. Notices shall be given to the parties as follows:

IF TO THE CITY, THEN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF TO THE OWNER, THEN TO:

575 Route 70, 2nd Floor  
Brick, NJ 08723  
Attn: Legal Department

And to:

1017 Fairground Drive  
Salisbury, Maryland, 21801  
Attn: Pemberton Manor LLC

Any party to this Agreement may modify its address to which notice to it shall be sent, by delivery of notice to the other parties hereto in accordance with the foregoing. Each notice that is sent by one party to this Agreement in accordance with the foregoing shall be presumed to have been received on the three (3) business days after the date of mailing, unless sent via overnight mail in which case it will be presumed to be received on the next business day. Notwithstanding any provision to the contrary contained in this Agreement, any person or party not listed in this section shall not be entitled to notice as may be required by this Agreement, unless one party notifies the other parties that additional notice shall also be sent to such person or party.

8. Entire Agreement Headings. This Agreement contains the entire agreement of the parties to this Agreement with respect to the matters herein set forth. All other agreements and understandings of the parties to the Agreement, written or oral, if any, are merged into this Agreement. The headings set forth at the beginning of each of the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to have any independent legal significance or meaning whatsoever.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

10. Assignment. This Agreement may be assigned to a holder of a mortgage or deed of trust in the event of a foreclosure under said mortgage or deed of trust, provided that such assignee shall be subject to the terms and conditions of this Agreement. This Agreement may also be assigned to any member controlled by Pemberton Manor LLC, the Managing Member of Pemberton Manor LLC or any subsequent owner of the Project, or transferee, or successor or assignee, upon written notice to the City. No consent by the City shall be required.

11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and run with the Project.

12. Recording. This Agreement may be recorded in the land records.

13. Recitals. The recitals set forth at the beginning of this Agreement shall be deemed to be a part of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed this Agreement under seal on and as of the date first set forth above.

WITNESS/ATTEST:

Pemberton Manor LLC

\_\_\_\_\_

\_\_\_\_\_

CITY OF SALISBURY, MARYLAND

\_\_\_\_\_

\_\_\_\_\_

Approved as to legal sufficiency this

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

\_\_\_\_\_  
City Attorney

STATE OF \_\_\_\_\_ )

)§

COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the \_\_\_\_\_ by himself as \_\_\_\_\_.

*IN WITNESS WHEREOF* I hereunto set my hand and official seal.

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

Print Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )

)§

COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the \_\_\_\_\_ by himself as \_\_\_\_\_.

*IN WITNESS WHEREOF* I hereunto set my hand and official seal.

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

Print Name: \_\_\_\_\_

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





City of  
**Salisbury**  
Salisbury Police Department

February 21, 2019

TO: Julia Glanz  
City Administrator

FROM: Chief Barbara Duncan

SUBJECT: Resolution - Extension of Acting Status

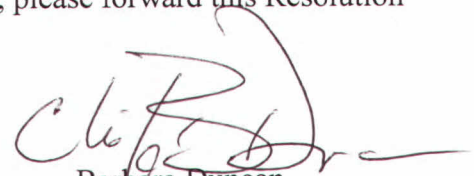
Attached you will find a Resolution to extend the six month "Acting" status for the following officers:

On June 27, 2018, PFC Brandon Caton was assigned to the position of Acting Corporal for the Patrol Division. I am requesting A/Corporal Brandon Caton be allowed to remain in this capacity until promotional testing is completed.

On June 27, 2018, PFC Michael Mitchell was assigned to the position of Acting Corporal for the Patrol Division. I am requesting A/Corporal M. Mitchell be allowed to remain in this capacity until promotional testing is completed.

On June 27, 2018, Cpl Jason Harrington was assigned to the position of Acting Sergeant for the Patrol Division. I am requesting A/Sergeant J. Harrington be allowed to remain in this capacity until promotional testing is completed.

Unless you or the Mayor, have further questions, please forward this Resolution to the City Council.

  
Barbara Duncan  
Chief of Police





1 RESOLUTION No. 2919

2  
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AGREEING TO  
4 THE EXTENSION OF THE ACTING STATUS FOR ACTING SALISBURY POLICE  
5 CORPORAL BRANDON CATON, ACTING SALISBURY POLICE CORPORAL MICHAEL  
6 MITCHELL AND ACTING SALISBURY POLICE SERGEANT JASON HARRINGTON,  
7 ALL THREE ASSIGNED TO THE PATROL DIVISION.  
8

9 WHEREAS, the City’s Employee Handbook provides that employees may only serve in  
10 acting status for a term of six months unless they have the advice and consent of the Council; and  
11

12 WHEREAS, Brandon Caton has been serving in “Acting” status since June 27, 2018 and  
13 reached his six-month anniversary on December 27, 2018; and Michael Mitchell has been  
14 serving in “Acting” status since June 27, 2018 and reached his six-month anniversary on  
15 December 27, 2018; and Sergeant Jason Harrington has been serving in “Acting” status since  
16 June 27, 2018 and reached his six-month anniversary on December 27, 2018; and  
17

18 WHEREAS, the Chief of Salisbury Police Department desires that Brandon Caton,  
19 Michael Mitchell and Jason Harrington continue serving in acting capacity.  
20

21 NOW THEREFORE, BE IT RESOLVED that the Salisbury City Council hereby agrees  
22 to the extended “Acting” status of Brandon Caton, Michael Mitchell and Jason Harrington.  
23

24 THE ABOVE RESOLUTION was introduced, read, and duly passed at a meeting of the  
25 Council of the City of Salisbury, Maryland held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
26 and is to become effective immediately upon adoption.  
27

28 ATTEST:

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

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

32  
33  
34 APPROVED by me this \_\_\_\_ day of \_\_\_\_\_ 2019  
35  
36  
37 \_\_\_\_\_  
38 Jacob R. Day, Mayor  
39  
40



## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Laura Baasland, Administrative Office Associate  
**Subject:** Appointment to the Bicycle Pedestrian Advisory Committee  
**Date:** March 8, 2019

---

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

<u>Name</u>	<u>Term Ending</u>
Melissa Wilson	March 2022

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

Attachment

cc: Mayor Day

February 16, 2018

Jake Day

Mayor, City of Salisbury

Dear Mayor Day,

Please accept this letter as evidence of my interest in serving on the Salisbury Bicycle-Pedestrian Alliance Committee. I have attended Salisbury University and my husband and family of 3 have lived here in town for 20 years.

My engagement efforts have been through running and church-based community service. An important aspect has always been engaging my family so that we can all be involved in volunteering for local running and church events. I recently volunteered at the Algonquin 50K packet pick up at our local eatery Hoppers. I was also involved in helping to mark the course. Using the local hang out and our local trails in Pocomoke, MD is a small, but sustainable boost to the local economy. I also organize a local 5k at St Frances De Sales each May. This year will be our 6<sup>th</sup> year. This event takes planning and organization, but it a great family friendly event that is open to everyone. We even include a \$5.00 kid dash so that our youngest community members can participate!

I have been an avid runner since my days as a student at Salisbury University competing in "fun run" events held at the school. I now regularly participate in our local running events from 5K-50K. I have also completed a 50-mile race in the Blue Ridge mountains.

I am happy to be a part of the revitalization of our wonderful Salisbury City! I love living here and look forward to working with the B-PAC team.

Please let me know if I can offer any more information.

Sincerely,



Melissa M. Wilson

## Melissa Wilson

421 Pinehurst Avenue \* Salisbury, MD 21801 \* 302-604-1914 \* [melwil4@comcast.net](mailto:melwil4@comcast.net)

*Experienced Safety Manager skilled in EHS Management, Site-wide Support, Interpersonal Skills and Attention to Details.*

### SUMMARY OF QUALIFICATIONS

Site Specific Safety Policies	Records Management	Respirator Fit Testing
Contractor Support	Evaluation of Equipment	Corrective Actions
Internal Auditor	Contractor training/Oversight	Tact & Diplomacy

### SELECTED HIGHLIGHTS

Safety Management for grain elevators and feed mills (MD, DE, VA)  
Safety support for grain elevator and feed mills in NC  
Project management (hazard abatement, auditing, safety training)  
Ensures that operations conform to government regulations and corporate procedures  
Performs assessments and identifies specific needs and requirements  
Coordinates industrial hygiene surveys  
Contractor orientations

### WORK EXPERIENCE

Mountaire Farms Safety Manager	February 2017-Current
Tishcon Corp. Safety, Health & Environmental Coord.	September 2015-February 2017
Merck Animal Health Safety & Industrial Hygiene Spec. Contract with Agile 1, working at Merck A.H.	August 2011-December 2013
Laboratory Technician II Intervet Inc.	June 1998-April 2001

### EDUCATION

Bachelor of Science in Biology Salisbury University, Salisbury, Maryland	May 1998
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### CERTIFICATIONS

GEAPS Entry Level Safety	GEAPS Grain Entrapment
Principles of Occupational Safety & Health (POSH)	NFPA 70E
Hazardous Waste Management: The Complete Course	OSHA 30 Hour Compliance
The Fundamentals of Workers Comp	OSHA Course 224: Ergonomics

1 **RESOLUTION NO. 2920**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
Melissa Wilson	March 2022

8  
9  
10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on March \_\_\_\_\_, 2019.

13  
14 ATTEST:

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

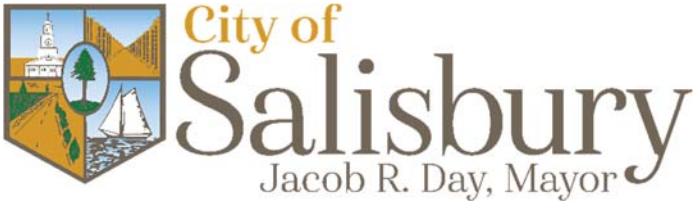
\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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



## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Laura Baasland, Administrative Office Associate  
**Subject:** Appointment to the Youth Development Advisory Committee  
**Date:** March 8, 2019

---

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

<u>Name</u>	<u>Term Ending</u>
Dr. Samantha Scott	March 2022

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

Attachment

cc: Mayor Day

# The Child & Family Center

FOR PSYCHOLOGICAL EVALUATION AND TREATMENT

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## **Tryon & Associates, LLC**

Adeline SC Tryon Ph.D.  
Samantha Scott, Ph.D.

[www.TryonTherapy.com](http://www.TryonTherapy.com)

### **Easton**

111 N. West St. Suite H  
Easton, Maryland 21601

P: 410-820-5667  
F: 443-458-0107

### **Salisbury**

213 W. Main St. Suite 205  
Salisbury, Maryland 21801

P: 410-860-8227  
F: 443-458-0107

### **Memberships**

American Psychological  
Association

Maryland Psychological  
Association

National Association of  
School Psychologists

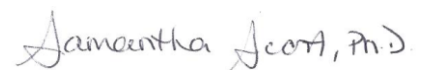
Maryland School  
Psychologists  
Association

February 25, 2019

Mayor Day,

I enjoyed my time as YDAC chair and appreciate the opportunity to work alongside you and the City. Moving forward, I would like to continue my engagement on the YDAC board.

Respectfully Submitted,



Samantha L. Scott, Ph.D.  
Psychologist # 05307

**Samantha L. Scott, Ph.D.**  
**Psychologist # 05307**

**CURRICULUM VITAE**

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**PROFESSIONAL INFORMATION**

2014-present                      **Executive Director, The Child & Family Foundation**  
A non-profit organization to sponsor the 1 Year to Empowerment Program, a year-long program to empower teenage girls in high school.

Business Address                **The Child & Family Foundation**  
200 West Main Street  
Salisbury, MD 21801

Telephone Number                (410) 219-1111  
E-mail Addresses                [OneYearToEmpowerment@gmail.com](mailto:OneYearToEmpowerment@gmail.com)

2012-present                      **Psychologist, The Child & Family Center**  
Licensed psychologist at a private practice in Salisbury and Easton, Maryland, conducting assessment and therapeutic services.

Business Address                **The Child & Family Center**  
213 West Main Street, Suite 205  
Salisbury, MD 21801

Telephone Number                (410) 860-8227  
E-mail Addresses                [SScott@TryonTherapy.com](mailto:SScott@TryonTherapy.com)



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## EDUCATION

- 2017                    **Masters in Psychopharmacology**  
Fairleigh Dickenson University
- 2012                    **Doctor of Philosophy, Clinical Psychology**  
University of Central Florida, Orlando, Florida  
Department of Psychology, *APA Accredited*  
Area of concentration: Clinical Child Psychology  
Doctoral Dissertation: Is selective mutism an emotion  
regulation strategy for children with social phobia?  
Applying theory to understand why some children do not  
speak in social situations.  
GPA: 3.97
- 2011-2012            **Clinical Psychology Predoctoral Internship**  
West Virginia University School of Medicine, *APA Accredited*  
Department of Behavioral Medicine and Psychiatry
- 2009                    **Master of Science, Clinical Psychology**  
University of Central Florida, Orlando, Florida  
Department of Psychology, *APA Accredited*  
Area of concentration: Clinical Child Psychology  
Master's Thesis: Coparenting, parental satisfaction, and  
child behavior problems.
- 2004                    **Bachelor of Science**  
University of Massachusetts, Amherst  
Commonwealth Honors College, Departmental Honors  
Major: Psychology  
Honor's Thesis: The relationship between parenting  
behaviors and childrens' behavior with peers.  
GPA: 3.87, Psychology GPA: 4.0

## **RESEARCH EXPERIENCES**

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### **PUBLICATIONS: PEER-REVIEWED**

- White, R. S., Carper, T. M., **Scott, S. L.**, Middleton, M., Renk, K., Grills-Taquechel, A. (2013). Emerging adults' behavior problems and coping following hurricanes. *Journal of Child and Family Studies*.
- Scott, S.** & Beidel, D. C. (2011). Selective mutism: An update and suggestions for future research. *Current Psychiatric Reports*.
- Scott, S.**, Marino, T., Baksh, E., Middleton, M., & Renk, K. (2009). Relationships among coping strategies, locus of control, and level of worry following exposure to hurricanes. *Journal of Loss and Trauma: International Perspectives on Stress and Coping*, 15(2), 123-137.
- Middleton, M., **Scott, S.**, & Renk, K. (2008). Parental depression, parenting behaviors, and behavior problems in young children. *Infant and Child Development*, 18(4), 323-336.

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### **PUBLICATIONS: BOOK CHAPTERS**

- Renk, K., **Scott, S. L.**, Weaver, R., Lauer, B., Middleton, M., & White, R. (In press). The Importance of fathers' and play. Chapter in *Fatherhood: Roles, Responsibilities, & Rewards*. Hauppauge, NY: Nova Science Publishers, Inc.
- Renk, K., Lauer, B., Weaver, R., **Scott, S. L.**, Middleton, M., & White, R. (In press). Effortful control: Linkages to regulation disorders and attention-deficit/hyperactivity disorder. Chapter in *Disruptive Behaviors: Types, Causes, and Treatments*. Hauppauge, NY: Nova Science Publishers, Inc.
- Renk, K., Middleton, M., Wolfe, R., & **Scott, S. L.**, (2009). Parenting in a state of Depression: Mothers' perceptions of and interactions with their children. In A. M. Columbus (Ed.), *Advances in Psychological Research*, Vol. 64 (pp. 1-27). Hauppauge, NY: Nova Science Publishers, Inc.
- Renk, K., **Scott, S. L.**, Middleton, M., & Wolfe, R. (2009). The relative lack of attention to depression in children: A "sad" state of affairs. In B. T. Naylor (Ed.), *Depression in Children* (pp. 217-242). Hauppauge, NY: Nova Science Publishers, Inc.
- Renk, K., Wolfe, R., **Scott, S. L.**, & Middleton, M. (2009). Evidence-based methods of dealing with social deficits in conduct disorder. In J. Matson (Ed.), *Social behavior and skills in children* (pp. 187-218). New York: Springer.
- Renk, K., Middleton, M., & **Scott, S.** (2008). Coercive parent-child interactions: Behavioral precursors to problematic child outcomes. In F. Columbus (Ed.), *Family Relations: Behavioral, Psychological, and Sociological Aspects* (pp. 1-20). Hauppauge, NY: Nova Science Publishers, Inc.

## PRESENTATIONS

- Scott, S.** (2012). *The best me that I can be. Promoting psychological wellness to decrease bullying at school.* Presented at the MD Coalition for Mental Health, Chesapeake College.
- Scott, S.** (2011). *Diagnostic and Treatment Considerations for Very Young Children.* Presented at the Developmental Seminar Series at the WVU Department of Behavioral Medicine, Charleston, WV.
- Scott, S.** (2011). *Make your school a Bully-free Zone! Prevention and Intervention Tips for Teachers and Educators.* Presented at Charleston Catholic Middle & High School, Charleston, WV.
- Beidel, D. C., Bunnell, B. E., **Scott, S. L.** (October 2011). (Keynote Address). Emotion regulation in selective mutism: Can they really be so anxious if they look so calm? *Child Mind Institute Selective Mutism Conference, New York, NY.*
- Bunnell, B., **Scott, S.**, Mesa, F., & Beidel, D.C. (2011). Confidence in treatment as a mediator of treatment outcome. *Poster presentation at the 31<sup>st</sup> Annual Anxiety Disorders Association of America Conference, New Orleans, LA.*
- Middleton, M., **Scott, S.**, Puff, J., & Renk, K. (2010). *Child temperament and parenting stress: The mediating effects of parental locus of control.* Poster presentation at the 2010 World Congress of Behavioral and Cognitive Therapies, Boston, MA.
- Scott, S.**, Middleton, M., Wolfe, R., Renk, K., & Wagner, B. (2009). *Child temperament and parental satisfaction: The mediating effects of parents' perceptions of their children.* Poster presentation at the Society for Research in Child Development Conference, Denver, CO.
- Wolfe, R., Wagner, B., **Scott, S.**, Middleton, M., & Renk, K. (2009). *Maternal reports of developmental milestones in young children referred for psychological services.* Poster presentation at the Society for Research in Child Development Conference, Denver, CO.
- Middleton, M., **Scott, S.**, & Renk, K. (2009). *Parenting stress and parental satisfaction: Mediating effects of child temperament.* Poster presentation at the South Eastern Psychological Association Conference, New Orleans, LA.
- Renk, K., Middleton, M., & **Scott, S.** (2008). *Parental characteristics and perceptions of young children's behavior problems.* Poster Presentation at the American Psychological Association Conference, Boston, MA.
- Renk, K., Middleton, M., Wolfe, R., **Scott, S.**, Marino, T., & Grills-Taquechel, A. (2008). *The relationship between perceptions of parents and psychological functioning following exposure to hurricanes: Gender differences.* Poster Presentation at the American Psychological Association Conference, Boston, MA.
- Wolfe, R., Renk, K., **Scott, S.**, & Middleton, M. (2008). *Coping in emerging adulthood: Externalizing behaviors and natural disasters.* Poster Presented at the 42<sup>nd</sup> Annual Meeting of the Association for the Behavioral and Cognitive Therapies, Orlando, FL.

**Scott, S.,** Marino, T., Baksh, E., Middleton, M., Wolfe, R., Renk, K., & Grills-Taquechel, A. (2007). *Relationships among locus of control, coping strategies, and level of worry following exposure to hurricanes.* Poster Presentation at the 41<sup>st</sup> Annual Meeting of the Association for Behavioral and Cognitive Therapies Conference, Philadelphia, P.A.

Middleton, M., **Scott, S.,** & Renk, K. (2006). *Parental depression, parenting behaviors, and behavior problems in young children.* Poster Presentation at the South Eastern Psychological Association Conference, New Orleans, LA.

**Scott, S. L.** (2004). *The relationship between parenting behaviors and children's behavior with peers.* Poster presentation at the Boston Undergraduate Psychological Research Conference, Boston, MA.

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## GRANT WRITING

### **The Child & Family Foundation Grant Submissions**

Community Foundation Needs Grant, \$5000 Awarded  
Gladys Goslee Grant, \$5000 Awarded  
The Community Foundation, \$500 Awarded  
The Palmer Foundation, \$5000 Awarded (twice)  
The Henson Foundation, \$5500 Awarded (twice)

**Scott, S.** (Co-PI) & Beidel, D. C. (Co-PI). (2010). Is Selective Mutism an Emotion Regulation Strategy for Children with Social Phobia? Applying Theory to Understand why Some Children do not Speak in Social Situations. \$700 to fund dissertation research, The Learning Institute for Elders at the University of Central Florida, Inc

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## RESEARCH TRAINING & POSITIONS

07/11 –06/12

**WV Department of Behavioral Medicine and Psychiatry**

Charleston Area Medical Center, Charleston Division

**Psychology Intern**, Supervisor: John C. Linton, Ph.D.,

**Project:** The Best Me That I Can Be: A school-based prevention program designed to decrease bullying by promoting empathy and psychological wellness in children.

**Description:** Developed *The Best Me That I Can Be* program, an 8-week psychoeducational in-class program designed to decrease bullying by increasing empathic behavior and psychological self-awareness in children. Primary Investigator: John C Linton, PhD

**Project:** Randomized Placebo-Controlled Trial of N-Methyl-D-Aspartate Antagonist as a Rapid-Acting Anti-Depressant in Depressed Emergency Department Patients.

**Description:** Evaluate the onset and duration of antidepressant effects of a single dose of ketamine (0.20mg/kg) by comparing measures of depression pre and post infusion in ED patients with major depressive disorder to inform the acceptability of using ketamine as a treatment for suicidality in ED patients. Primary Investigator: William Payne, MD

**Project:** Caregivers' Acceptability of Parent-Child Interaction therapy: Are Cultural Modifications Needed in Appalachia?

**Description:** Evaluate Appalachian Caregivers' acceptability of Parent-Child Interaction Therapy (PCIT) and this treatment's specific components. Principal Investigator: Scott Fields, Ph.D.

06/10 – 05/12

**Anxiety Disorders Clinic**

***Graduate Research Assistant***, University of Central Florida

Advisor: Deborah C. Beidel, Ph.D., APBB

Research projects investigated topics including the physiological and behavioral responses of children with anxiety disorders and developmental disorders such as Asperger's Syndrome and Autism. Also examined the social functioning of these children pre and post administration of Social Effectiveness Therapy.

**Specific Trainings & Competencies:**

Mindware Biopotential Cardiograph Ambulatory System

Noldus Behavioral Observation & Coding System

8/06 – 06/10

**Young Child and Family Research Clinic (YCFRC)**

***Graduate Research Assistant***, University of Central Florida

Advisor: Kimberly Renk, Ph.D.

Research projects investigated topics including family interaction characteristics/relationships, discipline/parenting strategies, and child and adolescent emotional and behavioral functioning amongst diverse populations, including families of varying ethnic backgrounds. Also conducted research on parent-child interactions, anger-management groups conducted with children, parent-training groups conducted with parents, and corresponding self-report measures.

**Specific Trainings & Competencies:**

Crowell Parent-Child Interaction Paradigm

01/01-05/04

**Preschool Project Lab**

*Undergraduate Research Assistant* University of Massachusetts, Amherst  
Advisor: David Arnold, Ph.D.

Research projects included implementing and examining practical early interventions for disruptive behaviors and academic problems in young high-risk children.

09/03-05/04

**Early Behavior Development Lab**

*Undergraduate Research Assistant*, University of Massachusetts, Amherst  
Advisor: Elizabeth Harvey, Ph.D.

Research projects included the examination of parent-child interactions and family relationships in relation to the early development of disruptive behavior disorders.

### ***CLINICAL EXPERIENCES***

---

#### **CLINICAL POSITIONS**

06/12-present

**The Child & Family Center, Salisbury, MD**  
**Psychologist #05307** (Licensed 10/2013)

Conduct psychological and psychoeducational assessments for children, teens and adults. Attend school meetings and assist in the development of 504 plans and IEPs. Offer individual, couples and family therapy utilizing an integrative approach grounded in cognitive behavioral and behavioral therapies.

---

#### **PREDOCTORAL INTERNSHIP**

07/11-06/12

**WVU Department of Behavioral Medicine and Psychiatry**  
**Psychology Intern**, Charleston Division, Charleston, WV

Supervisor: John C. Linton, Ph.D.

Individual, family, and group treatment for children and adolescents, as well as couples therapy. Treatment modalities included Cognitive Behavioral Therapy, Behavior Therapy, Parent-Child Interaction Therapy, and Dialectical Behavior Therapy. Inpatient clinical activities include group and individual therapy on an inpatient psychiatric unit that services adults with severe and chronic mental illness. Consultation service activities occur in a large general hospital, women and children's hospital and family medicine clinic. Additional clinical activities include neuropsychological assessments, psychoeducational assessments and psychological assessments of children recovering from cancer and other life threatening illnesses.

**Additional Trainings:** 2 week intensive DBT Workshop

---

## CLINICAL EXPERIENCES PRIOR TO GRADUATION

05/10-06/11

**The Child and Family Center**

*Psychology Associate and Intern*, Supervisor: Adeline Tryon, Ph.D.

Conducted psychological & psychoeducational evaluations of children, teens and adults. Data entry and analysis to inform behavior plans for adults with developmental disabilities.

07/09 – 05/10

**Maitland Psychology**

*Clinical Psychology Intern*, Supervisors: Dano Leli, Ph.D., ABPP  
Neuropsychology Private Practice

Administered & scored psychological and neuropsychological batteries of children, adolescents, and adults presenting with neuropsychological, cognitive, emotional, and behavioral difficulties.

05/08 – 05/09

**Lakeside Alternatives, Inc. Community Mental Health Center**

*Assessment Specialist and Therapist*, Supervisor: Joe Clemmens, Psy.D.  
Community Mental Health Center

Conducted diagnostic intakes to determine inpatient and outpatient treatment for children, adolescents and adults experiencing a wide range of severe psychological concerns. Conducted crisis groups, social skills groups and anger management groups and offered individual and family therapy.

08/06-05/11

**University of Central Florida Psychology Clinic**

*Graduate Therapist Trainee* Supervisor: Deborah Beidel, Ph.D., APBB

Conducted intake interviews and diagnostic evaluations (e.g., developmental intakes, psychological assessments, psychosocial interviews, self-report, parent-report, and teacher-report measures, school observations). Developed integrated report writing, formulating treatment plans, and weekly supervision meetings. Also, conducted psychological and psychoeducational assessments and *supervised* second and third year graduate students conducting psychoeducational evaluations of children and adolescents presenting with emotional, behavioral, and academic difficulties.

09/08-12/10

**Camp Boggy Creek**

*Volunteer Therapist*, Eustis, FL

Facilitated group sessions for parents of children with chronic and/or life threatening physical illnesses (e.g., Asthma, Cancer, Craniofacial disorders, Diabetes, Epilepsy, Heart Disease, Rheumatic Disease, Spina Bifida, Hemophilia, and HIV/AIDS).

09/07, 09/08, 09/09

**ROCK Family Weekend, American Cancer Society**

*Volunteer Therapist*, Disney Contemporary Resort, Orlando, FL  
Supervisor: Stacey Dunn, Ph.D.

Assisted with couples workshops designed to improve communication skills and relationships among families of children with Cancer.

5/07-11/07

**Neuropsychological Assessment Services (NAS)**

*Assessment Services Assistant*, Winter Park, Florida  
Employer: Kristjan Olafsson, PhD.

Administered and scored a variety of neuropsychological assessment measures (e.g., intellectual and achievement measures, physical performance assessments, mental status exams, memory measures, and self-report measures of emotional functioning) in a private outpatient setting to adolescents and adults presenting with neuropsychological difficulties (e.g., traumatic brain injury, medical conditions, dementia).

---

**CLINICAL EXPERIENCES PRIOR TO GRADUATE TRAINING**

06/05-11/05

**Maple Shade Youth and Family Services**

*Residential Counselor*, Mardela Springs, Maryland

Planned and monitored daily living activities of adolescent boys in a long-term (i.e., up to 12 months) residential center experiencing a wide range of severe and chronic emotional and behavioral difficulties.

09/03-05/04

**Baystate Medical Center – Dayschool & Partial Hospital**

*Mental Health Counselor/Psychology Intern*, Springfield, Massachusetts

Assisted in the classroom, monitored time out rooms, recorded points for daily behaviors, and helped with occupational therapy activities for children age 6- to 17- years old. Developed and lead an anger management program, co-lead psychoeducational groups & therapy groups and attended school and provider meetings.

12/03-05/04

**Providence Hospital – Child and Adolescent RTC**

*Mental Health Counselor*, Holyoke, Massachusetts

Planned and monitored daily activities for children and adolescents (age 7- to 17- years old) experiencing a wide range of emotional and behavioral difficulties residing in an acute psychiatric residential treatment facility.



### ***TEACHING EXPERIENCES***

Fall 2012	<b>Abnormal Psychology, Adjunct Professor</b> Department of Psychology, Salisbury University
Spring 2011	<b>Interviewing and Counseling, Instructor of Record</b> Department of Psychology, University of Central Florida
Spring 2011	<b>Personality Theory, Graduate Teaching Assistant</b> Department of Psychology, University of Central Florida
Fall 2010	<b>Basic Learning Processes, Instructor of Record</b> Department of Psychology, University of Central Florida
Spring 2010	<b>Interviewing and Counseling, Instructor of Record</b> Department of Psychology, University of Central Florida
Fall 2009	<b>Undergraduate Fieldwork, Teaching Assistant</b> Department of Psychology, University of Central Florida
Summer 2009	<b>Undergraduate Fieldwork, Teaching Assistant</b> Department of Psychology, University of Central Florida
Spring 2009	<b>Women's Mental Health, Teaching Assistant</b> Department of Psychology, University of Central Florida
Spring 2009	<b>Undergraduate Fieldwork, Teaching Assistant</b> Department of Psychology, University of Central Florida
Fall 2008	<b>Interviewing and Counseling, Instructor of Record</b> Department of Psychology, University of Central Florida, Heathrow
Summer 2008	<b>Psychology of Diversity, Instructor of Record</b> Department of Psychology, University of Central Florida, Metrowest
Fall 2007	<b>Clinical Psychology, Teaching Assistant</b> Department of Psychology, University of Central Florida

### ***COMMUNITY/ DEPARTMENTAL SERVICES***

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#### **AFFILIATIONS & OFFICES**

2017-present	Youth Development Advisory Committee, Salisbury, MD Chair
2014-present	Salisbury's Promise, Salisbury, MD Steering Committee Member

- 2013-present      Wicomico Rotary Club, Salisbury MD  
Board Member, Secretary, Rotarian of the Year (2013), President (2017)
- 2013-present      Women's Fund, Salisbury MD  
Secretary
- 2013-present      United Way, Salisbury MD  
Young Leaders Member, Wicomico County Steering Committee
- 08/06-07/09      FIGGS (Family Interactions Group for Graduate Students)  
Treasurer (08-09), Vice President (07-08), Secretary (06-07)
- 05/08-05/09      Psi Docs (Doctoral Organization of Clinical Students in Psychology)  
President (08-09), Treasurer (07-08)
- 08/07-05/08      Fundraising and Agency Committee, UCF Graduate Student Association  
Committee Chair & Member
- 08/06-05/07      Advisory Committee Member, UCF Graduate Student Association
- 08/03-05/04      Psi Chi National Honors Society in Psychology, UMass, Amherst  
President

### ***PROFESSIONAL DEVELOPMENT***

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#### **WORKSHOPS & COLLOQUIA**

- Intensive Training Course (September 2011 & March 2012). *Dialectical Behavior Therapy Intensive Training Course*. Presented by Christine Foertsch, Ph.D. and Sarah Reynolds (Behavioral Tech, LLC), Ph.D. at the CAMC, Charleston Division Department of Behavioral Medicine and Psychiatry, Charleston, WV.
- Clinical Workshop (April 2011). *Comprehensive Behavioral Intervention for Tourette's Syndrome and Tics (CBIT) Skills Development Workshop*. Presented by Alan Peterson, Ph.D. at the University of Central Florida, Orlando, FL.
- Guest Speaker (September 2010). *Child Anxiety and the Threat of Disasters*. Presented by Jonathan S. Comer, Ph.D. (from Boston University's Center for Anxiety and Related Disorders) at the University of Central Florida, Orlando, FL.
- Training Seminar (September 2010). Heart Rate Variability (HRV) Science Training Seminar. Two day conference sponsored by Mindware Technologies Ltd. in Columbus, Ohio.
- Guest Speaker. (March 2010). *The Role of Sleep in the Development and Maintenance of Anxiety Disorders*. Presented by Candice A. Alfani, Ph.D. at the University of Central Florida, Orlando, FL.

Guest Speaker (February 2010). *How to Detect and Correct the Lies that Data Tell*. Presented by Frank L. Schmidt, Ph.D. at the University of Central Florida, Orlando, FL.

Clinical Workshop (3 hours; October 2009). *Diverse Play Therapy Techniques Addressing Social, Emotional, and Behavioral Exceptionalities: Storytelling Using Art, Bibliotherapy, and Puppets*. Presented by She Hughes-Brand, Ph.D. & Natasha Hanna, MLIS at the University of Central Florida, Orlando, FL.

Guest Speaker (February 2009). *Tales from Both Sides of the Table: A Parent's/professional's View of IEP Meetings*. Presented by Sandra Grider, M.Ed. at the University of Central Florida, Orlando, FL.

Professional Training (January 2009). *Psychological First Aid*. 8-hour disaster relief training conducted by the American Red Cross, Orlando, FL.

Guest Speaker (November 2008). *Law and Psychiatry: Suicide Risk Assessment*. Presented by Karl Seig, M.D., FAPA at the University of Central Florida, Orlando, FL.

Clinical Workshop (3 hours; November 2008). *Sex Therapy with Sexual Trauma Survivors*. Presented by Keri Nola, M.A., LMHC at the University of Central Florida, Orlando, FL.

Clinical Intervention Workshop (8 hours; November 2008). *Parent-child Interaction Therapy* presented by Cheryl B. McNeil, Ph.D. at the 42<sup>nd</sup> Annual Meeting of the Association for the Behavioral and Cognitive Therapies, Orlando, FL.

Clinical Workshop (5 hours; November 2008). *Cognitive-Behavioral Couples Therapy for Domestic Abuse*. Presented by Norman B. Epstein, Jaslean J. La Taillade, & Carol A. Werlinich at the 42<sup>nd</sup> Annual Meeting of the Association for the Behavioral and Cognitive Therapies, Orlando, FL.

Clinical Workshop (5 hours; November 2008). *Using Motivational Interviewing Strategies and Techniques to Help Patients Change Risky/problem Behaviors*. Presented by Linda Sobell, at the 42<sup>nd</sup> Annual Meeting of the Association for the Behavioral and Cognitive Therapies, Orlando, FL.

Guest Speaker (October 2008). *Human Trafficking*. Presented by Tom Gillan, CLET, CSTS at the University of Central Florida, Orlando, FL.

Lakeside Behavioral Healthcare (May, 2008). *Domestic Violence: Identification and Protocols for Clinical Practice*. Workshop presented at Lakeside Alternatives, Inc. Community Mental Health Center, Orlando, FL.

Lakeside Behavioral Healthcare (May, 2008). *Clinical Assessment Procedures*. Workshop presented at Lakeside Alternatives, Inc. Community Mental Health Center, Orlando, FL.

Lakeside Behavioral Healthcare (May, 2008). *Baker Act Procedures and Practice*. Workshop presented at Lakeside Alternatives, Inc. Community Mental Health Center, Orlando, FL.

Lakeside Behavioral Healthcare (May, 2008). *Understanding the Mental Health Client*. Workshop presented at Lakeside Alternatives, Inc. Community Mental Health Center, Orlando, FL.

Lakeside Behavioral Healthcare (May, 2008). *Clinical Risk Assessment: Assessing Suicidality*. Workshop presented at Lakeside Alternatives, Inc. Community Mental Health Center, Orlando, FL.

Lakeside Behavioral Healthcare (May 2008). *Verbal De-escalation Techniques*. Workshop presented at Lakeside Alternatives, Inc. Community Mental Health Center, Orlando, FL.

Lakeside Behavioral Healthcare (May 2008). *Crisis Prevention Institute Training*. Workshop presented at Lakeside Alternatives, Inc. Community Mental Health Center, Orlando, FL.

Lakeside Behavioral Healthcare (May 2008). *HIV/AIDS Educational Workshop*. Workshop presented at Lakeside Alternatives, Inc. Community Mental Health Center, Orlando, FL.

Guest Speaker (April 2008). *Applications of Medical Interventions in the Field of Psychology*. Presented by Marcia Verduin, M.D. at the University of Central Florida, Orlando, FL.

Workshop (March 2008). *Grant Writing Workshop*. Presented by Deborah Beidel, Ph.D., ABPP at the University of Central Florida, Orlando, FL.

Guest Speaker (October 2007). *Clinical Applications of Neuropsychological Findings in Anorexia Nervosa*. Presented by Marion Roberts, M.S. at the University of Central Florida, Orlando, FL.

Symposium (May 2003). *Update: ADHD in Children*. Sponsored by Baystate Health System, Department of Psychiatry and Academic Affairs. Holyoke, MA.

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## PROFESSIONAL AFFILIATIONS

2014	Child & Family Foundation, Executive Director, Salisbury, MD
2013-present	Maryland Psychological Association, Member
2002-present	American Psychological Association, Associate Member (Div. 42, 53, 55)

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## HONORS & AWARDS

2015	Best Of, Psychologist, Wicomico County
2014	Daily Record VIP top 40 professionals under 40 in Maryland
2014	Rotarian of the Year, Wicomico Rotary
2012	WVU Outstanding Research Award
2011	National Psychologist Trainee Register Credentialing Scholarship
2008	UCF Who's Who among Students Award
2006	Graduate Provost Award
2004	Psi Chi Officer Appreciation Award

- 2003 Commonwealth College Research Assistant Fellowship
- 2003-2004 Phi Kappa Phi Honors Society
- 2002-2004 Golden Key National Honors Society
- 2001-2004 National Collegiate Scholar Honors Society
- 2001-2005 Psi Chi Honors Society

1 **RESOLUTION NO. 2921**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
8 Dr. Samantha Scott	9 March 2022

10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on March \_\_\_\_\_, 2019.

13  
14 ATTEST:

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

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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**INTER**

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**OFFICE**

# MEMO

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## Office of the Business Development

**To:** City Council  
**From:** Laura Soper  
**Subject:** Enterprise Zone Eligibility – 212 East Main Street LLC  
**Date:** March 8, 2019

Attached is a copy of the application requesting Enterprise Zone designation for 212 East Main Street LLC that I received from Tom Ayd. I have reviewed this application and, to the best of my knowledge, this establishment meets all of the qualifications to be so designated. This property is located within the boundaries of the City's Enterprise Zone, and this company has invested more than \$50,000 in the property and/or has hired (or will hire) two or more NEW full time employees since locating in the Enterprise Zone.

I recommend that the City Council adopt the attached resolution designating 212 East Main Street LLC located at 207 E Market Street, eligible to receive the benefits of the Enterprise Zone.

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

cc: Mayor Day  
Julia Glanz  
Kim Nichols

Attachments

## Laura Soper

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**From:** Connie Klaverweiden  
**Sent:** Friday, February 22, 2019 3:13 PM  
**To:** Laura Soper  
**Cc:** Olga Butar  
**Subject:** FW: Enterprise zone  
**Attachments:** 207 E Market St - enterprise zone - 2.21.19.pdf

Laura,

The business is in good standing and the real estate taxes are paid.

### Connie Klaverweiden

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



---

**From:** Olga Butar  
**Sent:** Friday, February 22, 2019 12:14 PM  
**To:** Connie Klaverweiden <cklaverweiden@salisbury.md>  
**Cc:** Keith Cordrey <kcordrey@salisbury.md>; Amanda Pollack <APollack@salisbury.md>; Laura Soper <lsoper@salisbury.md>  
**Subject:** FW: Enterprise zone

Connie,

Please see request below.  
Thank you,

Olga Butar  
Assistant Director of Finance - Operations  
City of Salisbury  
125 N. Division St  
Salisbury, MD 21801  
Email: [obutar@salisbury.md](mailto:obutar@salisbury.md)  
Phone: 410-548-3110





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

**From:** Laura Soper  
**Sent:** Friday, February 22, 2019 11:08 AM  
**To:** Amanda Pollack <[APollack@salisbury.md](mailto:APollack@salisbury.md)>; Keith Cordrey <[kcordrey@salisbury.md](mailto:kcordrey@salisbury.md)>  
**Cc:** Olga Butar <[obutar@salisbury.md](mailto:obutar@salisbury.md)>  
**Subject:** FW: Enterprise zone

I have received a request from 212 East Main Street LLC located at 207 E Market Street, Salisbury, MD that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

#### Infrastructure & Development

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

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

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

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

Does this business meet all permit requirements?

#### Finance

Is this business up to date on their taxes?

Are they in good standing with SDAT?

Please answer the questions above under the heading for your department and return to my office by 3/1/2019. Your assistance is appreciated. If you have any questions, please let me know.

**From:** Chase Powell [<mailto:chase@greenstreethousing.com>]  
**Sent:** Thursday, February 21, 2019 11:35 AM  
**To:** Tom Ayd

## Laura Soper

---

**From:** Amanda Pollack  
**Sent:** Friday, February 22, 2019 1:45 PM  
**To:** Laura Soper  
**Subject:** RE: Enterprise zone

Laura,  
The project complies with all requirements reviewed by the Department of Infrastructure and Development.  
Amanda

**Amanda H. Pollack, P.E.**  
Director  
Department of Infrastructure and Development  
City of Salisbury  
125 N. Division St., Room 202  
Salisbury, MD 21801  
410-548-3170



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

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**From:** Laura Soper  
**Sent:** Friday, February 22, 2019 11:08 AM  
**To:** Amanda Pollack; Keith Cordrey  
**Cc:** Olga Butar  
**Subject:** FW: Enterprise zone

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Does this business meet all permit requirements?

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Are they in good standing with SDAT?

Please answer the questions above under the heading for your department and return to my office by 3/1/2019. Your assistance is appreciated. If you have any questions, please let me know.

**From:** Chase Powell [<mailto:chase@greenstreethousing.com>]

**Sent:** Thursday, February 21, 2019 11:35 AM

**To:** Tom Ayd

**Cc:** Kimberly Hiebert; Laura Soper

**Subject:** Re: Enterprise zone

Good Morning Laura,

Our enterprise zone application for 207 E Market St is attached.

Thanks,

Chase Powell

  
**GREEN STREET  
HOUSING**  
212 E. Main St. Suite 200  
Salisbury, MD 21801  
443.615.7124 (Mobile)

On Fri, Jan 25, 2019 at 6:55 PM Tom Ayd <[tom@greenstreethousing.com](mailto:tom@greenstreethousing.com)> wrote:

K & C,

Can you please work with Laura to get the enterprise certification for our building and 212 East Main Street, LLC.

Thanks.

--

## Laura Soper

---

**From:** Laura Soper  
**Sent:** Friday, February 22, 2019 11:08 AM  
**To:** Amanda Pollack; Keith Cordrey  
**Cc:** Olga Butar  
**Subject:** FW: Enterprise zone  
**Attachments:** 207 E Market St - enterprise zone - 2.21.19.pdf

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**To:** Tom Ayd  
**Cc:** Kimberly Hiebert; Laura Soper  
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Thanks,

Chase Powell

  
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HOUSING**  
212 E. Main St. Suite 200  
Salisbury, MD 21801  
443.615.7124 (Mobile)

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Can you please work with Laura to get the enterprise certification for our building and 212 East Main Street, LLC.

Thanks.

--

-Tom Ayd  
443.614.4976



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

February 22, 2019

Tom Ayd  
212 East Main Street LLC  
212 E Main Street Suite 200  
Salisbury, MD 21801

Dear Mr. Ayd:

I have received your request for enterprise zone designation for 212 East Main Street LLC located in Salisbury MD. I will begin processing this request immediately. I will be back in touch if I need further information, and to let you know when this matter will be brought before the City Council and the County Council for approval.

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

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

Very truly yours,

Laura Soper  
Director of Business Development – City of Salisbury

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

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

**Applying For:**

Income Tax Credit

Real Property Tax Credit

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

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

The Real Property Credit

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

**Necessary Qualifications**

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

### The State Income Credit

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

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

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

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



**Section A: Applicant Information**

Name of Business / Developer applying for Enterprise Zone credits:

212 East Main Street, LLC

Name of Contact Person: Tom Ayd

Title: Authorized Person

Phone: 443-615-7121

Email: tom@greenstreethousing.com

Mailing Address: 212 E. Main Street, Suite 200, Salisbury, MD 21801

**Section B: Enterprise Zone Property Information**

Enterprise Zone Property Address: 207 E Market St, Salisbury, MD 21801

Property Tax Account Number: 05-017270

Property Ownership: 212 East Main Street, LLC

Lease:  Own:

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

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

Owner of the Real Property: 212 East Main Street, LLC (contact: Tom Ayd)

Mailing address of property owner: 212 E. Main Street, Suite 200, Salisbury, MD 21801

Phone: 443-615-7121

Email Address: tom@greenstreethousing.com

Project Start Date: 3/1/19

Anticipated Project Completion Date: 8/1/19

Briefly describe capital improvements plans: Renovation of 5,000 +/- SF of office

space on the second floor. Two businesses will occupy the space once complete.

Type of Construction and Costs

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

New Construction: \$ \_\_\_\_\_

Rehabilitation: \$ 425,000

Cost of new machinery & equipment\*: \$ \_\_\_\_\_

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

Name of Applicant: Tom Ayd Position/Title: Managing Member

Applicant Signature:  Date: February 21, 2019

Name of Property Owner: 212 East Main Street, LLC (contact: Tom Ayd) Position/Title: Managing Member

Property Owner Signature:  Date: February 21, 2019

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

**Section D: Enterprise Zone Employment Tax Credit Information**

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

Federal Employer Identification Number (EFIN): \_\_\_\_\_

Unemployment Insurance #: \_\_\_\_\_ NAICS Code (if available): \_\_\_\_\_

Type of Business (i.e., restaurant, retail, financial services, etc.): \_\_\_\_\_

Is business located in the Enterprise Zone now? Yes \_\_\_ No \_\_\_

If yes, since what year: \_\_\_\_\_

Is the business relocation from another place? Yes \_\_\_ No \_\_\_

If yes, where was the previous location?: \_\_\_\_\_

Is the business a new, start-up? Yes \_\_\_ No \_\_\_

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

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

\_\_\_\_\_

Number of existing employees: \_\_\_\_\_

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

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

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

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

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

Name of Applicant: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RESOLUTION NO. 2922

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING THAT 212 EAST MAIN STREET, LLC IS ELIGIBLE TO RECEIVE ENTERPRISE ZONE BENEFITS FOR PROPERTY LOCATED AT 207 E MARKET STREET, SALISBURY MD.

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

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

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

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

WHEREAS, 212 East Main Street LLC meets the standards set forth in the State Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

WHEREAS, Tom Ayd, representing 212 East Main Street LLC has requested that the company be designated as eligible for Enterprise Zone benefits because of its investment of more than \$50,000 at their property located in the zone at 207 E Market Street.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland that 212 East Main Street, LLC be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this resolution.

The above Resolution was introduced and read and passed at the regular meeting of the Salisbury City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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


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

APPROVED by me this  
\_\_\_\_\_ day of \_\_\_\_\_ 2019.

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

# 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. 2914**

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 April 8, 2019 at 6:00 p.m.;



83 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 April 8, 2019 at 6:00 p.m. in the Council  
89 Chambers at the City-County Office Building and the City Administrator shall cause a public notice  
90 of time and place of said hearing to be published not fewer than two (2) times at not less than  
91 weekly intervals, in a newspaper of general circulation in the City of Salisbury, which said notice  
92 shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing  
93 on the Resolution, which date shall be no sooner than 15 days after the final required date of  
94 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)

*Steve 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

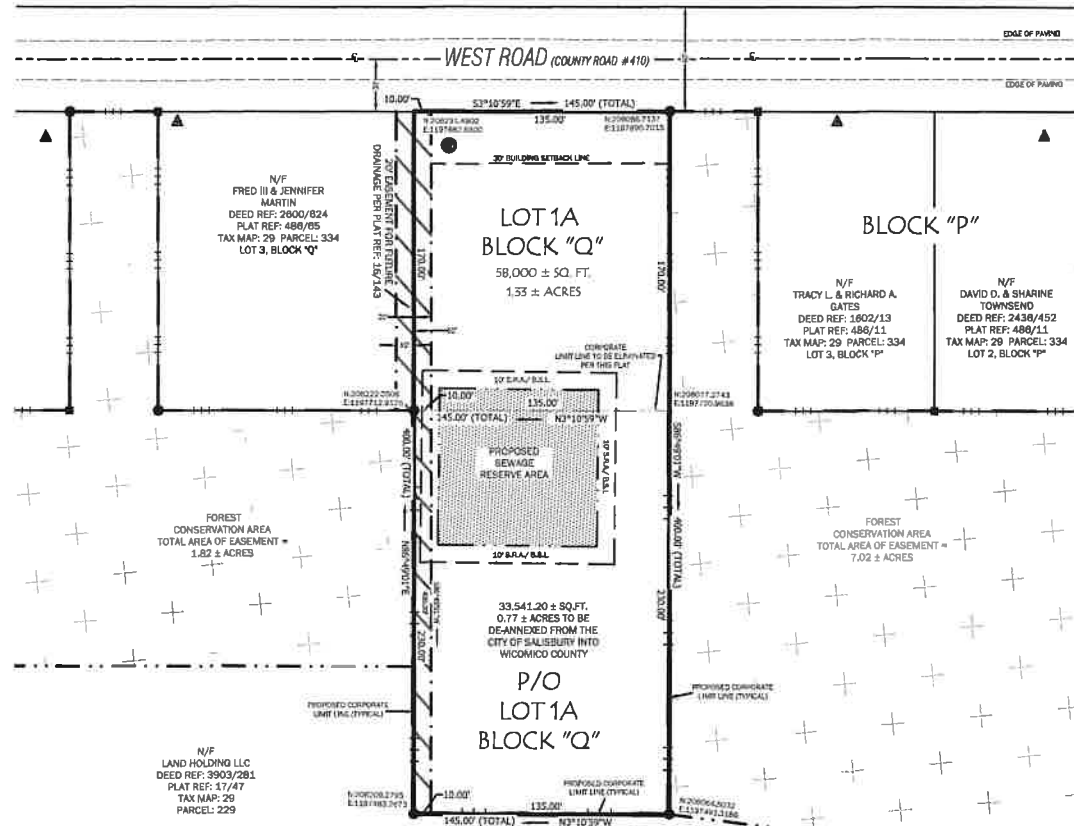
Manor Subdivision" X 1,197,844.87 Y 206,910.83; thence with the boundary line of said Block S the following three courses: (1) South eighty-six degrees forty-nine minutes one second West (S 86° 49' 01" W) one hundred and fifty decimal zero, zero (150.00) feet to a point X 1,197,695.10 Y 206,902.51; (2) 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

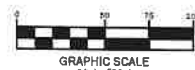


East (S 03° 10' 59" E) two hundred and twenty-three decimal seven, one (223.71) feet to a point X 1,198,152.34 Y 201,534.81; (10) South twenty-two degrees forty minutes twenty-nine seconds East (S 22° 40' 29" E) two thousand five hundred and ninety-seven decimal one, two (2,597.12) feet to a point on 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)543-2181
  - Deed reference: 2972/04 (Blamar Properties, LLC)
  - Plat reference: 16/04, 17/47 (Rectangular 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 entirely in Wicomico County B-2 (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 1987.
  - Proposed Sewerage 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		CORRECTED ANNEXATION PLAT OF		
DATE	BY	"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"		
10/11/2018	MAM			
LOCATION: CITY OF SALISBURY & WICOMICO COUNTY		SALISBURY ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND		
SCALE: 1" = 50'	DATE: 08/28/2018	TAB MAP: 29		
FILE: S1311C_ANNEXATION	JOB NO.: S1311C	DRAWN BY: MAM	PIC: 229 & 334	

SURVEYING FORESTRY

**PARKER & ASSOCIATES**

ESTABLISHED 1975

CIVIL ENGINEERING INC. 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.

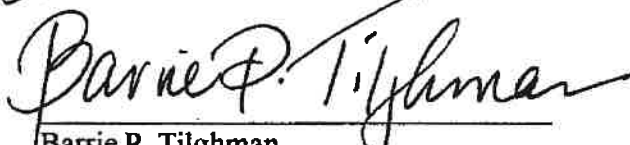
The above resolution was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 9<sup>th</sup> day of October, 2006, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on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

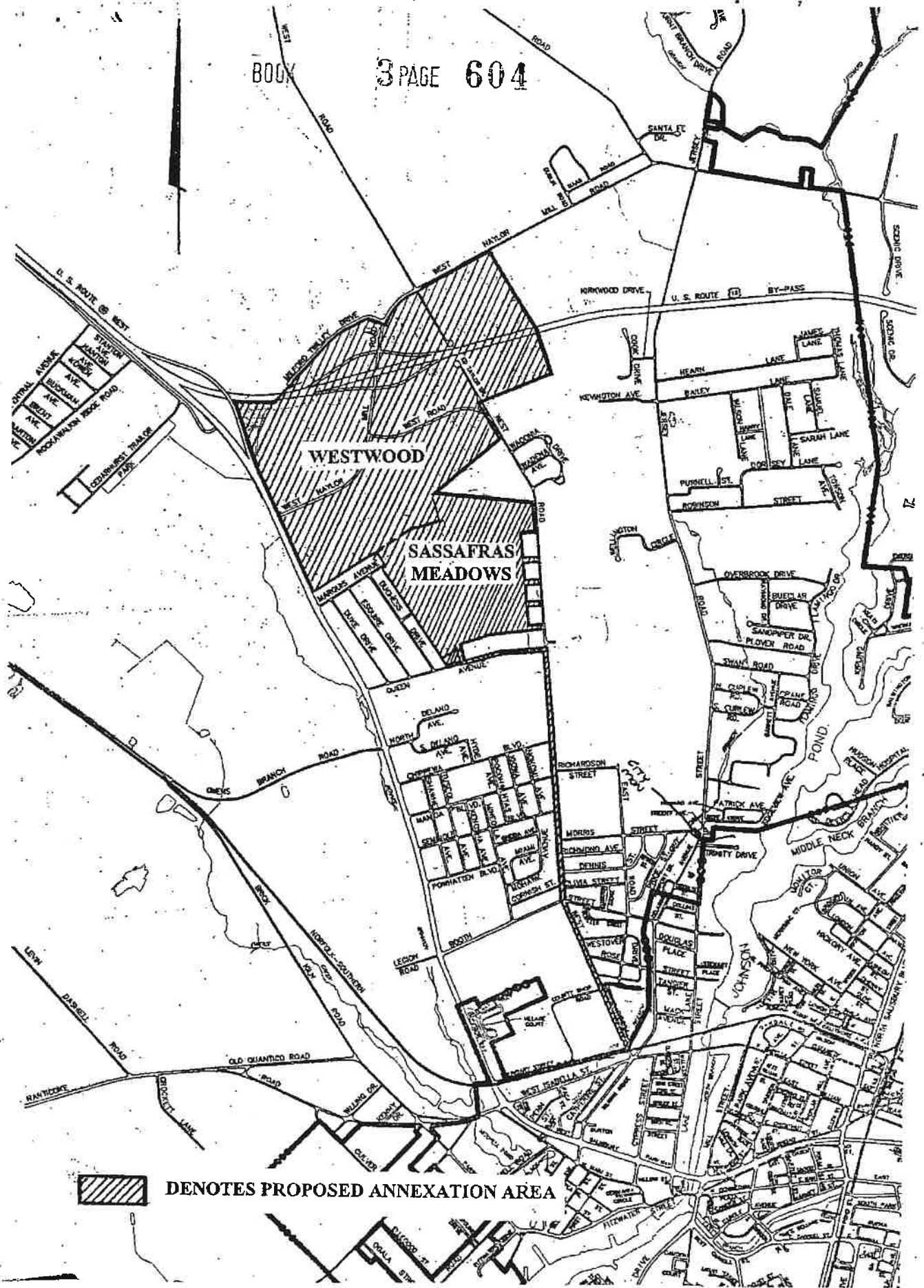
  
Brenda J. Colegrove,  
City Clerk

  
Michael P. Dunn,  
Council President

APPROVED BY ME this 15<sup>th</sup> day of

December 2006.

  
Barrie P. Tilghman,  
Mayor of the City of Salisbury



DENOTES PROPOSED ANNEXATION AREA

WEST ROAD - WESTWOOD & SASSAFRAS  
PROPOSED ANNEXATION

---

**INTER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**OFFICE**

**MEMO**

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## Department of Finance

**To:** Julia Glanz, City Administrator  
**From:** Keith Cordrey, Director of Finance *KAC*  
**Subject:** DOOI Resolution  
**Date:** 02/28/19

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Schedule B in the FY 19 Budget Ordinance includes funding from bonds for projects listed below. It is anticipated funds are required for this project prior to issuance of the budgeted FY19 Bonds. The attached resolution is necessary to comply with IRS tax exempt bond guidelines when the City anticipates payment for a project from funds on hand BEFORE bonds/notes are issued and reimbursed following issuance.

Bicycle Master Plan
Street Scaping

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

RESOLUTION NO. 2923

A RESOLUTION OF CITY OF SALISBURY MAKING A DECLARATION OF OFFICIAL INTENT REGARDING REIMBURSING FROM PROCEEDS OF A FUTURE BORROWING PROJECT EXPENDITURES MADE IN CONNECTION WITH TWO PROJECTS IDENTIFIED AS BICYCLE MASTER PLAN IMPLEMENTATION AND STREET SCAPING.

RECITALS

WHEREAS, City of Salisbury, a municipal corporation of the State of Maryland (the “City”), is in the process of undertaking the two projects identified on Schedule A hereto (collectively, the “Projects” and, individually, a “Project”); and

WHEREAS, the City anticipates borrowing money for costs of the Projects, such borrowing to be evidenced by one or more series of general obligation bonds or other evidences of indebtedness (collectively, or individually by series, the “Bonds”) to be issued by the City; and

WHEREAS, the City reasonably expects to spend City funds on costs of the Projects prior to issuance of the Bonds or any interim financing incurred by the City in anticipation of the Bonds, and (i) to reimburse the City from proceeds of the Bonds for all or a portion of such previously paid costs of the Projects, and/or (ii) to use Bonds proceeds to refinance all or a portion of any interim borrowing incurred by the City that is applied to reimburse the City for prior Projects expenditures; and

WHEREAS, Section 1.150-2 of the U.S. Treasury Regulations (the “Reimbursement Regulations”) provides that local governments funding “original expenditures” intended to be reimbursed from the proceeds of “obligations” must make a declaration of “official intent” in order to qualify such original expenditures for reimbursement from a “reimbursement bond”, all within the meaning of the Reimbursement Regulations; and

WHEREAS, the City is an “issuer” for purposes of the Reimbursement Regulations and wishes to adopt this Resolution for the purpose of evidencing the clear and official intent of the City to reimburse from reimbursement bond proceeds (meaning the Bonds or any interim financing incurred in anticipation of the Bonds) original expenditures made in connection with the Projects.

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that:

(a) The Recitals to this Resolution are deemed a substantive part of this Resolution and are incorporated by reference herein, and capitalized terms defined in the Recitals to this Resolution and not otherwise defined herein will have the meanings given to such terms in the Recitals hereto.

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction



(b) The names used for the Projects on Schedule A hereto are the names by which such Projects are identified in the capital budget of the City for the fiscal year beginning July 1, 2018 and ending June 30, 2019. References in this Resolution to the Projects shall be deemed to include any changes in the scope of activities of any Project and/or the name of any Project made by the City in accordance with applicable law, including (without limitation) in future fiscal years. References in this Resolution to costs of the Projects shall be deemed to be to expenditures that constitute capital expenditures and, to the extent applicable, (i) costs of issuance of any borrowing relating to any Project and (ii) capitalized interest.

SECTION 2. AND BE IT FURTHER RESOLVED that in accordance with the Reimbursement Regulations, the City hereby makes this declaration of its reasonable expectation to expend money on costs of the Projects prior to the issuance of the Bonds (or any interim financing incurred in anticipation of the Bonds) and to use proceeds of the Bonds (or of such interim financing), which Bonds and/or interim financing will qualify as a “reimbursement bond” for purposes of the Reimbursement Regulations, to reimburse all or a portion of such original expenditures. This Resolution is intended to be a declaration of official intent within the meaning of the Reimbursement Regulations.

SECTION 3. AND BE IT FURTHER RESOLVED that the maximum principal amount of the Bonds to be issued for each Project (and the maximum principal amount of any interim financing to be incurred by the City in anticipation of the Bonds issued for each Project) is identified on Schedule A hereto.

SECTION 4. AND BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption by the Council and approval by the Mayor. Pursuant to Charter Section SC7-46A, this Resolution may not be petitioned to referendum.

[CONTINUED ON FOLLOWING PAGE]

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Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

THIS RESOLUTION was introduced and duly adopted at a meeting of the Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

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

APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019:

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

#2210069;58111.041

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

SCHEDULE A

IDENTIFICATION OF THE PROJECTS AND MAXIMUM PRINCIPAL AMOUNTS

<u>Name of Project</u>	<b>Maximum Principal Amount of the Bonds to be Issued or Interim Financing to be Incurred for Each Project<sup>1</sup></b>
Bicycle Master Plan Implementation	\$550,000
Street Scaping	206,000
TOTAL	\$756,000

<sup>1</sup> The specified maximum principal amount for each Project applies, to the extent applicable, to both any Bonds issued and interim financing for such Project.

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction



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

To: Julia Glanz, City Administrator  
From: Amanda Pollack, P.E., Director of Infrastructure and Development *AP*  
Date: March 7, 2019  
Re: Resolution – 130 & 132 East Main Street Capacity Fee Waiver

---

First Move Properties, LLC received a Capacity Fee waiver of 25.66 EDUs for their proposed development at 132 East Main Street via Resolution No. 2883 dated November 14, 2018. Attached is a letter from First Move Properties, LLC dated February 12, 2019 which requests consideration for a Capacity Fee waiver for the redevelopment of 130 & 132 East Main Street. Since the request for the waiver at 132 East Main Street was processed, the developer has purchased the adjacent property and is planning a combined project. The new request is for a waiver of an additional 31.18 EDUs. At the current Capacity Fee rate of \$3,533, the waiver request is \$110,158.94.

***As a follow up to the discussion at the work session on March 4, 2019, the applicant provided the following information: of the requested additional 31.18 EDUs, the portions associated with 130 and 132 East Main Street are 28.42 EDUs and 2.76 EDUs, respectively.***

Per Ordinance No. 2258, the owner is seeking a Capacity Fee waiver as part of the Equivalent Dwelling Unit (EDU) Incentive Area. The original allocation of 300 EDUs was based on a transfer of EDUs from the former Linens of the Week property. To date, 109.46 EDUs of the original allocation of 300 EDUs have been used, therefore there are 190.54 EDUs available.

As per Ordinance No. 2258, Infrastructure and Development has evaluated the eligibility of this project for the EDU Incentive Area. The project location is within the Central Business Zoning District and will consist of redevelopment that is not eligible for an affordable housing waiver. The project does or will comply with all other necessary criteria.

Attached is a Resolution for consideration to waive the Capacity Fees associated with the development of 130 & 132 East Main Street. After review of the request, Infrastructure and Development recommends approval. If this EDU waiver is approved, then it will be valid for two years from the date of the Resolution.

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

**FIRST MOVE PROPERTIES, LLC**  
**P.O. Box 335**  
**Salisbury, MD 21803**

February 12, 2019

City of Salisbury, Maryland  
Department of Infrastructure & Development  
Attn: Amanda H. Pollack, P.E., Director (apollack@salisbury.md)  
125 N. Division Street, Room 202  
Salisbury, Maryland 21801

**Re: *First Move Properties, LLC's Request for Capacity Fee Waiver;  
Redevelopment of 130 E. Main Street, Salisbury, Maryland 21801 (Map 0107,  
Grid 0015, Parcel 0855 ("130 E. Main Street") and 132 E. Main Street, Salisbury,  
Maryland 21801 (Map 0107, Grid 0015, Parcel 0856) ("132 E. Main Street")***

Dear Ms. Pollack:

On behalf of First Move Properties, LLC ("First Move"), please accept this letter as First Move's formal request to the City of Salisbury for a waiver of the Capacity Fees for 31.18 EDUs that are required for First Move's planned redevelopment of 130 E. Main Street and 132 E. Main Street (130 E. Main Street and 132 E. Main Street are referred to collectively as the "Property").

By way of background: at the November 13, 2018 City Council Meeting, the City Council approved Resolution No. 2883 which authorized the waiver of Capacity Fees associated with 25.66 Equivalent Dwelling Units ("EDUs") needed for First Move's redevelopment of 132 E. Main Street. Since the City Council's approval of Resolution No. 2883, First Move has modified its redevelopment project to include the redevelopment of 130 E. Main Street. Now, First Move's project (the "Project") plans for the redevelopment of the three-story office building located at 130 E. Main Street and the four-story office building located at 132 E. Main Street into one, combined twelve-story building complete with: at least ten floors fit-out with two-person, three-person or four-person luxury-style apartments marketed towards Salisbury University students; and, commercial retail space on the Building's 1<sup>st</sup> floor. When finished, the Project will more than double the residential inventory available for rent in Downtown Salisbury, and it will strengthen the connection between Salisbury University and our Downtown.

Pursuant to Ordinance No. 2258, the City created and authorized an "EDU Incentive Area" to reduce the capacity fees assessed against certain development and redevelopment projects in the City's Downtown Development District, the Central Business District, the Riverfront Redevelopment Area and the City's designated Enterprise Zone. Before passing Resolution No. 2883, the City Council passed Resolution No. 2864 to extend the expiration date of the EDU Incentive Area until September 23, 2023.

First Move estimates a total of 58.22 EDUs are needed for the Project. The 58.22 EDUs needed for the Project are comprised of the 27.04 EDUs that were allocated for First

**FIRST MOVE PROPERTIES, LLC**

**P.O. Box 335**

**Salisbury, MD 21803**

Move's original project involving only the redevelopment of 132 E. Main Street, and an additional allocation of 31.18 EDUs required for First Move's current Project (i.e. the redevelopment of 132 E. Main Street and 130 E. Main Street into one, twelve-story building). Stated differently, the 58.22 EDUs needed for First Move's Project can be broken-down as follows:

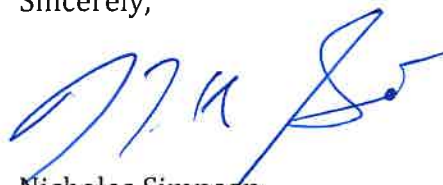
- (1) 1.38 EDUs that were allocated for the 132 E. Main Street property prior to the City Council's adoption of Resolution No. 2883;
- (2) 25.66 EDUs allocated for First Move's redevelopment of the 132 E. Main Street property. Pursuant to Resolution No. 2883, approved by the City Council on November 13, 2018, First Move was granted a waiver of the Capacity Fees associated with these 25.66 EDUs.
- (3) 31.18 EDUs required for First Move's proposed Project. These 31.18 EDUs are in addition to the 27.04 EDUs allocated already to First Move for its redevelopment of the 132 E. Main Street property, as set forth in Resolution No. 2883.

Accordingly, First Move requests the City Council approve the waiver of Capacity Fees for the additional 31.18 EDUs needed to provide water and sewer service for First Move's proposed Project (i.e. the redevelopment of 132 E. Main Street and 130 E. Main Street into one, twelve-story building). The 31.18 EDUs that are the subject of this request, plus the 27.04 EDUs already allocated for First Move's redevelopment of 132 E. Main Street, represent all 58.22 EDUs required to serve First Move's Project.

Under the City's EDU Incentive Area program, First Move is eligible for a waiver of the Capacity Fees associated with the EDUs allocated for the Project: the Project is located within the City's EDU Incentive Area; and, the Project satisfies all criteria governing the City's waiver of Capacity Fees for development projects undertaken within the EDU Incentive Area. Therefore, in accordance with the provisions of Chapter 13.04.110 of the City Code, First Move respectfully requests the City waive the Capacity Fees assessed for the additional 31.18 EDUs needed for First Move's development of the Project.

If City staff has any questions or needs additional information regarding the matters addressed in this correspondence, please do not hesitate to contact me. On behalf of First Move, thank you for your time and consideration of this request.

Sincerely,



Nicholas Simpson,  
First Move Properties, LLC

1 RESOLUTION NO. 2924

2  
3 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND  
4 AUTHORIZING THE CAPACITY FEE OF THE CITY'S COMPREHENSIVE  
5 CONNECTION CHARGE TO BE WAIVED FOR THE REDEVELOPMENT OF 130  
6 AND 132 EAST MAIN STREET.

7  
8 WHEREAS, First Move Properties, LLC is requesting a waiver of the Capacity Fee  
9 for the redevelopment of 130 and 132 East Main Street; and

10  
11 WHEREAS, the proposed development is located inside the City Limits and the  
12 Central Business District; and

13  
14 WHEREAS, the City seeks to encourage development and redevelopment in the  
15 Central Business District; and

16  
17 WHEREAS, the City seeks to reduce the capacity fees for eligible development and  
18 redevelopment in the Central Business District by means of an Equivalent Dwelling Unit  
19 (EDU) Incentive Area; and

20  
21 WHEREAS, as of the date of this Resolution, 27.04 Equivalent Dwelling Units of  
22 water and sewer service have already been allocated to 132 East Main Street for First Move  
23 Properties, LLC's redevelopment of the property, and, pursuant to Resolution No. 2883,  
24 dated November 13, 2018, the City Council approved the waiver of Capacity Fees  
25 associated with 25.66 of those already allocated Equivalent Dwelling Units; and

26  
27 WHEREAS, since the passage of Resolution No. 2883, First Move has expanded its  
28 development plans to include the redevelopment of 130 East Main Street in conjunction  
29 with the redevelopment of 132 East Main Street, and will require an additional allocation of  
30 31.18 Equivalent Dwelling Units, for a total allocation of 58.22 Equivalent Dwelling Units  
31 of water and sewer service; and

32  
33 WHEREAS, 28.42 of the additional EDUs will be allocated to 130 East Main Street  
34 and 2.76 EDUs will be allocated to 132 East Main Street; and

35  
36 WHEREAS, by letter dated, February 12, 2019, First Move Properties, LLC  
37 submitted to the Director of Infrastructure and Development a request for the waiver of  
38 Capacity Fees associated with the additional allocation of 31.18 Equivalent Dwelling Units  
39 required for First Move Properties, LLC's planned continued redevelopment of 130 East  
40 Main Street and 132 East Main Street; and

41  
42 WHEREAS, the current Capacity Fee for one Equivalent Dwelling Unit is  
43 \$3,533.00; and

44  
45 WHEREAS, the Capacity Fee for 31.18 Equivalent Dwelling Units is \$110,158.94;  
46 and

47  
48 WHEREAS, the City Council approved a Capacity Fee waiver process under  
49 Ordinance No. 2258 for development in the Central Business District; and

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WHEREAS, the Director of Infrastructure and Development reviewed the request and has determined that the project is eligible for the Capacity Fee waiver; and

WHEREAS, the Mayor reviewed the request and supports sending the request to the City Council; and

WHEREAS, if approved, the EDU allocation for the Capacity Fee waiver is valid for two years from the time of the signing of this Resolution; and

WHEREAS, the property owner has the option to request an extension of the allocation for two one-year terms, if approved in writing by the Director of Infrastructure and Development prior to expiration of the term; and

WHEREAS, the allocated EDUs are assigned to the redevelopment of 130 and 132 East Main Street and cannot be transferred by the recipient.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury, Maryland approves the waiver of 31.18 Equivalent Dwelling Units of Capacity Fee for the redevelopment of 130 and 132 East Main Street by First Move Properties, LLC, in addition to the waiver of 25.66 Equivalent Dwelling Units of Capacity Fee for First Move Properties, LLC's redevelopment of 132 East Mains Street as approved by the Council of the City of Salisbury pursuant to Resolution No. 2883.

THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on \_\_\_\_\_, 2019 and is to become effective immediately upon adoption.

ATTEST:

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

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


APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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





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

To: Julia Glanz, City Administrator  
From: Amanda Pollack, P.E., Director of Infrastructure and Development   
Date: February 14, 2019  
Re: Resolution – 100 East Main Street Suite 111 Capacity Fee Waiver

---

Attached is a letter from Shamrock Hospitality, LLC dated February 5, 2019 which requests consideration for a Capacity Fee waiver for the redevelopment of 100 East Main Street Suite 111. Suite 111 in the One Plaza East building is being renovated to a restaurant and bar. The request is for a waiver of 14 EDUs. At the current Capacity Fee rate of \$3,533, the waiver request is \$49,462.00.

Per Ordinance No. 2258, the owner is seeking a Capacity Fee waiver as part of the Equivalent Dwelling Unit (EDU) Incentive Area. The original allocation of 300 EDUs was based on a transfer of EDUs from the former Linens of the Week property. To date, 109.46 EDUs of the original allocation of 300 EDUs have been used, therefore there are 190.54 EDUs available.

As per Ordinance No. 2258, Infrastructure and Development has evaluated the eligibility of this project for the EDU Incentive Area. The project location is within the Central Business Zoning District and will consist of redevelopment that is not eligible for an affordable housing waiver. The project does or will comply with all other necessary criteria.

Attached is a Resolution for consideration to waive the Capacity Fees associated with the development of 100 East Main Street Suite 111. After review of the request, Infrastructure and Development recommends approval. If this EDU waiver is approved, then it will be valid for two years from the date of the Resolution.

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

**Shamrock Hospitality**  
**100 N. Division Street #301**  
**Salisbury, MD 21801**

February 5, 2019

City of Salisbury, Maryland

Department of Infrastructure & Development

Attn: Amanda H. Pollack, P.E., Director (apollack@salisbury.md) 125 N. Division Street,  
Room 202

Salisbury, Maryland 21801

Re: **Shamrock Hospitality, LLC's Request for Capacity Fee Waiver;  
Redevelopment of 100 E. Main Street Suite 111 Salisbury, MD 21801**

Dear Ms. Pollack:

On behalf of Shamrock Hospitality, LLC ("Shamrock Hospitality"), please accept this letter as Shamrock Hospitality's formal request to the City of Salisbury for a waiver of the Capacity Fees associated with Shamrock Hospitality's redevelopment of 100 E. Main Street Suite 111, Salisbury, Maryland 21081 (the "Building").

As the City is aware, Shamrock Hospitality plans to redevelop the Building by: converting the first floor of One Plaza East into a luxury style restaurant and bar (the "Project"). The Project is on the brink of being permitted for construction. In the next few weeks, Shamrock Hospitality will be submitting applications for preliminary approval from the City of Salisbury Historic District Commission (the "HDC") and, the Salisbury-Wicomico County Planning & Zoning Commission.

The Project is premised on offering a luxury restaurant in the heart of the city.

Pursuant to Ordinance No. 2258, the City created and authorized an "EDU Incentive Area" to reduce the capacity fees assessed against certain development and redevelopment projects in the City's Downtown Development District, the Central Business District, the Riverfront Redevelopment Area and the City's designated Enterprise Zone. Recently, the City Council passed Resolution No. 2864, which extended the expiration date of the EDU Incentive Area until September 23, 2023. Currently, 216.2 EDUs are available for use within the City's EDU Incentive Area. Shamrock Hospitality LLC 100 E. Main Street Suite 111 Salisbury, MD 21801.

Shamrock Hospitality estimates a total of 14 EDUs are needed for the Project. Under the City's EDU Incentive Area program, Shamrock Hospitality is eligible for a waiver of the

Capacity Fees associated with the EDUs allocated for the Project: the Project is located within the City's EDU Incentive Area; and, the Project satisfies all criteria governing the City's waiver of Capacity Fees for development projects undertaken within the EDU Incentive Area. Therefore, in accordance with the provisions of Chapter 13.04.110 of the City Code, Shamrock Hospitality respectfully requests the City waive the Capacity Fees of \$42,396.00 assessed for the 14 EDUs needed for development of the Project.

If City staff has any questions or needs additional information regarding the matters addressed in this correspondence, please do not hesitate to contact me. On behalf of Shamrock Hospitality, thank you for your time and consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Bret Davis", with a long, sweeping horizontal flourish extending to the right.

Bret Davis

Owner

1 RESOLUTION NO. 2925

2  
3 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND  
4 AUTHORIZING THE CAPACITY FEE OF THE CITY'S COMPREHENSIVE  
5 CONNECTION CHARGE TO BE WAIVED FOR THE REDEVELOPMENT OF 100  
6 EAST MAIN STREET SUITE 111.

7  
8 WHEREAS, Shamrock Hospitality, LLC has requested a waiver of the Capacity Fee  
9 for the redevelopment of 100 East Main Street Suite 111; and

10  
11 WHEREAS, the proposed development is located inside the City Limits and the  
12 Central Business District; and

13  
14 WHEREAS, the City seeks to encourage development and redevelopment in the  
15 Central Business District; and

16  
17 WHEREAS, the City seeks to reduce the capacity fees for eligible development and  
18 redevelopment in the Central Business District by means of an Equivalent Dwelling Unit  
19 (EDU) Incentive Area; and

20  
21 WHEREAS, the proposed redevelopment of 100 East Main Street Suite 111  
22 requires a total of 14.0 Equivalent Dwelling Units of water and sewer service; and

23  
24 WHEREAS, the current Capacity Fee for one Equivalent Dwelling Unit is  
25 \$3,533.00; and

26  
27 WHEREAS, the Capacity Fee for 14.0 Equivalent Dwelling Units is \$49,462.00;  
28 and

29  
30 WHEREAS, the City Council approved a Capacity Fee waiver process under  
31 Ordinance No. 2258 for development in the Central Business District; and

32  
33 WHEREAS, the Director of Infrastructure and Development reviewed the request  
34 and has determined that the project is eligible for the Capacity Fee waiver; and

35  
36 WHEREAS, the Mayor reviewed the request and supports sending the request to the  
37 City Council; and

38  
39 WHEREAS, if approved, the EDU allocation for the Capacity Fee waiver is valid  
40 for two years from the time of the signing of this Resolution; and

41  
42 WHEREAS, the property owner has the option to request an extension of the  
43 allocation for two one-year terms, if approved in writing by the Director of Infrastructure  
44 and Development prior to expiration of the term; and

45  
46 WHEREAS, the allocated EDUs are assigned to the redevelopment of 100 East  
47 Main Street Suite 111 and cannot be transferred by the recipient.  
48

49 NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury,  
50 Maryland approves the waiver of 14.0 Equivalent Dwelling Units of Capacity Fee for the  
51 redevelopment of 100 East Main Street Suite 111 by Shamrock Hospitality, LLC.  
52

53 THIS RESOLUTION was introduced and duly passed at a meeting of the Council  
54 of the City of Salisbury, Maryland held on \_\_\_\_\_, 2019 and is to become effective  
55 immediately upon adoption.  
56

57 ATTEST:  
58

59

60

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

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

63

64

65 APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
66

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

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.

1 RESOLUTION NO. 2926

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](mailto:jday@salisbury.md)

Trust: Jana Davis, Ph.D.  
Executive Director  
Chesapeake Bay Trust  
410-974-2941 x100  
[jdavis@cbtrust.org](mailto: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](mailto:apollack@salisbury.md)

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

<b>GRANT CYCLE – YEAR 1</b> (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



<b>GRANT CYCLE – YEAR 1</b> (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.

<b>PROGRESS REPORT SCHEDULE</b>	
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.

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

June 4, 2018

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

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

Dear Mr. Holland,

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

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

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

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

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

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

Sincerely,

PTV I, LLC (Equitable Owner/Applicant)

By:



William R. Owen, Project Design Manager

(enc.)

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

# Memorandum

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

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

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

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

## Cost to the City:

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

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

**Revenues to the City:**

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

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

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

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

**Conclusion:**

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

August 9, 2018

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

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

Dear Ms. Glanz,

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

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

Sincerely,

PTV I, LLC (Equitable Owner/Applicant)

By:



William R. Owen, Project Design Manager

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



# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

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

SIGNATURE (S)



5/25/18

Date

WILLIAM R. OWEN  
PROJECT DESIGN MANAGER

Date

ON BEHALF OF:

PTV I, LLC

Date

(EQUITABLE OWNER OF ALL PARCELS NOTED)

Date

**RESOLUTION NO. 2927**

A RESOLUTION of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury to be known as the "Route 13 North – Penntex 2 Property Annexation" the southerly boundary of which begins at a point on the Corporate Limit, said point lying at the intersection of the easterly right-of-way line of U.S. Route 13, North Salisbury Boulevard, and the northerly boundary line of the lands of PTV I, LLC, thence running in an easterly direction by and with the northerly line of the lands of PTV I, LLC.

WHEREAS the City of Salisbury has received a petition to annex dated May 25, 2018, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property sought to be annexed; and

WHEREAS, the said property is binding upon the Northerly Corporate Limit of the City of Salisbury to be known as "Route 13 North – Penntex 2 Property Annexation," the southerly boundary of which begins at a point on the Corporate Limit, said point lying at the intersection of the easterly right-of-way line of U.S. Route 13, North Salisbury Boulevard, and the northerly boundary line of the lands of PTV I, LLC, thence running in an easterly direction by and with the northerly line of the lands of PVT I, LLC; and

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

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

31 WHEREAS the public hearing required by law is scheduled for April 8, 2019 at 6:00  
32 p.m.

33 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT  
34 the boundaries of the City of Salisbury be changed so as to annex to and include within the City all  
35 that parcel of land together with the persons residing therein and their property, contiguous to and  
36 binding upon the Northerly Corporate Limit of the City of Salisbury, the southerly boundary of  
37 which begins at a point on the Corporate Limit, said point lying at the intersection of the easterly  
38 right-of-way line of U.S. Route 13, North Salisbury Boulevard, and the northerly boundary line of  
39 the lands of PTV I, LLC, thence running in an easterly direction by and with the northerly line of the  
40 lands of PVT I, LLC, and being more particularly described in Exhibit "A" attached hereto and made  
41 a part hereof.

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

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

49 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council hold a public  
50 hearing on the annexation hereby proposed on April 8, 2019 at 6:00 p.m. in the Council Chambers  
51 at the City-County Office Building and the City Administrator shall cause a public notice of the time  
52 and place of said hearing to be published not fewer than two (2) times at not less than weekly  
53 intervals, in a newspaper of general circulation in the City of Salisbury, which said notice shall  
54 specify a time and place at which the Council of the City of Salisbury will hold a public hearing on  
55 the Resolution, which date shall be no sooner than 15 days after the final required date of

56 publication specified above.

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

61 The above Resolution was introduced, read and passed at the regular meeting of the Council  
62 of the City of Salisbury held on the 11<sup>th</sup> day of March, 2019, having been duly published as required  
63 by law, and in the meantime, a public hearing was held on the 8th day of April, 2019, and was finally  
64 passed by the Council at its regular meeting held on the 8th day of April, 2019.

65  
66 ATTEST:

67  
68  
69 \_\_\_\_\_

70 Kimberly R. Nichols,  
71 City Clerk

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

72  
73  
74 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2019.

75  
76  
77 \_\_\_\_\_  
78 Jacob R. Day,  
79 Mayor

# City of Salisbury



MARYLAND

Salisbury



JACOB R. DAY  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

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

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

## CERTIFICATION

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

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

Leslie C. Sherrill  
Surveyor

Date: 6/19/18

N Salisbury Blvd. – Pentex Phase 2 Certif.

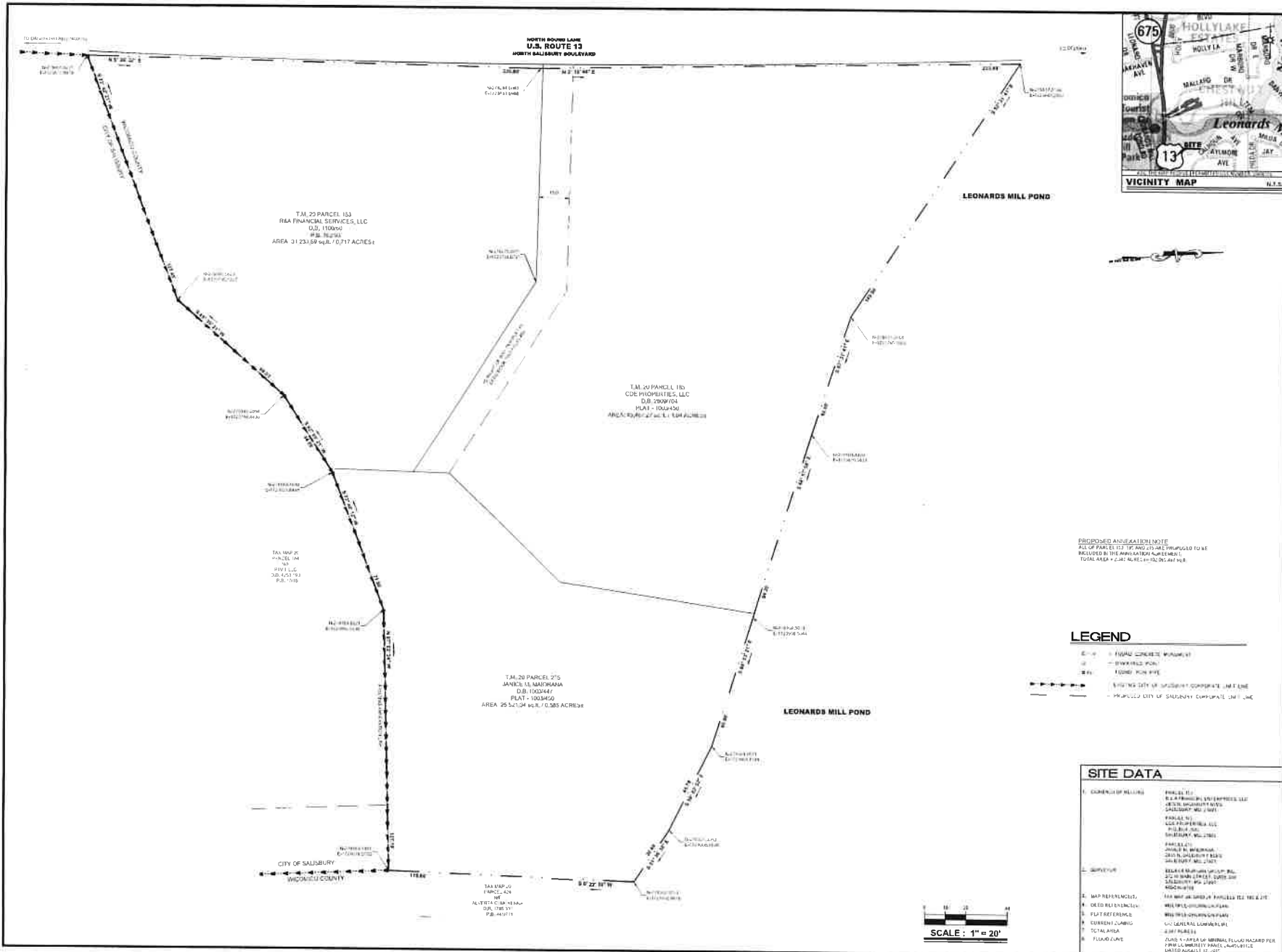
# EXHIBIT A

## Metes and Bounds Description

### ROUTE 13 NORTH – PENNTEX 2 PROPERTY ANNEXATION

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

# Exhibit A – Annexation Plat



**BECKER MORGAN GROUP**  
 ARCHITECTURE  
 ENGINEERING  
 Interiors, LLC  
 300 N. Salisbury Ave  
 Salisbury, MD 21801  
 Tel: 410-734-7000  
 Fax: 410-734-7001  
 www.beckermorgan.com

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

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

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



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

July 30, 2018

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

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

Dear Mr. Owen,

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

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

Sincerely,

**Anne Roane**

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



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

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





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

**I. BACKGROUND INFORMATION:**

**Project Name:** Penntex Phase 2 Annexation

**Applicant/Owner:** Penntex Ventures LLC

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

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

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

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

**A. Introduction.**

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

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

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

**B. Area Description.**

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



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

## **II. ZONING ANALYSIS.**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**3. Maryland Law.**

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

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



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

**III. DEVELOPMENT SCENARIO.**

**A. Proposed Use.**

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

**B. Access.**

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

**C. Configuration and Design**

The annexation area is contiguous with the City boundary.

**D. Estimated Development Impacts.**

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

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

**VI. RECOMMENDATION.**

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



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

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

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



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

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

June 4, 2018

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

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

Dear Mr. Holland,

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

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

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

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

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

**ATTACHMENT 1**



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

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

Sincerely,

PTV I, LLC (Equitable Owner/Applicant)

By:

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

William R. Owen, Project Design Manager

(enc.)

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

# City of Salisbury

JACOB R. DAY  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR



MARYLAND

Salisbury



2010

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

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

## CERTIFICATION

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

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

Leslie C. Sherrill  
Surveyor

Date: 6/19/18

N Salisbury Blvd. – Pentex Phase 2 Certif.



# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

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

SIGNATURE (S)

  
\_\_\_\_\_

5/25/18  
Date

WILLIAM R. OWEN  
PROJECT DESIGN MANAGER  
\_\_\_\_\_

Date

ON BEHALF OF:  
PTV I, LLC  
\_\_\_\_\_

Date

(EQUITABLE OWNER OF ALL PARCELS NOTED)  
\_\_\_\_\_

Date



NORTH SALISBURY BLVD  
 US RTE 13  
 HUNTINGBOND LANES  
 HUNTINGBOND DRIVE  
 SRC PLAT REF: 374 E



VICINITY MAP  
 SCALE 1" = 100'

LEONARDS  
 MILL  
 FOND

TAX PARCEL 185  
 CDE PROPERTIES, LLC  
 9.56 AC ±

15' WIDE PORTION OF ZONING  
 FOR THE USE OF PARCEL 215  
 EXCEPTED BY ORDINANCE NO. 8, 9 & 10

TAX PARCEL 153  
 R & A FINANCIAL  
 ENTERPRISES, LLC

TAX PARCEL 215  
 AREA = 25.51 AC ±

TAX PARCEL 424 LOT 3 & 4  
 ALYXIA L. MCKENNA  
 4.50 AC ±

TAX PARCEL 184  
 PTV I, LLC

LEADER-ENGINEER/STATE PLANNING

TITLE REPORT

SCHEDULE-B, SECTION-B, PART-B, PLAT-B

1. The title report was prepared based on the information provided to the title company by the client and the title company's records.
2. The title report is based on the information provided to the title company by the client and the title company's records.
3. The title report is based on the information provided to the title company by the client and the title company's records.
4. The title report is based on the information provided to the title company by the client and the title company's records.
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9. The title report is based on the information provided to the title company by the client and the title company's records.
10. The title report is based on the information provided to the title company by the client and the title company's records.

- LEGEND
- 1. Survey Boundary
  - 2. Property Boundary
  - 3. Easement
  - 4. Right of Way
  - 5. Other
- P.O.B.
- 1. Survey Boundary
  - 2. Property Boundary
  - 3. Easement
  - 4. Right of Way
  - 5. Other

SURVEYOR'S CERTIFICATION  
 CHICAGO TITLE INSURANCE COMPANY AND PTV I, LLC

*Stacy Whitte*  
 SURVEYOR



**FINK, WHITTEN & ASSOCIATES, LLC**  
 410-9222-464  
 410-9222-464

DATE	REVISION

ALTA / NSPS LAND TITLE SURVEY  
 FOR THE USE OF  
**JANICE MAE MAIORANA**  
 PROJECT NO.  
**PTV I, LLC**  
 TAX MAP 50, LAND 24, PARCEL 215  
 IN THE FIFTH ELECTION DISTRICT  
 WOODDUFF COUNTY, ILLINOIS

DATE	BY
12 / 27 / 2012	JWW
1" = 20'	
W 20 24 185	



**LEGEND**

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





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

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

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

**SITE SUMMARY:**

Site Area: 2.33 acres  
Parking: 139 spaces



**RESOLUTION NO. 2928**

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

WHEREAS the City of Salisbury is considering the annexation of a parcel of land contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury, the southerly boundary of which begins at a point on the said Corporate Limit, said point lying at the intersection of the easterly right-of-way line of U.S. Route 13, North Salisbury Boulevard, and the northerly boundary line of the lands of PTV I, LLC, thence running in an easterly direction by and with the northerly line of the lands of PTV I, LLC, and being more particularly described in Exhibit “A” attached hereto and made a part hereof; and

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

WHEREAS the public hearing required by law is scheduled for April 8, 2019, at 6:00p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT an annexation plan for the “Route 13 North – Penntex 2 Property Annexation,” as set forth in Exhibit “B” attached hereto and made a part hereof, is adopted for that area of land located and binding upon the Northerly Corporate Limit of the City of Salisbury, the southerly boundary of which begins at a point on the said Corporate Limit, said point lying at the intersection of the easterly right-of-way line of U.S. Route 13, North Salisbury Boulevard, and the northerly boundary line of the lands of PTV I, LLC, thence running in an easterly direction by and with the northerly line of the lands of PVT I, LLC, and being more particularly described in Exhibit “A” attached hereto and

31 made a part hereof; said parcel being contiguous to and binding upon the corporate limit of the City  
32 of Salisbury.

33 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the Council hold a  
34 public hearing on the annexation plan hereby proposed on April 8, 2019, at 6:00p.m. in the Council  
35 Chambers at the City-County Office Building and the City Administrator shall cause a public notice  
36 of time and place of said hearing to be published not fewer than two (2) times at not less than  
37 weekly intervals, in a newspaper of general circulation in the City of Salisbury, which said notice  
38 shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing  
39 on the Resolution.

40 The above Resolution was introduced and read and passed at the regular meeting of the  
41 Council of the City of Salisbury held on March 11, 2019, having been duly published as required by  
42 law, and in the meantime, a public hearing was held on April 8, 2019, and was finally passed by the  
43 Council at its regular meeting held on the 8th day of April 2019.

44

45 ATTEST:

46

47

48

49 \_\_\_\_\_  
Kimberly R. Nichols,  
50 City Clerk

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

52

53

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

54

55

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

58



# EXHIBIT A

## Metes and Bounds Description

### ROUTE 13 NORTH – PENNTEX 2 PROPERTY ANNEXATION

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

## Exhibit B

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

October 11, 2018

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

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

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

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

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

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

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

**1.2. Location.**

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

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

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

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

---

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

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

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

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

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

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

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

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

---

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

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

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

**3.1. Roads.**

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

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

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

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

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

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

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

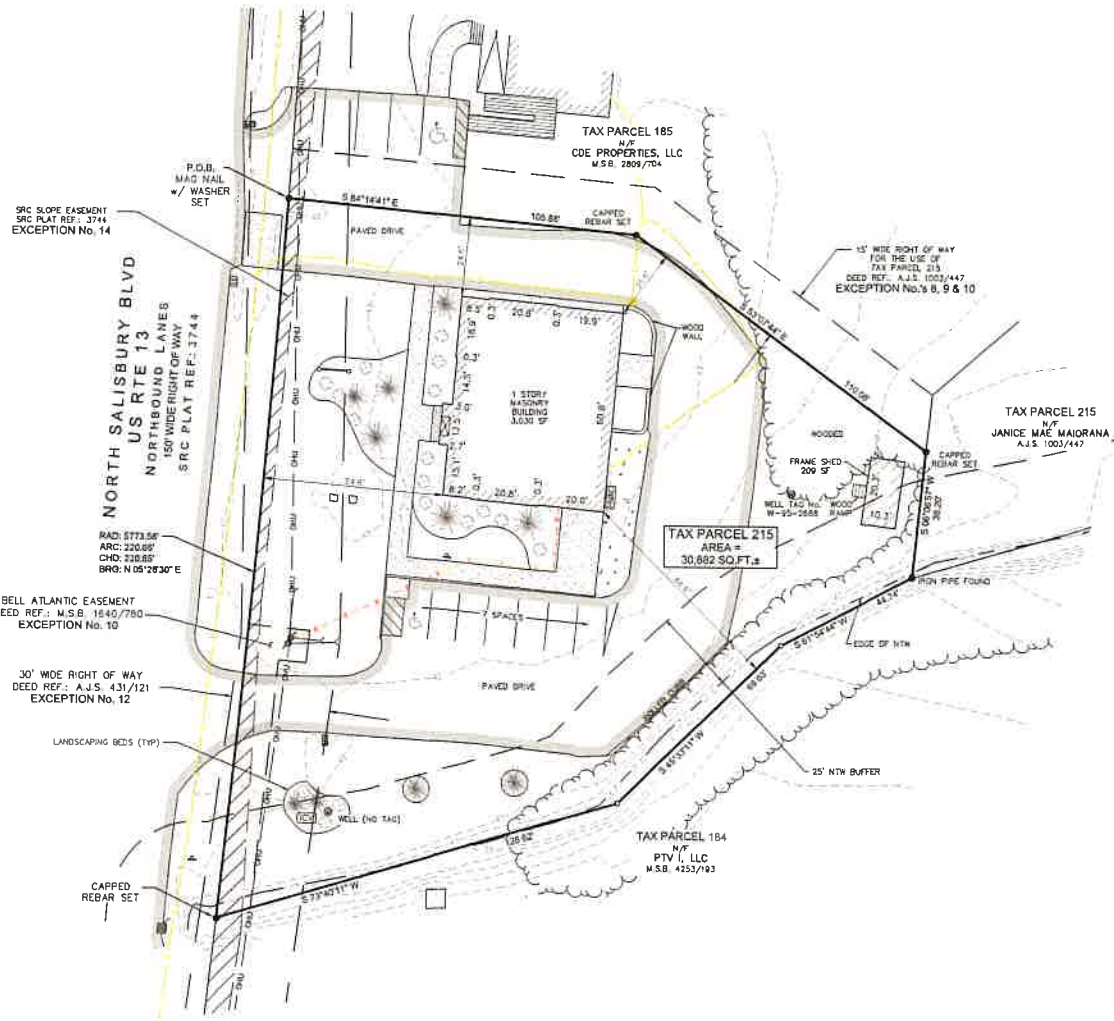
**3.8. Waste Collection.** Commercial development in the City of Salisbury is served by independent waste haulers.

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

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



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



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

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



**FINK, WHITTEN & ASSOCIATES, LLC.**  
 LAND SURVEYING    LAND PLANNING  
 CIVIL ENGINEERING    SURVEYING  
 ENVIRONMENTAL    CONSULTING  
 EASTON    CAMBRIDGE  
 410-622-9498    410-228-4455  
 1000 Valley Road    1000 Valley Road  
 Easton, Maryland 21829    Cambridge, Maryland 21613  
 www.FINKWHITTEN.com

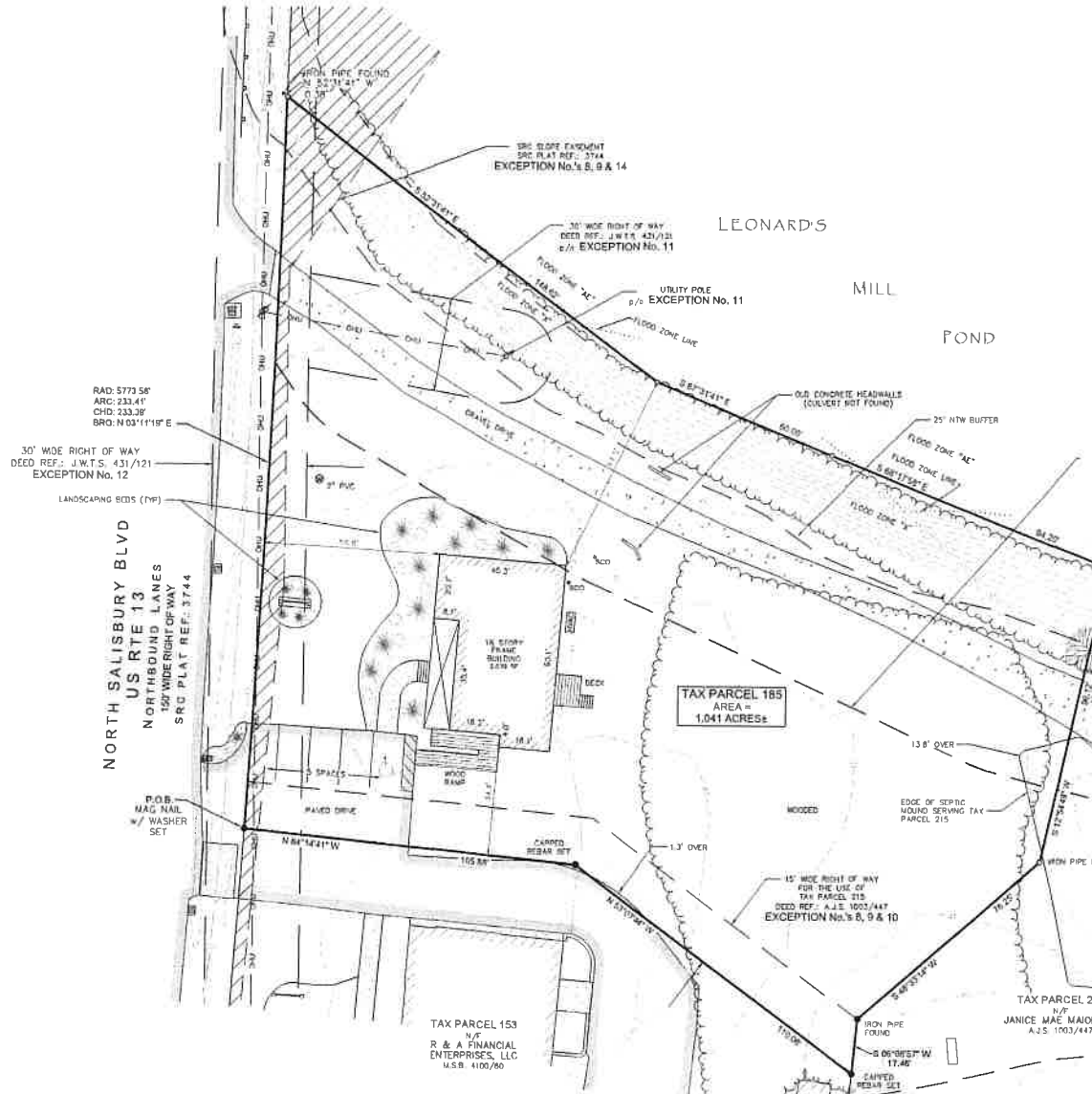
DATE	REVISION

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

- NOTES:**
- OWNER:
  - DANCA ADDR:
  - PROPERTY N:
  - CURRENT DE:
  - ZONING (C
  - BUILDING SE:
  - PROVIDED PA
  - THE ENDR F
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  - 2404SC0112E
  - THE PROPER
  - CRITICAL ARE
  10. THESE WA
  - BUILDING AC
  11. VERTICAL D
  - HIGHWAY ADJ
  - SET OF CORN
  - SEALED ON W
- LEGAL DESC:**  
 ALL THAT LOT NORTH SAUSBU...  
 IS MORE PART...  
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 OF 6803 TO J...  
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 RTE 13, THENC...  
 NON-ANGULAR...  
 LENGTH OF 22...  
 220.65' TO THE...  
 MORE OR LESS...  
 BEING THE SA...  
 RECORDED AND

- TITLE REPORT**  
 TITLE REPORT SUPPLIED BY CHOCADO TITLE INSURANCE COMPANY.  
 FILE NO. 5448 DATED OCTOBER 30, 2017, MARKED "DRAW".
- SCHEDULE B - SECTION II TABLE OF EXCEPTIONS:**
- PLAT ENTITLED "GEORGE W. HERRITT", DATED AUGUST 12, 1971 (LBER J.W.T.S. N
  - PLAT ENTITLED "PROPERTY SURVEY FOR GEORGE W. HERRITT", DATED FEBRUARY
  - RIGHT OF WAY EASEMENT TO BELL-ATLANTIC (LBER M.S.B. NO 1640/780)
  - RIGHT OF WAY TO DELMARVA POWER & LIGHT COMPANY (LBER J.W.T.S. NO 574)
  - RIGHT OF WAY TO EASTERN SHORE PUBLIC SERVICE COMPANY (LBER J.W.T.S. NO
  - RIGHT OF WAY TO EASTERN SHORE PUBLIC SERVICE COMPANY (LBER J.W.T.S. NO
  - DEED AND PLAT TO STATE OF MARYLAND (LBER I.D.T. NO. 219, FOLIO 788) - A





- LEGEND:**
- CONCRETE SURFACE
  - GRAVEL SURFACE
  - WOOD SURFACE
  - EDGE OF PAVED SURFACE
  - NO PARKING STRIPING
  - UTILITY POLE
  - P.O.B. = POINT OF BEGINNING
  - COMPUTES POINT UNLESS OTHERWISE NOTED
  - MARKED NATURAL GAS LINE (UNDERGROUND)
  - NATURAL GAS VALVE
  - UTILITIES (OVERHEAD)
  - MARKED UTILITIES (UNDERGROUND)
  - WELL
  - SANITARY SEWER CLEAN OUT
  - STORM DRAIN INLET
  - TREE LINE
  - TREE
  - LANDSCAPE SHRUB
  - LANDSCAPING BEDS (TYP)
  - LANDSCAPING
  - HVAC SYSTEM COMPONENTS
  - STATE ROADS COMMISSION (MARYLAND)
  - NON-TOTAL WETLAND
  - LIMITS OF NON-TOTAL WETLANDS
  - MALDEN
  - BAY
  - TOPOGRAPHIC CONTOUR & ELEVATION (TYP)

RAD: 5773 58'  
 ARC: 233 41'  
 CHD: 233.38'  
 BRO: N 03°11'19" E

30' WIDE RIGHT OF WAY  
 DEED REF: J.W.T.S. 431/121  
 EXCEPTION No. 12

30' WIDE RIGHT OF WAY  
 DEED REF: J.W.T.S. 431/121  
 e/r: EXCEPTION No. 11

UTILITY POLE  
 EXCEPTION No. 11

NORTH SALISBURY BLVD  
 US RTE 13  
 NORTHBUILD LANE  
 120' WIDE RIGHT OF WAY  
 SRC PLAT REF: 3744

TAX PARCEL 165  
 AREA = 1.041 ACRES

TAX PARCEL 153  
 N/R  
 R & A FINANCIAL  
 ENTERPRISES, LLC  
 U.S.B. #100/760

15' WIDE RIGHT OF WAY  
 FOR THE USE OF  
 TAX PARCEL 215  
 DEED REF: A.J.S. 1003/447  
 EXCEPTION No's 8, 9 & 10

TAX PARCEL 215  
 J/ JANICE MAE MAIORANA  
 A.J.S. 1003/447

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

**SURVEYOR'S CERTIFICATION:**  
 TO CHICAGO TITLE INSURANCE COMPANY AND PTVI, LLC:  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE STATE SURVEY STANDARDS AND REQUIREMENTS FOR ALTERNATIVE LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES SECTIONS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 18, 2017. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN CR 15.0613 OF THE ANNOTATED CODE OF DEPARTMENT OF PLAT MAPS. DECEMBER 27, 2017.  
*Steven W. Whitten*  
 STEVEN W. WHITTEN  
 PROFESSIONAL LAND SURVEYOR NO. 80 31228  
 CURRENT LICENSE EXPIRES/RENEWS 1 / 8 / 2019



**FINK, WHITTEN & ASSOCIATES, LLC.**  
 LAND SURVEYING | LAND PLANNING  
 CIVIL ENGINEERING | PLANNING  
 ENVIRONMENTAL CONSULTING  
**EASTON**  
 410-802-8446  
 11111 Bland Road  
 Easton, Maryland 20820  
**CANBRIIDGE**  
 410-228-8885  
 205 Parkview Avenue  
 Cambridge, Maryland 21613  
 www.FINKWHITTEN.com

DATE	REVISION

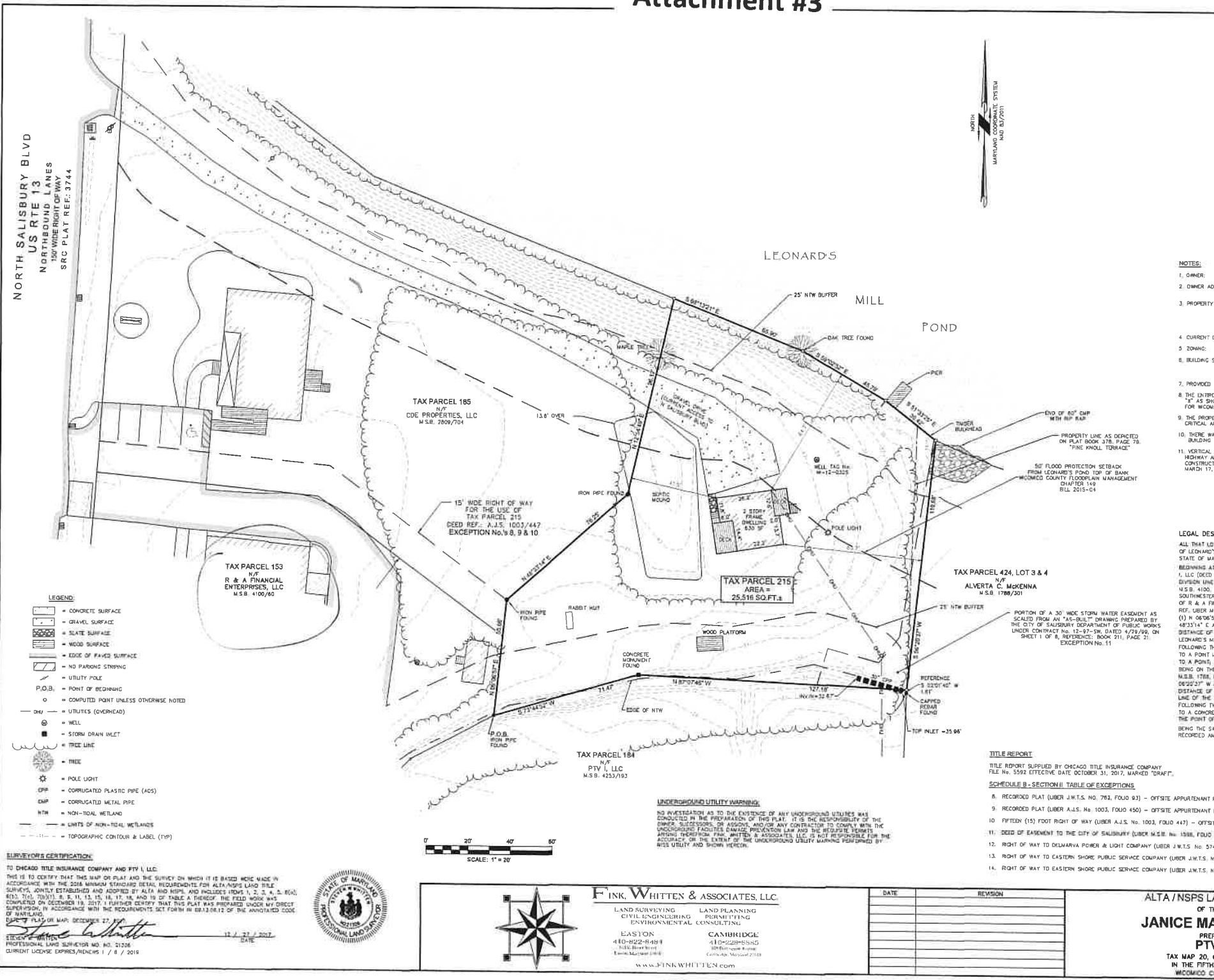
- NOTES:**
1. OWNER: CDE PROPERTIES, LLC
  2. OWNER ADDRESS: PO BOX 3682 SALESBURY, MARYLAND 21055
  3. PROPERTY ADDRESS: 2825 N SALISBURY BLVD SALESBURY, MARYLAND 21055  
 TAX MAP 20, GRID 24, PARCEL 165  
 TAX ACCOUNT: # 05-035254
  4. CURRENT DEED REFERENCE: LIBER M 5/R 2609
  5. ZONING: C2 - GENERAL COMMERCIAL
  6. BUILDING SETBACKS: FRONT 45'/0" SIDE 3'-10" REAR 10'/0"
  7. PROVIDED PARKING SPACES: 3 TOTAL (INCLUDING DRIVEWAY)
  8. THE ENTIRE PROPERTY SHOWN HEREON IS LOCATED WITHIN LOCAL ZONES 1A-C (EX. 32) AND 7-C AS SHOWN ON THE COMMUNITY PLAN NO. 240140012E FOR WICOMICO COUNTY, MARYLAND, ADOPTED ON 03/27/2015.
  9. THE PROPERTY SHOWN HEREON IS LOCATED ENTIRELY WITHIN LOCAL ZONE 7-C.
  10. THERE WAS NO EVIDENCE OF RECENT EARTH MOVEMENT OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF THIS SURVEY.
  11. CERTAIN DATUM OF ELEVATION SHOW HEREON WERE OBTAINED FROM THE NATIONAL CENTER FOR CONSTRUCTION PLANS PREPARED BY WOLAN IN MARCH 18, 2015. (SEE PLAN SHEET CONTRACT #)

**LEGAL DESCRIPTION TAX PARCEL 165**  
 ALL THAT LOT OR PARCEL OF LAND Situate, Lying, North SALISBURY BLVD (US ROUTE 13) AND BEN LEONARD'S MILL POND IN WICOMICO COUNTY, STATE OF MARYLAND, PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A MAG NAIL WITH WASHER SET, SAID THE EASTERN RIGHT OF WAY LINE OF US RTE 13 (US ROUTE 13) MAP NAIL WITH WASHER ALSO BEING ON THE DIVISION LINE OF TAX PARCEL 215 (DEED REF. LIBER M 5/R 2609), SAID MAG NAIL WITH WASHER BEING HEREON DESCRIBED LAND; THENCE WITH THE SAID (1) BEING 4 CORNER TURNING TO THE LEFT HAVING A LENGTH OF 233.41'; A CHORD BEARING OF N 031° 11' 19" TO A POINT; SAID POINT BEING S 57° 31' 41" FROM PIPE FOUND, SAID POINT ALSO BEING ON THE DIVISION LINE OF TAX PARCEL 215 (DEED REF. LIBER M 5/R 2609) WITH THE SAID SOUTHWEST CORNER OF TAX PARCEL 165; THENCE WITH THE SAID SOUTHWEST CORNER OF TAX PARCEL 165; THENCE WITH THE SAID EASTERN RIGHT OF WAY LINE OF US RTE 13 (US ROUTE 13) MAP NAIL WITH WASHER ALSO BEING ON THE DIVISION LINE OF TAX PARCEL 215 (DEED REF. LIBER M 5/R 2609), SAID MAG NAIL WITH WASHER BEING HEREON DESCRIBED LAND; THENCE WITH THE SAID (2) COURSES AND DISTANCES (2) S 62° 52' 31" POINT; THENCE (3) S 87° 31' 41" E A DISTANCE OF 177.08' TO A POINT; THENCE WITH THE SAID EASTERN RIGHT OF WAY LINE OF US RTE 13 (US ROUTE 13) MAP NAIL WITH WASHER ALSO BEING ON THE DIVISION LINE OF TAX PARCEL 215 (DEED REF. LIBER M 5/R 2609), SAID MAG NAIL WITH WASHER BEING HEREON DESCRIBED LAND; THENCE WITH THE SAID (4) COURSES AND DISTANCES (4) S 128° 44' W A DISTANCE OF 177.08'; THENCE (5) S 40° 31' 14" W A DISTANCE OF 177.08'; THENCE (6) S 08° 52' 57" W A DISTANCE OF 177.08' CAPPED REBAR BEING ON THE SAID DIVISION LINE OF TAX PARCEL 215 (DEED REF. LIBER M 5/R 2609); THENCE WITH THE SAID LAND; THENCE WITH THE SAID (7) COURSES AND DISTANCES (7) S 08° 52' 57" W A DISTANCE OF 177.08' CAPPED REBAR BEING ON THE SAID DIVISION LINE OF TAX PARCEL 215 (DEED REF. LIBER M 5/R 2609); THENCE (8) N 12° 44' W A DISTANCE OF 177.08'; THENCE WITH THE SAID (9) COURSES AND DISTANCES (9) S 128° 44' W A DISTANCE OF 177.08'; THENCE (10) S 40° 31' 14" W A DISTANCE OF 177.08'; THENCE (11) S 08° 52' 57" W A DISTANCE OF 177.08' CAPPED REBAR BEING ON THE SAID DIVISION LINE OF TAX PARCEL 215 (DEED REF. LIBER M 5/R 2609); THENCE (12) S 62° 52' 31" W A DISTANCE OF 177.08'; THENCE (13) S 87° 31' 41" E A DISTANCE OF 177.08'; THENCE (14) S 57° 31' 41" W A DISTANCE OF 233.41' TO THE POINT OF BEGINNING.

- TITLE REPORT**  
 TITLE REPORT SUPPLIED BY CHICAGO TITLE INSURANCE COMPANY, FILE NO. 5591 DATED OCTOBER 30, 2017, MARKED "ORAVT".
- SCHEDULE B - SECTION II - TABLE OF EXCEPTIONS:**
8. RECORDED PLAT (LIBER J.W.T.S. No. 762, FOLIO 93) - R/W & EASEMENT AS SHOWN HEREON
  9. RECORDED PLAT (LIBER A.J.S. No. 1003, FOLIO 430) - R/W & EASEMENT AS SHOWN HEREON
  10. FIFTEEN (15) FOOT RIGHT OF WAY (LIBER A.J.S. 1003, FOLIO 447) - AS SHOWN HEREON
  11. RIGHT OF WAY TO DELMARVA POWER & LIGHT COMPANY (LIBER J.W.T.S. No. 574, FOLIO 308) - AS SHOWN
  12. RIGHT OF WAY TO EASTERN SHORE PUBLIC SERVICE COMPANY (LIBER J.W.T.S. No. 431, FOLIO 121) - AS 5
  13. RIGHT OF WAY TO EASTERN SHORE PUBLIC SERVICE COMPANY (LIBER J.W.T.S. No. 289, FOLIO 144) - MAY
  14. DEED AND PLAT TO STATE OF MARYLAND (LIBER I.D.T. 219, FOLIO 288) - AS SHOWN HEREON

**ALTA / NSPS LAND TITLE SURVEY**  
 OF THE LAND OF  
**CDE PROPERTIES, LLC**  
 PREPARED FOR:  
**PTVI, LLC**  
 TAX MAP 20, GRID 24, PARCEL 165  
 IN THE FIFTH ELECTION DISTRICT  
 WICOMICO COUNTY, MARYLAND





**SURVEYOR'S CERTIFICATION:**  
TO CHICAGO TITLE INSURANCE COMPANY AND PTV I, LLC:  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MARYLAND STANDARD DETAIL REQUIREMENTS FOR ALTA/NPS/LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 19, 2017. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN §§13.08.12 OF THE ANNOTATED CODE OF MARYLAND.  
DATE OF PLAT OR MAP: DECEMBER 27, 2017  
*Janice M. PTV*  
PROFESSIONAL LAND SURVEYOR NO. 21238  
CURRENT LICENSE EXPIRES: FIVE (5) / 8 / 2019



**FINK, WHITTEN & ASSOCIATES, LLC.**  
LAND SURVEYING CIVIL ENGINEERING ENVIRONMENTAL CONSULTING  
LAND PLANNING PERMITTING ENVIRONMENTAL CONSULTING  
EASTON 410-822-8484 FAX: 410-822-8484  
CAMBRIDGE 410-528-8545 3800 Route 404 East Cambridge, Maryland 21018  
www.finkwhitten.com

DATE	REVISION

ALTA/NPS/LA OF THE JANICE MA PREP PTV TAX MAP 20, G1 IN THE FIFTH 1 WICOMICO CO

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

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

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

**SITE SUMMARY:**

Site Area: 2.33 acres  
Parking: 139 spaces



# PTV I, LLC – NORTH SALISBURY BOULEVARD ANNEXATION

## EXHIBIT C

### ANNEXATION AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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



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

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

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

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

**1. Effective Date.**

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

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

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

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

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

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

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

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

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

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

**5. Municipal Zoning.**

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

**6. Municipal Services.**

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

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

**7. Standards & Criteria.**

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

**8. City Boundary Markers.**

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

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

9. **Development Considerations.**

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

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

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

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

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

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

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

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

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

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

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

**10. RECORD PLAT.**

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

**11. NOTICES.**

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

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

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

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

City of Salisbury

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

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

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

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

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

**13. Miscellaneous Provisions.**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTEST/WITNESS:**

**“PTV”:**

**PTV I, LLC**

\_\_\_\_\_

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

**THE "CITY":**

**City of Salisbury, Maryland**

\_\_\_\_\_

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

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

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

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

AS WITNESS my hand and Notarial Seal.

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

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

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACOB R. DAY, who acknowledged himself to be the MAYOR of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

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

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

**CERTIFICATION BY ATTORNEY**

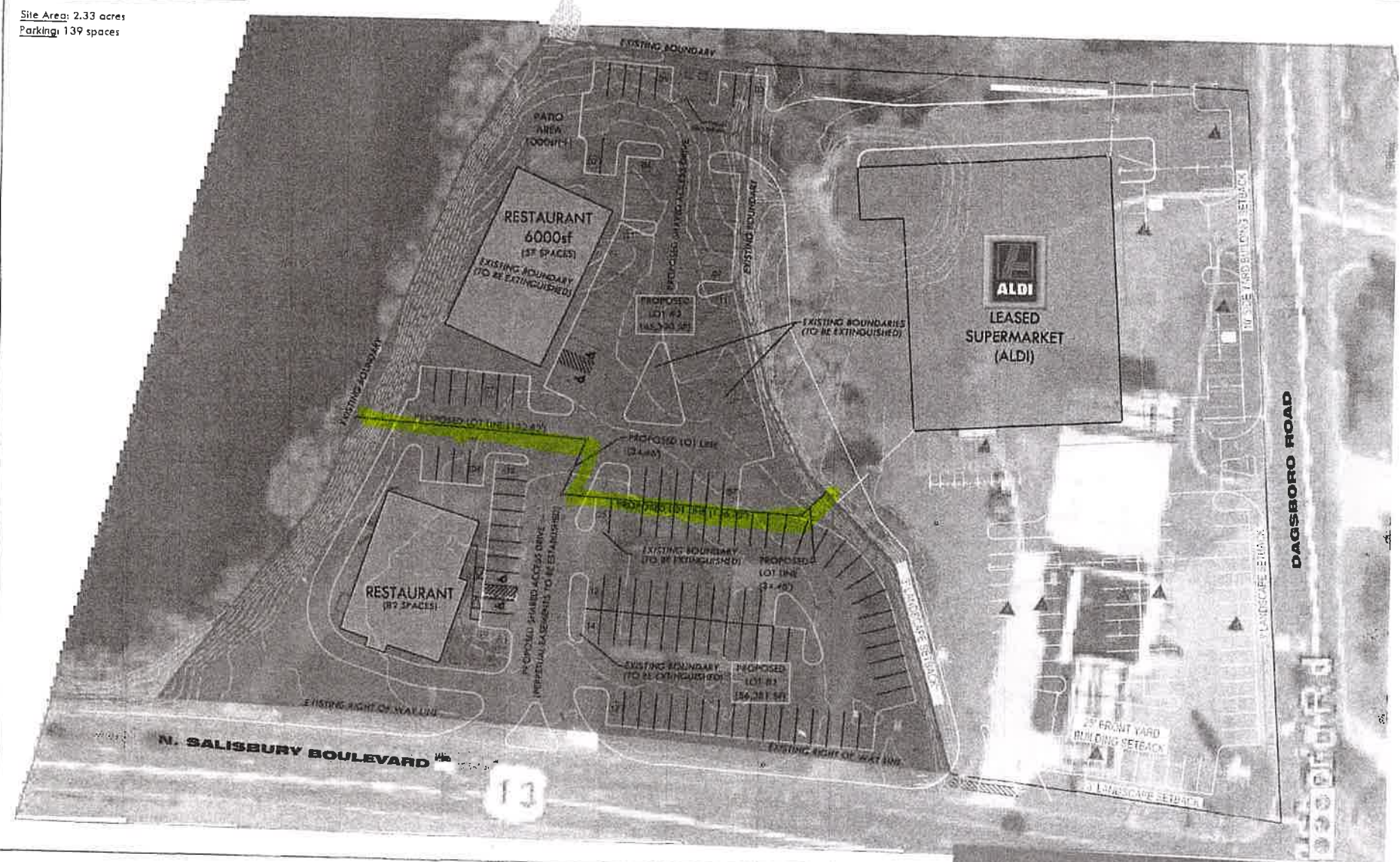
I hereby certify that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

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

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

**SITE SUMMARY:**

Site Area: 2.33 acres  
 Parking: 139 spaces





AS AMENDED ON SEPTEMBER 26, 2016

RESOLUTION NO. 2669

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

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

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

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

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


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

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

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

ATTEST:

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

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

APPROVED BY ME THIS

27 day of SEPTEMBER, 2016.

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

ORDINANCE NO. 2526

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE FY19 BUDGET TO APPROPRIATE FUNDS FOR SURVEYING EQUIPMENT.

WHEREAS, survey equipment owned by the City of Salisbury was stolen from a City vehicle; and

WHEREAS, the City of Salisbury Department of Infrastructure and Development purchased replacement equipment so as to not impact the operations of the Survey Team; and

WHEREAS, the City’s insurance agency, Local Government Insurance Trust, is reimbursing the City for value of the equipment less the deductible; and

WHEREAS, the Department of Infrastructure and Development budget should be amended to replace the funds spent with the insurance proceeds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City’s Fiscal Year 2019 budget is hereby amended as follows:

- 1. Increase the Insurance Proceeds (01000-456935) budget by \$18,994.00
- 2. Increase the Engineering Equipment (31000-577030) budget by \$18,994.00

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 25<sup>th</sup> day of February, 2019, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the \_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

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

APPROVED BY ME THIS:

\_\_\_\_\_ day of \_\_\_\_\_, 2019

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

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ORDINANCE NO. 2527

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

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

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

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

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

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

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

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

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

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 25<sup>th</sup> day of February, 2019, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

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

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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



ORDINANCE NO. 2528

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 25<sup>th</sup> day of February, 2019, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

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

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

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

## 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

1 **ORDINANCE NO. 2529**

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.

46

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 t~~ Tree and shrubbery limbs must  
49 be securely bundled in lengths not to 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 Ccity may, at its option, provide bulk collection service where residences are  
55 concentrated in high-density. In these cases, the appropriate ~~managing~~ ~~organization~~  
56 authority shall be officially notified of the details of the service to be rendered. It shall be the  
57 responsibility of the Department of Field Operations to make agreements with the appropriate  
58 ~~managing~~ ~~organization~~ authority for the placement of bulk containers on either public,  
59 private or common ownership property. The standard of service shall be sanitary, and containers  
60 shall be maintained in a non-offensive manner. Disposal of bulk items at a multi-unit complex is  
61 the responsibility of the managing authority.

62  
63 F. The Ccity 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, exceptbut  
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  
110 Center by twelve (12:00) p.m. on Friday to request a pick-up for the ensuing Monday, requests  
111 made after twelve (12:00) p.m. on Friday will be picked up the second Monday from the request.  
112 **six 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 **managem**  
134 **ent** 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.



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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 the 25<sup>th</sup> day of February, 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.

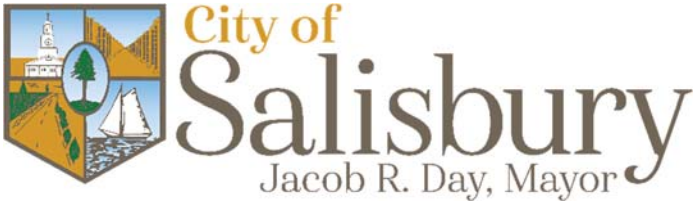
**ATTEST:**

\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

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

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

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



## MEMORANDUM

**To:** The Mayor & City Council  
**From:** Nancy Talbott, Grants Coordinator  
**Subject:** FY19 Economic Development Administration Grant Award  
**Date:** March 8, 2019

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The City of Salisbury has applied for and received funding from the United States Department of Commerce Economic Development Administration (EDA). The awarded funds total \$37,500 and will fund feasibility studies for a potential multi-user port in Salisbury. This port, once developed, is expected to increase transportations for local industry, reduce vehicular and truck traffic along our roadways, and strengthen commerce throughout the region. The investment received from this grant award will allow the City to take its first step toward making this development a reality.

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

Attachment:

GRANT     COOPERATIVE AGREEMENT

## FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER  
**01-69-14848; URI: 112861**

RECIPIENT NAME

PERIOD OF PERFORMANCE

**City of Salisbury**

**24 months from date of award**

STREET ADDRESS

FEDERAL SHARE OF COST

**125 N Division Street**

\$ **37,500**

CITY, STATE, ZIP CODE

RECIPIENT SHARE OF COST

**Salisbury, Maryland 21801-5030**

\$ **37,500**

AUTHORITY

TOTAL ESTIMATED COST

Public Works and Economic Development Act of 1965, as amended, (42 U.S.C. Section 3121, et. seq)

\$ **75,000**

CFDA NO. AND NAME

**11.307 Economic Adjustment Assistance Program**

PROJECT TITLE

**Salisbury Port Feasibility Study**

**This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.**

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (31 March 2017)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIAL AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.
- OTHER(S): Department of Commerce Financial Assistance Standard Terms and Conditions - 09 October 2018

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

DATE

**Linda A. Cruz-Carnall, Regional Director**



**12/12/18**

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE

**Thelonious Williams, Housing & Homelessness Manager**

GRANT     COOPERATIVE AGREEMENT

**FINANCIAL ASSISTANCE AWARD**

FEDERAL AWARD ID NUMBER  
01-69-14848; URI: 112861

RECIPIENT NAME  
City of Salisbury

PERIOD OF PERFORMANCE  
24 months from date of award

STREET ADDRESS  
125 N Division Street

FEDERAL SHARE OF COST  
\$ 37,500

CITY, STATE, ZIP CODE  
Salisbury, Maryland 21801-5030

RECIPIENT SHARE OF COST  
\$ 37,500

AUTHORITY  
Public Works and Economic Development Act of 1965, as amended, (42 U.S.C. Section 3121, et. seq)

TOTAL ESTIMATED COST  
\$ 75,000

CFDA NO. AND NAME  
11.307 Economic Adjustment Assistance Program

PROJECT TITLE  
Salisbury Port Feasibility Study

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- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (31 March 2017)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
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- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.
- OTHER(S): Department of Commerce Financial Assistance Standard Terms and Conditions - 09 October 2018

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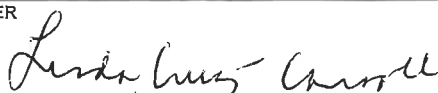
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SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Linda A. Cruz-Carnall, Regional Director



DATE

12/12/18

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Thelonious Williams, Housing & Homelessness Manager

DATE

GRANT     COOPERATIVE AGREEMENT

**FINANCIAL ASSISTANCE AWARD**

FEDERAL AWARD ID NUMBER  
01-69-14848; URI: 112861

RECIPIENT NAME

City of Salisbury

PERIOD OF PERFORMANCE

24 months from date of award

STREET ADDRESS

125 N Division Street

FEDERAL SHARE OF COST

\$ 37,500

CITY, STATE, ZIP CODE

Salisbury, Maryland 21801-5030

RECIPIENT SHARE OF COST

\$ 37,500

AUTHORITY

Public Works and Economic Development Act of 1965, as amended, (42 U.S.C. Section 3121, et. seq)

TOTAL ESTIMATED COST

\$ 75,000

CFDA NO. AND NAME

11.307 Economic Adjustment Assistance Program

PROJECT TITLE

Salisbury Port Feasibility Study

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (31 March 2017)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIAL AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.
- OTHER(S): Department of Commerce Financial Assistance Standard Terms and Conditions - 09 October 2018

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SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Linda A. Cruz-Carnall, Regional Director

*Linda Cruz-Carnall*

DATE

12/12/18

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Thelonious Williams, Housing & Homelessness Manager

DATE

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ORDINANCE NO. 2530

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE UNITED STATES DEPARTMENT OF COMMERCE FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$37,500, AND APPROVING A BUDGET AMENDMENT TO THE FY 2019 GRANT FUND TO APPROPRIATE FUNDS TO FOR A SALISBURY PORT FEASIBILITY STUDY.

WHEREAS, the United States Department of Commerce Economic Development Administration (EDA) has an Economic Adjustment Assistance Program; and

WHEREAS, the purpose of the grant program is to provide economically distressed communities and regions with comprehensive and flexible resources to address a wide variety of economic needs; and

WHEREAS, the City of Salisbury submitted a grant application for funding to the EDA to support the feasibility studies for a potential Salisbury port; and

WHEREAS, the EDA has awarded the City funds in the amount of \$37,500; and

WHEREAS, the City of Salisbury must enter into a grant agreement with the EDA defining how these funds must be expended; and

WHEREAS, all funds shall be used to procure a contracted firm to conduct the aforementioned feasibility studies; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the Council of the City of Salisbury, Maryland, hereby authorizes Mayor Jacob R. Day to enter into a grant agreement with the EDA for acceptance of these funds.

BE IT FURTHER ORDAINED that the City's Fiscal Year 2019 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase FY19 EDA – Port Feasibility Revenue account (10500-423120-XXXXX) by \$37,500
- 2) Increase FY19 EDA – Port Feasibility Expense account (10500-513400-XXXXX) by \$37,500

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

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

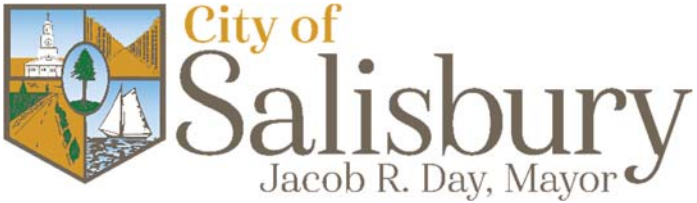
**ATTEST:**

\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

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

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

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



## MEMORANDUM

**To:** The Mayor & City Council  
**From:** Nancy Talbott, Grants Coordinator  
**Subject:** FY19 PATH Grant for Housing First  
**Date:** March 8, 2019

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The City of Salisbury has received funding from the Wicomico County Health Department as a passthrough grant from the Substance Abuse and Mental Health Services Administration (SAMHSA). The awarded funds are from the Projects for Assistance in Transition from Homelessness (PATH) grant, and total \$20,934. Grant funds will assist with services provided by the City of Salisbury's Housing First program, such as housing vouchers and case worker salaries. Since its creation, this City program has housed 31 individuals and provided resource navigation and other services to hundreds of others.

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

Attachment:





**Public Health**  
Prevent. Promote. Protect.  
Wicomico County  
Health Department

# Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



## MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2019

### **Wicomico County Local Behavioral Health Authority (LBHA) and City of Salisbury Housing and Community Development Projects for Assistance in Transition from Homelessness (PATH)**

#### **Background**

The Wicomico County Health Department (WiCHD) received funding from Behavioral Health Administration for the **Project for Assistance in Transition from Homelessness (PATH, F823N)** to deliver PATH services.

#### **Agreement**

The following agreement entered into on this 3rd day of January, 2019, by and between the Wicomico County Local Behavioral Health Authority (LBHA) and City of Salisbury Housing and Community Development (CSHCD) regarding the provision of services to adults with severe mental illness. This includes the homeless population, individuals being release from incarceration, those leaving hospitalization, as well as, others in the community requiring intensive case management to remain in the community sets forth the following deliverables:

#### **I. WiCHD/LBHA will complete the following by 6/30/2019:**

1. LBHA shall conduct on-site reviews at least annually during this contract to assure that the vendor is providing the service according to the conditions stated in this MOU.
2. LBHA will meet bi-monthly or as needed with CSHCD regarding this MOU.
3. LBHA will review all financial requests for security deposit and past due rent and process payments.
4. LBHA will provide technical assistance, monitoring, guidance and support to CSHCD.
5. Submit for payment Contractor's invoice for \$20,129.00 once deliverables are completed, and report and invoice are received.

**II. Contractor will complete the following by 6/30/2019: (same note as in section I)**

1. CSHCD agrees to perform the services outlined in Attachment I, PATH Intended Use Plan. The scope of services may be amended by mutual agreement or to meet the Conditions of Award as established by the Mental Hygiene Administration.
2. CSHCD agrees to comply with the attached PATH Policies and Procedures outlined in Attachment II.
3. CSHCD agrees to complete the Quarterly Reports and Annual Progress Report according to the reporting schedule outlined in Attachment III. These reports will be submitted to LBHA. CSHCD shall also include data for the outcome goals identified in the Intended Use Plan.
4. CSHCD agrees to submit the PATH Invoice (Attachment IV) to the LBHA on a monthly basis. The monthly invoice shall include the indirect cost. Additionally, the invoice shall include the number of individuals outreached for the month and year to date, and the number of individuals enrolled for the month and year to date. Additionally, the invoice will document the staff hours for the month. For the LBHA site visit, the program will keep documentation of hours for review (e.g. log of hours and locations, copies of timesheets with a breakdown of time spent and locations for PATH in the comments section, etc.).
5. CSHCD agrees to work with the Homeless Alliance for the Lower Shore Continuum of Care Committee (HALS CoC) Homeless Management Information System (HMIS) Administrator and enter all required data into the HMIS program.
6. CSHCD agrees to complete the annual PATH application with input from the LBHA, by the due date established by LBHA.
7. CSHCD agrees to attend the quarterly state PATH meetings.
8. CSHCD agrees to meet monthly or as needed with LBHA regarding this MOU.
9. CSHCD agrees to provide outreach at least monthly to Homeless Shelters and Programs throughout Wicomico County (i.e. Christian Shelter, Life Crisis Center Shelter, Community Emergency Shelter Program and HALO).

- 10. CSHCD agrees to provide, during this grant cycle, Emergency Preparedness Plans addressing the Continuity of Operations Planning (COOP) for the agency within 6 months of the award to the LBHA and implement in response to a disaster.
- 11. Invoice WiCHD for \$20,129.00, addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD".

III. **The Contract Monitors for this agreement are:**

For the WiCHD

Jessica Taylor, Program Coordinator  
Wicomico County Local Behavioral Health Authority  
410-548-6981/Jessica.taylor@maryland.gov

For the Contractor

Christine Chestnutt, Homeless and Housing Manager  
City of Salisbury Housing and Community Development  
443-754-1119/cchestnutt@salisbury.md

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

Neither party to the Memorandum of Understanding shall be deemed the agent, servant, or employee of the other, nor shall this agreement be construed as a contract to procure goods or services under the laws of the State of Maryland.

This agreement will terminate on June 30, 2019 or by providing ten (10) days written notification by either party.

**Signatures**

The parties acknowledge their agreement by their signatures below:



\_\_\_\_\_  
Jacob Day, Mayor  
City of Salisbury

*Lori Brewster*

\_\_\_\_\_  
Lori Brewster, M.S., APRN/BC, LCADC  
Health Officer, Wicomico County Health Department

\_\_\_\_\_  
Date

*1/30/19*

\_\_\_\_\_  
Date

ATTACHMENT I

**Wicomico Behavioral Health Authority**

**Fed FY 2018 Projects for Assistance in Transition from Homelessness (PATH)**

**(State fiscal year 2018)**

**INTENDED USE PLAN**

1. **Local Provider Description**

***Provide a brief description of the provider by organization receiving PATH funds including name, type of organization, region served, and the amount of PATH funds the organization will receive.***

In Wicomico County PATH funds will be received and managed by the Wicomico County Local Behavioral Health Authority (LBHA). This organization is responsible for oversight of all public mental health funds for Wicomico County. The City of Salisbury Housing and Community Development is the provider to deliver PATH services to individuals with severe mental illness. This includes the homeless population, individuals being released from incarceration, those leaving hospitalization, as well as others in the community requiring intensive case management to remain in the community.

The LBHA serves the geographic area of Wicomico County located on the rural Eastern Shore of Maryland. According to U.S. Census Data the 2013 estimated population of the county was 100,896. The county's 377 square miles is largely comprised of farms, forests, and waterfront. The largest concentration of population resides in the City of Salisbury; also known as the "Hub of the Eastern Shore". With roughly 70% of the population residing outside Salisbury city limits, residents face numerous obstacles accessing services and establishing social networks. Along with these issues there is also the problem of transportation in a rural area with limited transit outside the city limits. The median household income in Wicomico County was approximately \$50,639. The percentage of residents with income below poverty level was 16.2%, which was well above the state average of those years of 9.4%. Major industries include educational, health and social services, manufacturing, retail trade, and construction. The rate of unemployment in Wicomico County in March 2013 was 8.7 according to the Bureau of Labor Statistics. The Wicomico County Board of Education reports 1295 homeless school age children as of May 22, 2013 required assistance. According to HMIS data from 7/1/14-6/30/15, 909 individuals utilized shelters and transitional houses in Wicomico County and were entered into the HMIS system. This data may not include all transitional houses in the county. Of those 6% identified themselves as chronically homeless and about 16.5% identified that they had a mental health disability.

The LBHA will receive \$20,129.00 in PATH funding. The \$20,129.00 will be used to partially fund (59%) the City of Salisbury Case Manager to conduct outreach and referral services to the homeless.

2. **Collaboration with HUD Continuum of Care Program**

***Describe the organization's participation in the HUD Continuum of Care Program and any other local planning, coordinating, or assessment activities. If you are not currently working with the CoC, briefly explain the approaches to be taken by the agency to collaborate with the local CoC.***

The CSHCD Housing & Homelessness Manager is a CoC co-chair, as well as serves on the CoC governance committee. The HALS CoC is a group comprised of multi-agency representatives, consumers, and family members of consumers which collaborate to address issues of the homeless population such as suitable housing; as well as the Cold Weather Emergency Shelter Program. Several PATH clients have been successfully linked with the Homeless Alliance of the Lower Shore as well as the Continuum of Care HUD program to obtain permanent supportive housing. CSHCD staff coordinates the Point In Time surveys within Wicomico County to identify those clients in need of suitable housing.

3. **Collaboration with Local Community Organizations**

The local organizations which provide key services to PATH-eligible clients are as follow: (1) Go-getter's Inc. is a psychiatric rehabilitation program, which serves chronically mental ill with general and intensive housing, a day program and respite. (2) Wicomico Department of Social Services provides food stamps, cash assistance and medical assistance as well as some rental assistance programs and emergency motel stays. (3) The Wicomico Health Department dual diagnosis program provides outpatient mental health and addictions services as well as referrals to long term care when necessary. (4) The Continuum of Care housing Program provides permanent housing by providing rental assistance and general case management. (5) Shore-Up provides heating/utility assistance and senior housing as well as the family support center to help families work towards their GED and learn parenting skills. (6) Division of Rehabilitation Services (DORS) provides vocational rehabilitation services to the Tri County area. (7) The Tri-County Alliance HUD program provides permanent housing with rental assistance. (8) Joseph House Village provides clothing, a soup kitchen, financial assistance, hotel assistance, drop in center for the homeless, day care and a long term shelter for women and families. (9) Salvation Army provides food assistance, prescription assistance, heating assistance, clothing, and some eviction assistance. (10) The Christian Shelter provides short-term emergency shelter. (11) Lower Shore Friends provides consumer support and advocacy, as well as transportation. (12)The LBHA/CSA has funds to assist individuals with mental health prescriptions, transportation, and many other special needs. (13) Hope and Life Outreach (HALO) is an organization that came from a local church with a mission to help those less fortunate. During the past 4 years they have taken over

the Cold Weather shelter for women and women with children in our area. They have also started HALO café that serves meals to the homeless and less fortunate population. They provide a day center for the homeless population allowing them a place to access community resources in one location and a place to be during the day when the local shelters make people leave. They have a Homeless on the Streets food program that takes meals to local camps for the homeless population. They are also assisting individuals with reading and English. (14) HOPE, Inc is a program that assists the homeless population in the community with any number of things. The biggest assistance the program provides at present is assistance in obtaining birth certificates and state identification cards. The program also has a small grant to assist with medication costs on a one-time basis. HOPE, Inc. also organizes the Community Emergency Shelter (CESP) yearly. There are also a few other providers of mental health and addictions services in the community that we work with.

#### 4. Service Provision

***Describe the organization's plan to provide coordinated and comprehensive services to eligible PATH clients.***

**Describe how the services to be provided using PATH funds will align with PATH goals to target street outreach and case management as priority services and maximize service the most vulnerable adults who are literally and chronically homeless.**

- a. The PATH outreach worker offers assistance to the local shelters on a regular basis and offers assistance to and outreach services at a local organization providing day services to the homeless population. The outreach worker also frequents the local peer support drop in center that sees a large population of homeless individuals with mental illness. The outreach worker also frequently visits established encampments throughout Wicomico County, as well as looks for new encampments, to get those most vulnerable connected to services. Because services are provided through our local case management program, linking clients to services is a priority. Many PATH eligible clients eventually become linked with the case management program.
- b. We also maintain a relationship with all agencies that serve this population and are frequently used as a contact for those agencies to provide to clients with resource information.

**Provide specific examples of how the agency maximizes use of PATH funds by leveraging use of other available funds for PATH client services.**

- c. The CSHCD program works with the LBHA to utilize any available funding in the community to serve PATH eligible individuals. Our staff is aware of many of the community resources available but being in a rural community those resources are limited making PATH outreach and funding assistance a crucial part of the community to help the mentally ill homeless population.

**Describe any gaps that exist in the current service systems**

- d. Gaps in current services continue to be transportation to rural areas and the lack of safe, affordable, adequate and supervised housing. Employment and medical services for the PATH eligible clients are lacking. Lack of choices for services in general and especially for the uninsured is another downfall in this area. Another gap in service is the lack of adequate facilities for short term shelters, especially for those mentally ill who are still using substances or not compliant with traditional mental health treatment. Lack of services to client with a criminal history is also a problem in getting them housed and employed. In addition to all of the other issues, our area has a major shortage of psychiatrists to serve the growing mental health population causing a wait time of up to a couple months to see a doctor for proper medication management.

**Provide a brief description of the current services available to clients who have both a serious mental illness and a substance use disorder.**

- e. The CSHCD has access to multiple dual-diagnosis specific programs for those with substance use and mental illness. We also have partnerships with other mental health providers that are expanding to provide dual diagnosis services. The local substance abuse inpatient provider is Hudson Health. Hudson Health will provide limited mental health services during inpatient stays. Most of the community services offered to the mentally ill are also available to the dually diagnosed, with the exception of those actively using, who are unable to access the local shelters. Case management will locate services, advocate for the clients, and follow them to ensure their success in the community. Due to services being limited in this area, CSHCD also has developed partnerships with other service providers, to best meet the need of the clients we serve.

**Describe how the local provider agency, pays for or otherwise supports evidenced-based practices, trainings for local PATH-funded staff, and trainings and activities to support collection of PATH data in HMIS**

- f. Staff is routinely encouraged to attend trainings to enhance their knowledge base. The agency covers the cost for staff to attend evidenced based trainings related to providing services to the homeless. When appropriate we can refer consumers to programs that are evidence based. Providers that have EBP services include Lower Shore Clinic's Family Psycho-education program and Assertive Community Treatment (ACT) Program, and Go-Getters, Inc. Supported Employment Program. Our HMIS administrator provides training on HMIS as new users are added and when updates are made. She is also available for one on one training when needed.

5. **Data**

***Describe the provider's status on HMIS migration and a plan, with accompanying timeline, to collect PATH data by 2019. If you are fully utilizing HMIS and PATH services, please describe plans for continued training and how you will support new staff.***

The HMIS System administrator has set up PATH based on the most recent PATH data elements and with the 3 PATH provider staff for the Lower Shore to ensure HMIS captured both service based and street outreach. HMIS trainings will be scheduled with the three lower shore PATH providers by May 15, 2019, to ensure that they are fully ready to enter PATH data by June 2019. The HMIS system administrator has conducted additional training during the last six months as new staffs were assigned PATH duties and will continue to monitor their progress to determine the need for any additional training. On a quarterly basis, data quality reports will be run by the HMIS System Administrator to determine the need for any additional training. Any new PATH staff will be given HMIS training to ensure they can enter PATH data into HMIS.

6. **SSI/SSDI Outreach, Access, Recovery (SOAR)**

***Describe the provider's plan to train PATH staff on SOAR. Indicate the number of PATH staff trained in SOAR during the grant year ended in 2017 (2017-2018), and the number of PATH funded consumers assisted through SOAR. If the provider does not use SOAR, describe the system used to improve accurate, timely completion of mainstream benefit applications and timely determination of eligibility. Also describe efforts used to train staff on this system. Indicate the number of staff trained, the number of PATH funded consumers assisted through this process, and application eligibility results.***

In 2018, our region lost the funding for a dedicated SOAR case manager to assist eligible PATH clients who receive social security benefits. After this change, the CoC lead agency assigned staff to perform SOAR lead activities to coordinate SOAR activities in our region, with assistance provided by the State Behavior Health Administration. CoC member agencies were informed of the change and the CoC solicited agencies to train appropriate staff in SOAR, to ensure that eligible individuals can still receive assistance in receiving much needed social security benefits. To date, staff from local health departments, mental health clinics, shelters and agencies serving veterans have been trained. This group meets monthly to conduct case conferencing which includes PATH case managers. An additional training is being organized locally so that other agencies can send staff to become SOAR trained. Once the CSHCD is able to hire a second case manager, they plan to send at least one employee to SOAR training, at the next occurring availability.



7. **Housing**

***Indicate what strategies are used for making suitable housing available for PATH clients (i.e., indicate the type of housing provided and the name of the agency).***

A strategy for making suitable housing available to PATH clients is challenging. With most consumers receiving limited income and rental rates higher than what can be afforded, housing options are slim. The CSHCD maintains a list of landlords with lower rental rates. The CSHCD also refers many clients to the Homeless Alliance of the Lower Shore and Continuum of Care Housing which are invaluable in assisting lower income individuals and families with severe mental illness with rental assistance and housing availability. These programs have landlords who are always willing to rent to the program. With Wicomico County being a small area, some consumers have “burnt bridges” which adds to the degree of difficulty in finding places to live. Advocating for clients or promoting linkage to other services sometimes makes landlords more receptive to give consumers a second chance.

8. **Staff Information**

***Describe the demographics of the staff serving the clients; how staff providing services to the population of focus will be sensitive to age, gender, disability, lesbian, gay, bisexual and transgender, racial/ethnic, and differences of clients; and the extent to which staff receive periodic training in cultural competence and health disparities. A strategy for addressing health disparities in use of the recently revised national Cultural and Linguistically Appropriate Services (CLAS) standards: (<http://www.ThinkCulturalHealth.hhs.gov>).***

In Wicomico County the population is predominantly Caucasian at approximately 69.5%. African-Americans make up about 24.9% of the population. The county also provides services to migrant workers with a strong Hispanic origin. The City of Salisbury’s Housing and Community Development Department, in conjunction with the Homeless Alliance of the Lower Shore, are looking into Cultural Competency training, and all homeless services staff will attend any training offered. CSHCD currently has two staff members and will be hiring a third. The Housing & Homelessness Manager is a female, and the current case manager is a younger male. We offer access to the language line when interpretation services are needed, at no cost to the client, and provide outreach, resource navigation and housing referral services to all clients regardless of race, gender, religion, socioeconomic status, ethnicity, sexuality or disability.

9. **Client Information**

***Describe the demographics of the client population, the projected number of adult clients to be contacted, enrolled, and the percentage of adult clients served using PATH funds to be literally homeless.***

The projected number of individuals to be outreached during the year will be at least 50 clients. During the fiscal year, we hope to enroll at least 18 clients with the help of the financial assistance. We have had difficulty in enrolling clients this past year due to diagnosis codes and increase in insurance to utilize case management services. We will serve any client over the age of 18. We provide outreach to all clients contacted but will enroll those meeting the criteria of homelessness and mental health willing to participate in the program. The goal is to target at least 25% of people who are literally homeless

10. **Consumer Involvement**

***Describe how individuals who experience homelessness and have serious mental illnesses and family members will be involved at the organizational level in the planning, implementation, and evaluation of PATH-funded services. For example, indicate whether individuals who are PATH eligible are employed as staff or as volunteers or serve on governing or formal advisory boards.***

CSHCD's Housing & Homelessness Manager is serving as the CoC co-chair and serves on the CoC Governance Committee. A formerly homeless individual who also sits on the CoC governance committee is SOAR trained, and participates in monthly SOAR meeting which also includes PATH case managers. Currently, a Consumer Advisory Council is being formed, and once in place, they will be involved with all area of planning, implementation and evaluation of PATH, HUD and State funded homeless funds. In addition, each agency that receives funds from the State Department of Housing and Community Development for Homelessness Solutions Program funds are required to have a formerly homeless consumer on their board.

All of these organizations solicit consumers input and is utilized in the planning, implementation, and evaluation of PATH funded and other homeless services. The CSHCD also works with Lower Shore Friends, a local consumer run wellness and recovery program to coordinate appropriate services for the mentally ill homeless population. Wicomico County has used PATH eligible clients in the past to assist with local surveys and to advocate for the PATH program but currently CSHCD has no PATH eligible clients on staff or as official volunteers.

**11. Budget Narrative**

***Provide a budget narrative that includes the local-area provider's use of PATH funds.***

Please see the attached budget including 1 staff person for street outreach.

**Wicomico**

Position	Annual Salary	PATH-fund ed FTE	PATH- funded items	State Match Dollars	Local Match Dollars	Total
Case Manager/ Outreach Worker	\$31,283.00		\$16,129.00	HSP \$28,065.00 CDBG \$2,699.92	\$808.23	\$51,702.15
Subtotal salaries	\$31,283.00					
Fringe Benefits	\$16,419.15					
Supplies (Office Supplies)						
Other (One-time housing rental assistance)			\$4,000.00			
Total Direct Charges						
Indirect Costs State Admin Cost @ 4%			\$805.00			
<b>Total</b>	\$47,702.15		\$20,934.00	\$30,764.92	\$808.23	\$51,702.15

12. **State Goals**

***Report the following four outcome measures:***

- a. **Number of persons provided/offered outreach services**-total of 50.
  
- b. **Number of persons referred to and attaining housing**-We hope to refer 85% of clients to housing and have at least 60% to have attained housing. With a goal of 15 persons referred to and attaining housing.
  
- b. **Number of persons referred to and attaining mental health services**- We hope to refer 95% of clients to mental health services and at least 90% to attain those services. With a goal of 45 persons referred to and attaining mental health services at some point during enrollment.
  
- c. **Number of persons referred to and attaining substance abuse services**- We hope to refer 95% of clients to substance abuse services who are in need of services and at least 50% will attempt to attain those services. With a goal of 38 persons referred to and attaining substance abuse services but these figures will change dependent upon the actual number of enrolled individuals in need of substance abuse services as well as the actual number of individuals enrolled in PATH.

**ATTACHMENT II**

***Projects for Assistance in Transition from Homelessness  
(PATH) Policy and Procedures Manual***

*Developed by:*

*Keenan E. Jones, M.A.*

*Director, Shelter Plus Care Housing and Supervisor, PATH Programs*

*Mental Hygiene Administration*

*8450 Dorsey Run Road*

*Jessup, MD 20794-1000*

*(410) 724-3238 (Phone)*

*Email: [jonesk@dhhm.state.md.us](mailto:jonesk@dhhm.state.md.us)*

*September 2010*

## **PATH Policy and Procedures**

### **Eligibility Criteria for PATH**

States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands are eligible to apply for grants under the PATH Program. Section 522 of the Public Health Services Act requires states to utilize funding for making grants to political subdivisions of the State, and to nonprofit entities. A State match of not less than \$1 for each \$3 of Federal PATH funds is required. The State can match the funds directly or through donations from public or private, non-Federal contributions.

The State Mental Hygiene Administration will provide federal PATH funds for the following activities eligible under the PATH Program.

- Outreach services
- Screening and diagnostic treatment services
- Habilitation and rehabilitation
- Community mental health services
- Alcohol and drug treatment services for those with co-occurring disorders
- Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where homeless individuals require services
- Case management
- Representative payee services if the individual is receiving aid under Title XVI of the Social Security Act, receiving case management services, and the PATH provider is designated by the Secretary to provide such services.
- Supportive and supervisory services in residential settings
- Referrals for primary health services, job training, educational services, and relevant housing services
- Housing as specified in Section 522 (b) (10) of the Public Health Service Act, including:
  - Minor renovation, expansion, and repair of housing
  - Planning of housing
  - Technical assistance in applying for housing assistance
  - Improving the coordination of housing services
  - Security deposits
  - Cost associated with matching eligible homeless individuals with appropriate housing situations
  - One-time only rental payments to prevent eviction

***PATH Policy and Procedures***

**Eligibility Criteria for PATH**

**Activities which are excluded:**

1. LBHA and other nonprofit agencies requesting funding for housing services specified under Section 522 (b) (10) must offer case management and/or other services to ensure that consumers receive the support to secure and maintain housing.
2. Not more than 20% of the States award may be used for housing services. The State will not allow core service agencies and nonprofit agencies to use more than 20% of their grant award on housing services.
3. No more than \$500 can be used for minor renovations, expansion, and repair of housing of rental units occupied by consumers who are at imminent risk of becoming homeless and have a serious mental illness. Only one award can be made on behalf of a consumer per year. The consumer must have at least a one-year lease for the property being renovated or repaired. Documentation must be provided to the Core Service Agency and must be made available during an audit and/or site visit by the Mental Hygiene Administration.
4. Security deposits payments may only be made for consumers who are homeless and have a serious mental illness, in order to secure permanent housing, i.e. Section 8 or other independent housing. Support must be provided to assist consumer in securing housing by the PATH program and/or other agency.
5. One-time rental payments to prevent eviction may only be used for consumers who have a serious mental illness, are residing in a rental unit, and is at imminent risk of becoming homeless (being evicted within 30 days). Documentation of eviction must be provided and maintained in a consumer file. The consumer must be able to pay subsequent rental payments. One-time only rental payments cannot be used for consumers who own their housing or to prevent foreclosure. Only one payment can be made on behalf of the consumer during the grant period.
6. Rental payments cannot be made to emergency shelters.
7. PATH funds may not be used for utility assistance, to pay turn-off notices, to pay for application fees, or rental assistance other than to prevent an eviction.
8. PATH funds cannot be used for the following activities as well:
  - o To pay for inpatient psychiatric treatment
  - o To pay for inpatient substance and/or alcohol treatment



- To make cash payments to intended recipients of mental health or substance abuse services
  - To pay for leasing space for purposes not supported by the PATH grant.
  - To pay for services prior to or after the grant period awarded for.
9. Not more than 4% of the Federal PATH funds received shall be expended for administrative expenses. These expenses must be approved by MHA at the time of review and approval on the local intended use plan or application.

### ***PATH Policy and Procedures***

#### **PATH Eligibility Definitions**

#### **1. State's Operational Definition of:**

##### **a. Homelessness**

MHA uses the following definition for homelessness. The term "homeless individual" is defined as an individual who lacks a fixed, regular, and adequate night time residence; an individual who has a primary night time residence that is a supervised public or privately operated facility that provides temporary living accommodations, and an individual who is residing in places not designed for, or ordinarily used for a regular sleeping accommodation for human beings such as the streets, tunnels, bridges, etc.

##### **b. Imminent Risk**

"Imminent risk" is defined as those individuals who are being evicted within 30 days who does not have a place to move to; an individual in arrears in rent/utility payments; or an individual who is being released from an institution such as a local detention center and the person lacks housing and necessary supports to obtain housing.

##### **c. Serious Mental Illness**

Persons eligible for the PATH program must be ages 18 or over. Priority is given to those who have been diagnosed with a serious and persistent mental illness as defined by having a DSM IV diagnosis of Schizophrenia, Major Affective Disorders, Bipolar Disorders, Delusional Disorder, Schizotypal and Borderline Personality Disorders, and the disorder is expected to be of long continued and indefinite duration.

##### **d. Co-occurring Serious Mental Illness and Substance Use Disorders**

Individuals are defined as having co-occurring serious mental illness and substance use disorder if the individual is diagnosed with at least one of the diagnosis listed above under serious mental illness and

independently meets the diagnostic criteria for substance use disorder. Substance use is defined as a disease which is characterized by a pattern of pathological use of a drug (or alcohol) with repeated attempts to control

the use, and with significant negative consequences in at least one of the following areas of life: medical, legal, financial or psychosocial.

★ **Special Priorities**

MHA has determined that the priority population for the PATH Program is anyone 18 years of age or older, who are homeless or at risk of homelessness, and have a serious mental illness or a co-occurring substance use disorder. Homeless individuals who have a serious mental illness and are incarcerated in local detention centers also have special priority in areas where the Maryland Community Criminal Justice Treatment Program combines funding in order to expand the scope of services for PATH consumers.

***PATH Policies and Procedures***

**Specific Conditions/Special Considerations**

Conditions of Award are as follows:

Funds may be only used to serve individuals who are

- a. suffering from a serious mental illness; or are suffering from a serious mental illness and from substance abuse; and
- b. homeless or at imminent risk of becoming homeless.

Programs accepting funds cannot:

- a. have a policy of excluding individuals from mental health services due to the existence or suspicion of substance abuse; or
- b. have a policy of excluding individuals from substance abuse services due to the existence or suspicion of mental illness.
- c. use PATH funds for publicity or propaganda purposes or for the preparation, distribution, or use of the information designed to support or defeat legislation pending before the Congress or State legislatures. This include "grass roots" lobbying, which consists of appeals to members of the public suggesting that they contact their elected representatives to indicate their support for or opposition to pending legislation or to urge those representatives to vote in a particular way.
- d. Project funds may be only used for services approved in the Intended Use Plan submitted to MHA.
- e. Any change from the approved PATH Intended Use Plan must be submitted in writing

to the Director of the PATH Program for review.

Submit changes in writing to:

Keenan E. Jones, Director, Shelter Plus Care Housing and PATH Program

Mental Hygiene Administration

8450 Dorsey Run Road

Jessup, MD 20794-1000

Phone: (410) 724-3238

- f. Programs accepting PATH funds must submit to MHA, Division of Special Populations quarterly reports and an Annual Progress Report based on reporting schedule.
- g. Programs accepting PATH funds must maintain consumer records which include an intake form, a service plan, and progress notes.
- h. Programs accepting PATH funds must participate in quarterly PATH meetings held at MHA, Division of Special Populations.
- i. Accounting records must be maintained for these funds and a Financial Status Report must be submitted to MHA quarterly.
- j. Programs accepting PATH funds are subject to an audit by MHA annually or as scheduled.
- k. Programs who fail to comply with the conditions of award may have funding de-obligated and/or become ineligible to apply for future PATH funds.

### ***PATH Policies and Procedures***

#### **Maintaining Records/Client Files**

Core Service Agencies and/or the agency directly providing PATH services must maintain a client file, which includes an intake form, a service plan, and progress notes for all consumers enrolled and served with PATH federal funds. The intake form must contain information to determine eligibility for PATH services, such as living situation and disability and to obtain data needed for quarterly and annual progress report. Please refer to reporting forms for information needed.

For all consumers who are enrolled, the service plan must include the following:

- Goals to obtain community mental health services for the PATH eligible consumer, which includes reviewing the plan not less than once every 3 months.
- Goals that describe how assistance will be provided in obtaining and coordinating social and

maintenance services for the eligible PATH consumer, including services relating to daily living activities, personal planning, transportation, habilitation and rehabilitation services, prevocational and vocational services, and housing.

- Goals that describe how assistance will be provided to PATH eligible consumers in obtaining income, obtaining income support services, including housing assistance, food stamps, and supplemental security income.
- Goals that describe how referrals will be made to other appropriate services.

**An enrolled PATH consumer** is defined as a person who (1) who is homeless or at imminent risk of becoming homeless and has a serious mental illness and/or co-occurring substance use disorder; (2) who receives services supported in some measure with federal PATH funds, and (3) for whom a clinical or other formal record has been prepared, indicating formal enrollment.

### ***PATH Policies and Procedures***

#### **Maintaining Records/Site visits**

Site visits will be conducted annually or as scheduled by MHA and/or the Core Service Agencies. Core Service Agencies are responsible for monitoring providers who directly receive PATH funds. Site visits should be conducted by the Core Services annually on-site. During the site visits the following should be reviewed:

- ✓ Personnel and Staffing, including cultural competency requirements
- ✓ Agency policy and procedures, including compliance with HIPAA
- ✓ Intended Use plans to determine whether PATH eligible services are being provided according to approved application or intended use plan
- ✓ Intake forms, which document consumers eligibility for the program
- ✓ Service plans
- ✓ Progress Notes
- ✓ Fiscal management and records
- ✓ Consumer involvement
- ✓ Consumer interviews, success stories, etc.
- ✓ Training and technical assistance needs

\*\*\* MHA's site visits will include monitoring and reviewing records maintained by the Core Service Agency as well.



**Public Health**  
Prevent. Promote. Protect.  
Wicomico County  
Health Department

# Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Wicomico County Health Department, a unit of the Maryland Department of Health (herein referred to as “Covered Entity”) and City of Salisbury (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and the HIPAA Omnibus Final Rule of 2013 (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW, THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

### I. DEFINITIONS

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean City of Salisbury
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Wicomico County Health Department.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

**II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business

Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

### **III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI**

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted by law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
  - 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
  - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
    - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

- b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
  - c. Is in substantially the same form as **Exhibit A** hereto.
- E. In addition to its obligations in Sections III. A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
  - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - 2. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
  - 3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
  - 4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
  - 5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- F. In the event the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.
- G. In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.
- H. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;



- I. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- J. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- K. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- L. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- M. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.
- N. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

#### **IV. TERM AND TERMINATION**

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

**V. CONSIDERATION**

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

**VI. REMEDIES IN EVENT OF BREACH**

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity

may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

## **VII. MODIFICATION; AMENDMENT**

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

## **VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES**

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

## **IX. COMPLIANCE WITH STATE LAW**

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

## **X. MISCELLANEOUS**

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Agency. The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.
- D. No Private Cause of Action. This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a

result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.

- E. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

**Deborah W. Smith**  
**HIPAA Coordinator**  
**Wicomico County Health Department**  
**108 East Main Street**  
**Salisbury, MD 21801**  
**Phone: (410) 543-6963**

- F. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

- G. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- H. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- I. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- J. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

**COVERED ENTITY:**

By:                     *Lori Brewster*                    

Name: Lori Brewster, MS, APRN/BC, LCADC

Title: Health Officer

Date: 1/30/19

**BUSINESS ASSOCIATE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

**FORM OF NOTIFICATION TO COVERED ENTITY OF  
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Wicomico County Health Department, a unit of the Maryland Department of Health (MDH), and \_\_\_\_\_ (Business Associate).

Business Associate hereby notifies DHMH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

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Date of the breach: \_\_\_\_\_ Date of discovery of the breach: \_\_\_\_\_

Does the breach involve 500 or more individuals? Yes/No    If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: \_\_\_\_\_

Names of individuals affected by the breach:(attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

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Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

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Contact information to ask questions or learn additional information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

ORDINANCE NO. 2531

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE WICOMICO COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$20,934, AND APPROVING A BUDGET AMENDMENT TO THE FY 2019 GRANT FUND TO APPROPRIATE FUNDS TO FOR THE HOUSING FIRST PROGRAM.

WHEREAS, the Wicomico County Health Department (WiCHD) applied for funds from the Substance Abuse and Mental Health Services Administration’s (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH) grant program; and

WHEREAS, the purpose of the grant program is to fund services for people with serious mental illness experiencing homelessness; and

WHEREAS, the SAMHSA has awarded the WiCHD funds through the PATH program; and

WHEREAS, the WiCHD is sub-granting \$20,934.00 to the City of Salisbury; and

WHEREAS, the sub-granted funds shall be used for the City of Salisbury’s Housing First program; and

WHEREAS, the City of Salisbury must enter into a sub-grant agreement with the WiCHD defining how these funds must be expended; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the Council of the City of Salisbury, Maryland, hereby authorizes Mayor Jacob R. Day to enter into a sub-grant agreement with the Wicomico County Health Department for acceptance of these funds.

BE IT FURTHER ORDAINED that the City’s Fiscal Year 2019 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase FY19 PATH Grant Revenue account (10500-XXXXXX-XXXXX) by \$20,934
- 2) Increase FY19 PATH Grant Expense account (10500- XXXXXX-XXXXX) by \$20,934

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

44 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
45 Salisbury held on this \_\_\_\_ day of \_\_\_\_\_ 2019, and thereafter, a statement of the substance  
46 of the Ordinance having been published as required by law, was finally passed by the Council on  
47 the \_\_\_\_ day of \_\_\_\_\_, 2018.  
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50 **ATTEST:**

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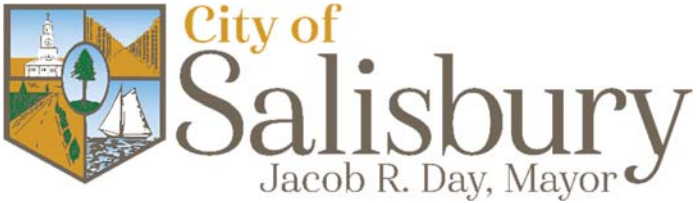
\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

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

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

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





## MEMORANDUM

**To:** The Mayor & City Council  
**From:** Nancy Talbott, Grants Coordinator  
**Subject:** CareFirst Grant for the SWIFT Program  
**Date:** March 8, 2019

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The City of Salisbury has applied for and received funding from the CareFirst Foundation to support the Salisbury Wicomico Firstcare Team (SWIFT) for two years. The award totals \$75,000. These funds will be used to pay for the salary and benefits of the EMS employee assigned to the SWIFT team.

The City of Salisbury received a similar funding from the CareFirst Foundation last year. These prior funds were received via a pass-through grant from the Wicomico County Health Department. This award, which we are receiving directly from the CareFirst Foundation, provides additional money for the SWIFT program.

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

Attachment:

**Maria Harris Tildon**  
Executive Vice President  
Marketing, Communications & External Affairs

**CareFirst BlueCross BlueShield**  
1501 S. Clinton Street, Suite 700  
Baltimore, MD 21224-5744  
Tel. 410-605-2591  
Fax 410-505-2855



January 29, 2019

Mr. John Tull  
Chief of the Department  
City of Salisbury  
125 N. Division Street  
Salisbury, MD 21874

Dear Mr. Tull:

On behalf of CareFirst BlueCross BlueShield, I am pleased to inform you that City of Salisbury has been approved for a contribution in the amount of \$75,000.00. Enclosed is the check for the full amount. This award is in support of the *Salisbury-Wicomico Integrated Firstcare Team (SWIFT)*.

We look forward to working with you and we want to be sure that throughout the course of our partnership your organization is clear about the expectations and accountability for this contribution. The attached Letter of Agreement describes the terms and conditions under which the contribution is being made and all other pertinent information regarding your award.

As you know, CareFirst is committed to providing leadership in assessing and addressing a range of community health issues including healthcare quality, affordability and accessibility. Our support of City of Salisbury furthers our goal of helping to improve the health of our members and the communities we serve.

Again, congratulations on receiving this contribution from CareFirst BlueCross BlueShield.

Sincerely,

Maria Harris Tildon

CareFirst BlueCross BlueShield  
10455 Mill Run Circle  
Owings Mills, MD 21117-5559  
[www.carefirst.com](http://www.carefirst.com)



December 27, 2018

CITY OF SALISBURY  
125 N DIVISION ST  
SALISBURY, MD 21801-4940

VND10018 (7/16)

CareFirst BlueCross BlueShield is the business name of CareFirst of Maryland, Inc. which is an independent licensee of the Blue Cross and Blue Shield Association.  
© Registered trademark of the Blue Cross and Blue Shield Association. ® Registered trademark of CareFirst of Maryland, Inc.

VCH0000-9S 1/11

THE FACE OF THIS CHECK HAS A BURGUNDY AND BLUE BACKGROUND ON WHITE PAPER AND REQUIRES TWO (2) SIGNATURES

Check Number



10455 Mill Run Circle  
Owings Mills, MD 21117-5559

5101290821

5101225680

CareFirst BlueCross BlueShield is the business name of CareFirst of Maryland, Inc. and is an independent licensee of the Blue Cross and Blue Shield Association.  
\* Registered trademark of the Blue Cross and Blue Shield Association.  
• Registered trademark of CareFirst of Maryland, Inc.

MO	DAY	YR
12	27	2018

64-79  
611

**PAY TO THE ORDER OF:**  
CITY OF SALISBURY

AMOUNT

\$ \*\*\*\*\*75000.00

ID Number 2822

EXACTLY SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS

**SUNTRUST**

\*\* Not Valid Over \$75,000 \*\*

Not Valid After 6 Months

*Dr. Mark Chamy*  
*B. D. F...*

⑈ 5 1 0 1 2 9 0 8 2 1 ⑈ ⑆ 0 6 1 1 0 0 7 9 0 ⑆ 8 8 0 0 5 1 1 6 5 4 ⑈

Invoice Date	Invoice #	Invoice Amount	Discount Taken	Amount Paid	Description
12/19/2018	SWIFT 1/2	75000	0	\$75000.00	



CareFirst BlueCross BlueShield is making a contribution to your charitable organization. As you are probably aware, we must obtain a receipt in order to deduct any such contributions. Please access the portal via the following link to upload all requirements:

[https://www.grantrequest.com/SID\\_843?SA=AM](https://www.grantrequest.com/SID_843?SA=AM)

If your organization has its own receipt that meets current IRS requirements, please feel free to submit that instead. Thank you for your attention to this matter. If you have any questions, please contact: Jennifer Lew, Sr. Grants Program Associate at 410.528.7137 or [jennifer.lew@carefirst.com](mailto:jennifer.lew@carefirst.com).

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**RECEIPT FOR CHARITABLE CONTRIBUTION**

Organization Name: City of Salisbury

Address: 125 N. Division Street  
Salisbury, MD 21874

Re: Salisbury-Wicomico Integrated Firstcare Team (SWIFT)

Date Received: \_\_\_\_\_

Amount received from CareFirst BlueCross BlueShield: \$75,000.00

Value of goods/services provided to CareFirst BlueCross BlueShield: \$

Net = Charitable Contribution: \$

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed name: \_\_\_\_\_



## Letter of Agreement

This letter describes the terms and conditions under which CareFirst BlueCross BlueShield (CareFirst) is willing to provide City of Salisbury a grant.

- **Purpose and Date of the Grant**

This contribution is made to support the Salisbury-Wicomico Integrated Firstcare Team (SWIFT).

Grant period: 7/1/2018 - 6/30/2020

- **Payments**

CareFirst will distribute the grant of \$75,000.00 as follows:

**\$75,000.00 – January 2019**

**Payments are released based on goals achieved and rate of program expenditures (See Progress and Reporting of Goals and Expenditures below)**

CareFirst is providing the grant disbursements only for the activities and expenses described in your organization's grant proposal. City of Salisbury agrees to use only the disbursements for the purposes described in the proposal. City of Salisbury further agrees not to use any of the grant funds to attempt to influence legislation or participate in any political activity or campaign.

CareFirst reserves the right to withhold any and all grant disbursements and request reimbursement if grant goals are not progressing or have not been achieved.

City of Salisbury agrees to return to CareFirst any unspent grant funds within thirty (30) days of the end of the grant.

City of Salisbury agrees that it will not obtain any funding from any other health insurance carrier for the same activities and expenses described in your organization's grant proposal without first notifying CareFirst about the other grant or funding opportunity.

- **Progress and Reporting Schedule**

City of Salisbury will submit a mid-grant report to CareFirst documenting the program measures as outlined in the grant. A final report will be required at the conclusion of the grant highlighting the challenges and successes, along with a summary of the program outcomes:

- By the end of each fiscal year (FY20, FY21, FY22), continue to reduce the total number of annual, non-emergency SFD transports by enrolled patients by 20% each year. This will equate to a reduction of 330 calls per year with the associated reduction in ED visits.
- By the end of the three-year program, a reduction of at least 1800 unnecessary ED visits.
- By the end of the three-year program to have enrolled at least a minimum of 210 patients.
- By the end of the three-year period, to secure alternative funding sources for long term operations.

Reporting requirements are due on a semi-annual schedule based on the grant period as listed above. First report due: 6/30/2019; Final report and budget due: 7/31/2020 (reporting templates attached).

- **Audits**

Upon reasonable notice, CareFirst may audit City of Salisbury's books and records during the grant period and for a year after the grant ends to confirm that the grant funds have been used only for the purposes described in the grant.

- **Public Relations**

The project you are embarking on is important to both our organizations. Publicizing your program is mutually beneficial for all concerned. We welcome the opportunity to collaborate on promotional opportunities in support of your program. With this in mind, please let us know how you might highlight this contribution:

- Brochures, reports
- Check presentation event
- Newsletters
- Press release (Please contact CareFirst before issuing)
- Social Media, i.e. Facebook, Twitter, blogs
- Website
- Other: \_\_\_\_\_

- **Brand Use**

City of Salisbury acknowledges that the use of the Cross and Shield and other of CareFirst's names, marks, logos, colors and copyrights ("Brands") is subject to the terms of a license agreement with the Blue Cross and Blue Shield Association and the rules and regulations which govern the use of the Brands.

City of Salisbury agrees that it will not make any unauthorized use of the Brands unless any such use is expressly granted by CareFirst, and agrees to comply with all rules and regulations in any use thereof. Further, City of Salisbury acknowledges that any Brands

used or displayed pursuant to this Agreement shall be and remain the property of CareFirst. Any use of the Brands, once granted, shall be non-exclusive, royalty-free, non-transferable and subject to CareFirst's prior written approval.

The use of the CareFirst brand must be approved before production. CareFirst must be made aware of the addition of other supporters and their brands before their placement is added to any printed item that will feature the CareFirst brand.

- **Termination of Grant**

CareFirst may terminate the grant if it determines that City of Salisbury has made any misrepresentations in its grant proposal, has misappropriated any grant funds, or has done anything inconsistent with the terms of the letter.

Please indicate your organization's acceptance to the above terms and conditions by having the enclosed copy of this letter signed by the Executive Director of your organization. Additionally, a receipt form which is included with this agreement needs to be completed and returned to our office. Please access the portal via the following link to upload all requirements:

[https://www.grantrequest.com/SID\\_843?SA=AM](https://www.grantrequest.com/SID_843?SA=AM)

If you have any questions regarding the agreement terms, please contact Hosanna Asfaw-Means, Grants Program Manager at (410) 528-7086, [hosanna.asfaw-means@carefirst.com](mailto:hosanna.asfaw-means@carefirst.com). Any questions pertaining to the portal, please contact Jennifer Lew, Sr. Grants Program Associate at (410) 528-7137, [jennifer.lew@carefirst.com](mailto:jennifer.lew@carefirst.com).

I accept the conditions of this grant as outlined in the above letter:

City of Salisbury

---

Signature of Executive Director

---

Printed Name

---

Date





CareFirst Commitment  
Grantee Progress Report  
Narrative Report

\_\_\_\_\_ FINAL REPORT

\_\_\_\_\_ INTERIM REPORT

Organization name

Program name

Grant period

Period covered by this report (start/finish)

Person responsible for this report/phone and email

Date submitted

**GRANT PURPOSE**

State the grant purpose from your application.

**EXECUTIVE SUMMARY**

In a paragraph, provide an overview of the program’s progress. Summarize and explain the significance of the key accomplishments detailed in this report. Address whether the program is proceeding to your satisfaction and is on track to achieve its goals for the community and/or your organization.

**STRATEGIES AND ACTIVITIES**

List the strategies that were stated in your application’s program design and, in one or two sentences for each strategy, concisely describe the major activities associated with each strategy that have been accomplished during this grant. Clearly identify activities that occurred during this reporting period as well as activities that were reported previously (if applicable).

**OUTCOMES AND PROGRAM PERFORMANCE MEASURES**

Report the progress to date toward the performance targets and program impact you included in your application. Please identify the key reporting metrics you identified as part of your MOU. Use the format you prefer, providing it includes actual-to-target data in a concise form. (An example is provided.) Feel free to attach supplemental information.

Measure	Target	Baseline	This reporting period	Cumulative (grant to-date)
<i>Examples:</i>				
<i>Women enrolled in Center program each year</i>	230	0	25	100
<i>Percentage of women at Center receiving prenatal care in first trimester</i>	85%	50%	75%	65%
<i>Percentage of babies born ≥2500 grams</i>	90%	70%	85%	80%

**CHALLENGES AND SIGNIFICANT CHANGES**

If the program has encountered any significant challenges, describe them and how they have affected progress. Describe any variances from the program as proposed and explain how they affect the success of this program. Do you expect the planned results will be achieved during the grant period? If no, explain.

**FINANCIAL SUSTAINABILITY PLANS *(For Final Reports)***

If this program is intended to continue after the conclusion of this grant, describe how it will be sustained.

**LESSONS LEARNED *(For Final Reports)***

Describe any valuable lessons learned that would have affected your program design or will influence how you address this issue or conduct this program in the future.

**EVIDENCE OF IMPACT**

Share your stories or client testimonies which demonstrate evidence of impact for this program.

If you have any questions regarding the agreement terms, please contact Hosanna Asfaw-Means, Grants Program Manager at (410) 528-7086, [hosanna.asfaw-means@carefirst.com](mailto:hosanna.asfaw-means@carefirst.com).

Any questions pertaining to the portal, please contact Jennifer Lew, Sr. Grants Program Associate at (410) 528-7137, [jennifer.lew@carefirst.com](mailto:jennifer.lew@carefirst.com).

Please access the portal via the following link to upload all reporting requirements:

[https://www.grantrequest.com/SID\\_843?SA=AM](https://www.grantrequest.com/SID_843?SA=AM)

**CareFirst Commitment  
Budget Report**

FINAL REPORT

INTERIM REPORT

Use this form or an Excel spreadsheet generated from your system to address each item.

Organization name

Program name

Person responsible for this report/phone and email

Date submitted

Period covered by this report (start/finish)

**1. Budget and cumulative expenses**

Budget Line Item	Original Approved Budget	Revised Budget (if applicable)	Actual Cumulative Expenditure	Balance (Overruns)
<b>TOTAL</b>				

→If this is a final budget report, any Total Balance remaining must be discussed with your CareFirst program officer.

**2. Funding sources**

Funding Source	Amount Reported or Projected in Approved Budget	Actual Amount	Comment

**3. Budget overrun: COMPLETE FOR FINAL REPORTS ONLY**

Explain all budget-to-actual variances that exceed 10%.

Budget Line Item <i>(State item exactly as it appears in your response to Question 1.)</i>	Amount of overrun	Explanation

Name and title of authorized signer

Signature and date

\_\_\_\_\_

\_\_\_\_\_

ORDINANCE NO. 2532

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CAREFIRST FOUNDATION FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$75,000 AND APPROVING A BUDGET AMENDMENT TO THE FY 2019 GRANT FUND TO APPROPRIATE FUNDS FOR THE SALISBURY-WICOMICO INTEGRATED FIRSTCARE TEAM.

WHEREAS, the City of Salisbury applied for and received funds through the CareFirst Foundation's Grant Program; and

WHEREAS, the purpose of the grant program is to provide leadership in assessing and addressing a range of community health issues including healthcare quality, affordability and accessibility; and

WHEREAS, the City of Salisbury will use these granted funds to operate the Salisbury-Wicomico Firstcare Team (SWIFT); and

WHEREAS, the City of Salisbury must enter into a grant agreement with the CareFirst Foundation defining how these funds must be expended; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the Council of the City of Salisbury, Maryland, hereby authorizes Mayor Jacob R. Day to enter into a grant agreement with the CareFirst Foundation for acceptance of these funds.

BE IT FURTHER ORDAINED that the City's Fiscal Year 2019 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase FY19 CareFirst SWIFT grant revenue account (10500-427901-XXXXXX) by \$75,000
- 2) Increase SWIFT Salaries – Non-Clerical expenditure account (10500-501002-XXXXXX) by \$40,500
- 3) Increase SWIFT FICA expenditure account (10500-502010-XXXXXX) by \$3,098
- 4) Increase SWIFT Health Insurance expenditure account (10500-502020-XXXXXX) by \$14,516
- 5) Increase SWIFT Life Insurance expenditure account (10500-502030-XXXXXX) by \$2
- 6) Increase SWIFT Retirement - LEOPS expenditure account (10500-502041-XXXXXX) by \$13,049

44           7)     Increase SWIFT Worker’s Comp expenditure account (10500-502070-XXXXX) by  
45                     \$3,835  
46

47           BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date  
48 of its final passage.  
49

50           THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
51 Salisbury held on this \_\_\_\_ day of \_\_\_\_\_ 2019, and thereafter, a statement of the  
52 substance of the Ordinance having been published as required by law, was finally passed by the  
53 Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.  
54

55  
56 **ATTEST:**  
57

58  
59 \_\_\_\_\_  
60 Kimberly R. Nichols, City Clerk

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

61  
62  
63 APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2019.  
64  
65

66  
67 \_\_\_\_\_  
68 Jacob R. Day, Mayor  
69