



CITY OF SALISBURY CITY COUNCIL AGENDA

JUNE 8, 2020

6:00 p.m.

ZOOM MEETING

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. SILENT MEDITATION
- 6:03 p.m. PROCLAMATION- LGBTQ Pride Month – presented by City Administrator Julia Glanz **
- 6:04 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:05 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols
- **May 18, 2020** Work Session Minutes
 - **May 22, 2020** Special Meeting Minutes
 - **May 26, 2020** Council Meeting Minutes
 - **May 26, 2020** Work Session Minutes
 - **Resolution No. 3039**- approving the appointment of Stephen Feliciano to the Human Rights Advisory Committee for the term ending May 2024
- 6:08 p.m. AWARD OF BIDS – Procurement Director Jennifer Miller
- Declaration of Surplus, Aquatic Harvester
 - Declaration of Surplus, Various SPD items
 - Declaration of Surplus, SFD Turnout Gear
- 6:15 p.m. SOUTH DIVISION STREET- S. DIV. St. CONDO ANNEXATION RESOLUTIONS – City Administrator Julia Glanz
- **Resolution No. 3033**- proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the southeasterly corporate limit of the City of Salisbury to be known as the “South Division Street-S. Div. St. Condo Annexation” beginning for the same at a point on the existing corporate limit, said point lying on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium continuing around the perimeter of the affected property to the point of beginning, containing all of Map 048-Parcel 0217 and consisting of approximately 3.03 acres of land
 - **Resolution No. 3034**- to adopt an annexation plan for a certain area of land contiguous to and binding upon the southeasterly corporate limit of the City of Salisbury to be known as the “South Division Street-S. Div. St. Condo Annexation”

beginning for the same at a point on the existing corporate limit, said point lying on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium continuing around the perimeter of the affected property to the point of beginning, containing all of Map 048-Parcel 0217 and consisting of approximately 3.03 acres of land

6:25 p.m. RESOLUTION – City Administrator Julia Glanz

- **Resolution No. 3040**- transitioning sixty nine thousand eight hundred eighty eight dollars (\$69,888.00) from the Revolving Loan Fund to a micro-grant program to aid small businesses in the wake of the COVID-19 pandemic

6:30 p.m. FY21 BUDGET ORDINANCES – City Attorney Mark Tilghman

- **Ordinance No. 2593**- 2nd reading- appropriating the necessary funds for the operation of the Government and Administration of the City of Salisbury, Maryland for the period July 1, 2020 to June 30, 2021, establishing the levy for the General Fund for the same fiscal period and establishing the appropriation for the Water and Sewer, Parking Authority, City Marina, and Storm Water Funds
- **Ordinance No. 2594**- 2nd reading- to establish that there is no rate change for Water and Sewer rates. It is effective for all bills dated October 1, 2020 and thereafter unless and until subsequently revised or changed.
- **Ordinance No. 2595**- 2nd reading- to set fees for FY2021 and thereafter unless and until subsequently revised or changed **

6:45 p.m. ORDINANCES – City Attorney Mark Tilghman

- **Ordinance No. 2596**- 2nd reading- approving an amendment of the City's Capital Project Fund budget fund to provide additional funding for the Zoo Administration office space project
- **Ordinance No. 2597**- 2nd reading- approving a budget amendment of the FY2020 General Fund to appropriate funds for building improvements for the Government Office Building
- **Ordinance No. 2598**- 2nd reading- to amend the Salisbury Municipal Code by adding Chapter 3.24 concerning a public safety officer real property tax credit
- **Ordinance No. 2600**- 2nd reading- approving a Budget Amendment of the FY2020 General Fund to appropriate funds for Frontline Worker Stipend
- **Ordinance No. 2601**- 1st reading - approving a budget amendment of the FY2020 General Fund to appropriate funds for Attorney Fees
- **Ordinance No. 2602**- 1st reading- approving an amendment of the City's Water Sewer Capital Project Fund Budget to reallocate funding for the Gordy Road Water Main Extension Project

7:00 p.m. PUBLIC COMMENTS

7:05 p.m. ADJOURNMENT (following adjournment, Council will convene in Closed Session)

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

NEXT COUNCIL MEETING – JUNE 22, 2020

- Award of Bids- RFP for the SPD Forensic Audit
- Resolution No. _- approving the Enterprise Zone application for Apartment Smart
- Ordinance No. _2601- 2nd reading - approving a budget amendment of the FY2020 General Fund to appropriate funds for Attorney Fees
- Ordinance No. 2602- 2nd reading- approving an amendment of the City's Water Sewer Capital Project Fund Budget to reallocate funding for the Gordy Road Water Main Extension Project

Join Zoom Meeting

<https://us02web.zoom.us/j/83491093320>

Meeting ID: 834 9109 3320

One tap mobile

+13017158592,,83491093320# US (Germantown)

Call: 1-301-715-8592

Posted 6/4/20

****Revised 6/5/20**

CITY OF SALISBURY
WORK SESSION (VIA ZOOM MEETING)
MAY 18, 2020

Public Officials Present

Council President John “Jack” R. Heath
Council Vice President Muir Boda
Councilwoman Michele Gregory

Mayor Jacob R. Day
Councilwoman Angela M. Blake
Councilwoman April Jackson

In Attendance

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Department of Infrastructure and Development (DID) Director Amanda Pollack, Transportation Project Specialist Will White, Field Operations Deputy Director- Service Ben Baker, Procurement Director Jennifer Miller, Grants Manager Deborah Stam, Fire Chief John Tull, City Attorney Mark Tilghman, City Clerk Kim Nichols, and interested City employees and citizens

On May18, 2020 Salisbury City Council convened in a Work Session at 5:03 p.m via a Zoom Meeting following the adjournment of the Special Meeting, which began at 4:30 p.m. The following is a synopsis of the topics discussed:

Budget Amendment for GOB repairs/upgrades

Procurement Director Jennifer Miller presented the budget amendment for \$55,000 for safety work to be done in the Government Office Building (GOB) consisting of relocating three large transformers from the building’s basement to an outside location and installing a disconnect switch near the transformers. Delmarva Power and Light would cover the cost of the new transformers and the installation, and the County and City would bear the cost of connecting the new transformers to the building. The estimate for the work was \$110,000, which included the pricing proposal of \$98,800 and \$11,200 in contingency, and the cost would be shared evenly between the City and the County.

Council reached unanimous consensus to advance the budget amendment to legislative agenda.

Ordinance to reallocate funds from the City’s Capital Project Fund to provide additional money for the Zoo Administration Office project

Deputy City Administrator presented the ordinance to amend the City’s Capital Project Fund budget account to provide additional funding for the Zoo’s administrative office/trailer project. The initial request was \$180,000.00 wherein, \$100,000.00 was included in the FY’20 budget. After numerous reviews of the project, it was determined that the project could be completed for less by using in-house resources and reallocating bond interest proceeds in the amount of \$40,000.00.

Council reached unanimous consensus to advance to legislative agenda.

CDBG - Revisions to the City's Citizen Participation Plan

Grants Manager Deborah Stam reported on the revised/updated Citizen Participation Plan for the Community Development Block Grant Entitlement Program to include allowing for alternate/virtual public hearing procedures and expedited public comment period during emergencies and disasters. This was in response to the COVID-19 pandemic.

Council reached unanimous consensus to advance the resolution to approve the amended Citizen Participation Plan.

Ordinance- Public Safety Tax Credit

City Administrator Julia Glanz reported on the ordinance to amend the Salisbury Municipal Code by adding a new section concerning a Public Safety Real Property Tax Credit. The new section would establish a tax credit program to provide public safety officials who reside within the municipal limits of the City of Salisbury with an annual reduction on their real property tax bills. The tax credit may be granted in an amount of up to \$2,500 per dwelling, but not to exceed the amount of the real property tax. In order to qualify, public safety officials must use the city property as their principal residence, be a full-time member of the Fire/Police Department, or serve as an active Fire Department volunteer.

Fire Chief John Tull added the tax credit would recognize first responders who provide an invaluable service to the citizens and community, and to help with recruitment and retention efforts by providing an incentive to live in the City they serve.

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

Vision Zero Action Plan presentation

DID Director Amanda Pollack reported that the Vision Zero Action Plan was initially presented to Council in April 2019 when Resolution No. 2934 was adopted and DID was charged with developing and adopting a Vision Zero Action Plan plan by July 1, 2020.

Transportation Project Specialist Will White presented the PowerPoint (attached and included as part of the minutes) on Vision Zero, which prioritizes system-wide safety over speed to maintain the safety of pedestrians and cyclists, who are the most vulnerable street users. He reported the program recognized that all traffic deaths were preventable and that humans made mistakes, and street design should restrict the severity of accidents to prevent death.

Mr. White said that DID assembled the Action Plan over the past year with input from other City Departments, agencies, and stakeholders to guide City Transportation staff in project planning and execution, and the Plan was meant to guide Capital Programming and Budgetary priorities.

After Mr. White presented the Vision Zero Action Plan PowerPoint, Council reached unanimous consensus to advance the resolution to adopt the FY2021-2025 Vision Zero Action Plan.

Ordinance for rent increase freeze during an emergency

Ms. Glanz reported that Governor Larry Hogan declared a state of emergency due to COVID-19 on March 5, 2020, and 36.5 million Americans had already filed for unemployment. Many residents in the City of Salisbury were unable to pay their rent and other bills. The industries hardest hit by the pandemic included transportation, professional services, retail, health care, education, and arts and entertainment. In Salisbury, those industries made up approximately 69 percent of the work force. She explained the goal was to keep families in their homes, and the proposed ordinance would bar rental increases during the State of Emergency, and for 90 days after it was lifted. The ordinance would require landlords to notify tenants to disregard a previous notice of rent increase during the time frame. Late fees would be prohibited if the tenant made a nonpayment or late payment. Also, landlords shall offer payment plans to tenants for payment of rental fees for no less than one year after the expiration of the State of Emergency.

Mr. Boda supported the legislation and asked about it applying to other emergencies such as snowstorms. Mayor Day said that as it was written it would apply to snowstorms which only impact the community for about a week. Ms. Jackson asked the public to communicate with their landlords and to pay their bills if they were able. Ms. Blake thought the legislation was clear and would help the most vulnerable during this emergency. Ms. Gregory said that all people deserved a home and should not be homeless due to things out of their control. President Heath reported receiving calls from tenants and realtors regarding some landlords attempting to benefit from the pandemic.

Four members of the public provided the following comments on the proposed legislation:

1. Sent Mayor Day language from Anne Arundel County. People must be motivated to change their behavior. If late fees are removed, people will not communicate with their landlords. Leave it alone and landlords will work out payment plans and work with their tenants. Forcing landlords to provide payment plans for 12 months after the State of Emergency is lifted is not productive.
2. Concerned with how the payment plans would be addressed in a court of law. Tenant could not be evicted for a year. This should be thought out as delinquent tenants would always be delinquent. Many landlords are single family landlords with their entire income from rent payments for paying mortgages, etc.
3. Some landlords did not know the law and the majority of them are decent people. Requested the adjective “unscrupulous” be removed from the legislation. She works with payment plans all the time and without the courts some would be unable to get assistance. She said everyone was in this together, and requested bringing landlords to the table to create language everyone could live with.
4. Keep the language in the legislation strong and do not weaken it, as renters were struggling.

Council reached unanimous consensus to support the legislation.

Council comments

Mr. Boda remarked on the imbalance and what they did had to be strong. Support your local restaurants.

Ms. Jackson said everyone was going through something, and they needed to do what was right for others. Pay your bills.

122
123 Ms. Blake said the legislation was good.
124
125 Ms. Gregory wanted everyone to stay safe, use masks and support their local businesses.
126
127 Mayor Day thanked Council for sharing their perspective. Said it was a moral obligation to pass and
128 defend the legislation. He thought the language was written appropriately, and said this was not an
129 indictment on people in the industry as a whole.
130
131 President Heath echoed what the Mayor said. The blood bank still needed blood, wear your masks
132 and social distance.
133
134 **Adjournment**
135
136 With no further business to discuss, the Work Session adjourned at 6:38 p.m.
137
138 _____
139 City Clerk
140
141 _____
142 Council President

CITY OF SALISBURY, MARYLAND

SPECIAL MEETING via ZOOM

MAY 22, 2020

PUBLIC OFFICIALS PRESENT

*Council President John “Jack” R. Heath
Council Vice-President Muir Boda
Councilwoman Michele Gregory*

*Mayor Jacob R. Day
Councilwoman Angela M. Blake
Councilwoman April Jackson*

IN ATTENDANCE

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

The City Council convened in a Special Meeting via Zoom on May 22, 2020. Vice-President Boda called the meeting to order at 6:00 p.m. followed by a moment of silent meditation.

ADOPTION OF LEGISLATIVE AGENDA

Ms. Jackson moved, Mr. Heath seconded and the vote was unanimous to approve the Special Meeting agenda as presented.

ORDINANCE – presented by City Attorney Mark Tilghman

Ordinance No. 2599- 1st reading- to amend Chapter 15.26 Rental Of Residential Premises of the Salisbury City Code by adding Subsection 15.26.035 Rent Increases Barred During States Of Emergency and authorizing the Mayor to issue such executive orders as are necessary to protect tenants from abuse

Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve Ordinance No. 2599 for first reading.

After voting on Ordinance No 2599 for first reading, Council and Mayor Day had further discussion of the legislation. Mayor Day said the tenants were obligated to their full contract they entered into. At the end of their leases, if landlords choose not to renew, then they do not have to. Once a person has stayed with an expired lease, it would allow them to be notified of their rights.

Mr. Boda discussed Line 99 at the last part of the sentence. He thought they could find more inclusive language than the term between now and second reading. He also implored everyone to communicate with their electric company, mortgage and other lenders if they could not pay.

Ms. Gregory asked if the word “unscrupulous” in the ordinance could be replaced with “dishonest” or “immoral.”

47 *Ms. Jackson encouraged renters to pay their rent if they had the money. If not, communicate with*
48 *your landlord. She asked the citizens to do what was right.*

49
50 *The following public comments were received by four members of the public:*

- 51
52 1. *We are all human and the world is difficult right now. If we are going to be the kind*
53 *community we strive to be, we need to come together. Was not aware there were*
54 *problems with landlords. We need to keep people in their houses to be safe.*
55 2. *Works for a local landlord with rentals and appreciates what was in the ordinance. They*
56 *are working with all of the ones who needs it. Has not seen the language in the ordinance*
57 *that they must prove they were being impacted by COVID-19. She and other landlords*
58 *she knows are not seeking to remove anyone from their home.*
59 3. *Speaker spoke on behalf of the Coastal Board of Realtor to represent owners. As Mayor*
60 *Day discussed, if you have a contract action could still be taken against tenants if the*
61 *landlord attempts to work with the tenant and the tenant will not work. If a tenant does*
62 *not follow through with a payment plan, they need to know it is unacceptable.*
63 4. *Who will enforce the legislation? Who will handle deciding who is right and who is*
64 *wrong?*

65
66 *Vice-President Boda asked everyone to support local restaurants and businesses.*

67
68 *With no further business to discuss, the Special Meeting adjourned at 6:35 p.m.*

69 _____
70 *City Clerk*

71 _____
72 *Council President*

CITY OF SALISBURY, MARYLAND

REGULAR MEETING

MAY 26, 2020

PUBLIC OFFICIALS PRESENT

*President John “Jack” R. Heath
Council Vice-President Muir Boda
Councilwoman Michele Gregory*

*Mayor Jacob R. Day
Councilwoman Angela M. Blake
Councilwoman April Jackson*

IN ATTENDANCE

*City Administrator Julia Glanz, City Clerk Kimberly Nichols, City Attorney Mark Tilghman,
other City staff and interested citizens.*

CITY INVOCATION – PLEDGE OF ALLEGIANCE

*The City Council met in regular session at 6:00 p.m. via a Zoom Meeting. Council Vice-
President Muir Boda called the meeting to order followed by a moment of silent meditation.*

ADOPTION OF LEGISLATIVE AGENDA

*President Heath moved, Ms. Jackson seconded, and the vote was unanimous to approve the
legislative agenda as presented.*

CONSENT AGENDA – presented by City Clerk Kimberly Nichols

*The Consent Agenda consisting of the following items was unanimously approved on a motion
and seconded by Ms. Jackson and Ms. Gregory, respectively:*

- **May 11, 2020 Legislative Session Minutes**
- **May 18, 2020 Special Meeting Minutes**
- **Resolution No. 3035**- approving the appointment of Matt Drew to the Bicycle & Pedestrian Advisory Committee for the term ending May 2023

*Mr. Drew was a participant in the Zoom Meeting, and Vice-President Boda thanked him for his
long time service to the City and for recently volunteering to serve on the Bicycle & Pedestrian
Advisory Committee*

PROCLAMATION – SCOTT ALLEN KOLB DAY – presented by Mayor Jacob R. Day

*Mayor Day presented the proclamation to proclaim May 26, 2020 as Scott Allen Kolb Day in
recognition and celebration of his 28 years of dedicated service to the community as a Career
Police Officer, with gratitude and appreciation for his passion for seeking justice for victims and
working to solve seemingly unsolvable and complex crimes during the almost 14 of 28 years he
served in the Criminal Investigation Division, and with sincere best wishes on behalf of Salisbury
City Staff and Citizens for an enjoyable and well-deserved retirement!*

Major Scott Kolb remarked it was an honor and privilege to serve with some of the finest men and women in law enforcement for the past 28 years, and said he could not have done that without the support of his family. He thanked his family and the City of Salisbury.

Police Chief Barbara Duncan commented that Major Kolb was an exceptional person who confronted wrongdoing and sought justice for everyone. His 28 years of service to his fellow officers and the City of Salisbury was a study in professionalism and dedication. She told Major Kolb that he inspired her to keep the faith and remain passionate about policing. Chief Duncan thanked him for his mentorship, friendship and service as a police officer and congratulated him on his well-deserved retirement.

Colonel Dave Meienschein told Major Kolb it had been a pleasure working with him. Officer Brandon Caton congratulated him and said he would be missed.

Vice-President Muir thanked Major Kolb on behalf of the City Council and the community.

AWARD OF BIDS – presented by Procurement Director Jennifer Miller

The Award of Bids, consisting of the following item, was unanimously approved on a motion by Ms. Jackson that was seconded by Ms. Gregory:

- Change Order #3, ITB 19-120, Newton Street Community Center Remodel \$27,360.69

RESOLUTIONS – presented by City Administrator Julia Glanz

- **Resolution No. 3036-** for the purpose of accepting the offer from Rinnier Development Company for the purchase of surplus real property located at 1141 South Division Street

Ms. Jackson moved and Mr. Heath seconded to approve Resolution No. 3036.

Ms. Gregory motioned to amend Resolution No. 3036 by the following:

Lines 4, 30 and 31, 38, and 42 and 43 – strike “Rinnier Development Co.” and insert “OT 2000, LLC”

Ms. Jackson seconded, and the vote was unanimous to approve Resolution No. 3036 as amended.

- **Resolution No. 3037-** approving and adopting the fy2021-2025 Vision Zero Action Plan

Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve Resolution No. 3037.

- **Resolution No. 3038-** to approve the amended Citizen Participation Plan for the Community Development Block Grant (CDBG) Entitlement Program

Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve Resolution No. 3038.

ORDINANCES – presented by City Attorney Mark Tilghman

- **Ordinance No. 2592**- 2nd reading- approving an amendment of the FY 2020 General Fund Budget to appropriate funds needed to cover the shortfall in the November 2019 Elections Budget

Ms. Jackson moved, Mr. Heath seconded, and the vote was unanimous to approve Ordinance No. 2592 for second reading.

Ms. Blake commented that she wanted to send the County Council a letter asking for an adjustment.

- **Ordinance No. 2596**- 1st reading- approving an amendment of the City's Capital Project Fund Budget fund to provide additional funding for the Zoo Administration Office Space Project

Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance No. 2596 for first reading.

- **Ordinance No. 2597**- 1st reading- approving a budget amendment of the FY2020 General Fund to appropriate funds for building improvements for the Government Office Building

Mr. Heath moved, Ms. Blake seconded, and the vote was unanimous to approve Ordinance No. 2597 for first reading.

- **Ordinance No. 2598**- 1st reading- to amend the Salisbury Municipal Code by adding Chapter 3.24 concerning a public safety officer real property tax credit

Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance No. 2598 for first reading.

PUBLIC COMMENTS

One member of the public provided the following comments:

- He supported Vision Zero and the City needed to collaborate with the County on it.

ADJOURNMENT

With no further business to discuss, the Legislative Session adjourned at 6:50 p.m. Council immediately convened in the Special Work Session via Zoom.

City Clerk

Council President

CITY OF SALISBURY
SPECIAL WORK SESSION (VIA ZOOM MEETING)
MAY 26, 2020

Public Officials Present

Council President John “Jack” R. Heath
Council Vice President Muir Boda
Councilwoman Michele Gregory

Mayor Jacob R. Day
Councilwoman Angela M. Blake
Councilwoman April Jackson

In Attendance

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, City Attorney Mark Tilghman, City Clerk Kim Nichols, and interested City employees and citizens

On May 26, 2020 Salisbury City Council convened in the regularly scheduled Legislative Session at 6:00 p.m. via a Zoom Meeting. Following the adjournment of the Legislative Session at 6:50 p.m., Council immediately convene in a Special Work Session. The following is a synopsis of the topic discussed:

COVID-19 Frontline Worker Stipend

City Administrator Julia Glanz presented the request for the COVID-19 Frontline Worker Stipend. Since Governor Hogan declared a state of emergency on March 5, 2020, many City employees have not had the option to work from home due to the nature of their job. These employees have been on the “frontlines” with a greater risk of infection by COVID-19. They also have had limited ability to take leave, required to work overtime and are dealing with much added stress and anxiety. Ms. Glanz said that Administration wished to acknowledge this risk and thank employees with a stipend. Employees out sick, on worker’s compensation, FMLA, or military leave, for a large portion of time since City Offices closed were not eligible for this stipend.

Employees were broken into 2 Tiers:

- Tier 1 (\$750) - work a normal 40-hour work week (at work), interact with the public daily,
- Tier 2 (\$500) – work a normal 40-hour work week (at work), do not interact with the public daily, medium risk

The total amount of increase of surplus for the General Fund is \$151,248.25. The stipend would be paid upon passage of the legislation in one lump sum.

The City would work with the CARES allotment and MEMA to try and get the cost reimbursed.

President Heath indicated it was appropriate to endorse the stipend. The frontline workers showed up without question.

Ms. Jackson approved of the stipend because the frontline workers have put their lives on the line.

Ms. Blake approve of the stipend.

45 Ms. Gregory said she wished they could do more, and the stipend was well-deserved.

46
47 Mr. Boda indicated the stipend was well-deserved, as no value could be placed on the jobs that our
48 frontline workers do.

49
50 Mayor Day reported there were currently a total of (5) COVID-19 positive City employees.

51
52 The consensus was unanimous to advance the legislation to legislative agenda.

53
54 **Council comments**

55
56 Ms. Jackson said to be safe.

57
58 Ms. Blake asked everyone to donate blood if possible.

59
60 Ms. Gregory asked everyone to be kind to their neighbors and look out for each other.

61
62 Mr. Boda asked everyone to be kind and to support local restaurants and businesses.

63
64 **Adjournment**

65
66 With no further business to discuss, the Special Work Session adjourned at 6:58 p.m.

67
68 _____
69 City Clerk

70
71 _____
72 Council President



MEMORANDUM

To: Mayor Jacob Day
From: Julie English, Administrative Assistant
Subject: Appointment to the Human Rights Advisory Committee
Date: June 3, 2020

Mayor Day, the following person has applied for appointment to the Human Rights Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Stephen Feliciano	May 2024

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

Attachments

Kim Nichols

From: Stephen Feliciano <noreplysby@gmail.com>
Sent: Sunday, February 9, 2020 3:50 PM
To: Julie English
Subject: Stephen Feliciano would like to join the Human Rights Advisory Committee.

Name

Stephen Feliciano

Phone

(443) 614-1497

Email

stephenfeliciano68@gmail.com

Address

455 Creekbed Circle
Salisbury, Maryland 21804
[Map It](#)

Where would you like to serve?

Human Rights Advisory Committee

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

In the past 13 years living in the City of Salisbury I have gained enormous insight on what the community has to offer. I received my Associate Degree in Business Management from Wor-Wic Community College. Worked at some great places such as AAA Mid-Atlantic, and Risk Placement Services. I have met some great friends, mentors, and overall generous community members while living in Salisbury. As a spiritual practitioner my intention is now to give back and share what was go generously given to me. I have great motivation to make Salisbury a better place for all that wish to live here. Human rights are alienable rights and it should be afforded to all irregardless of their origins. I want to make a difference and I believe this committee is another stepping stone in my journey of living.

Please upload a copy of your resume.

- [Stephen-resume.pdf](#)

WARNING: This message was sent from an external source. Please verify the source before clicking any links or opening any attachments. NEVER provide account credentials or sensitive data unless the source has been 100% verified as legitimate.

Stephen Feliciano
455 Creekbed Circle
Salisbury, Maryland 21804
Cell: (443) 614-1497
Email: stephenfeliciano68@gmail.com

Objective: *Dedicated professional with bachelor degree in Human Resource Management seeking a position that will allow the use and growth of administrative skills, interpersonal abilities and career advancements.*

Qualifications Summary: *Self-motivated individual with the ability to excel in a fast paced environment. Identifies and pursues opportunities to improve efficiency and maintain complete and accurate documentation. Communicates effectively and maintains overall positive work environment. Proficient in Word, Excel and PowerPoint.*

EXPERIENCE:

05/17-Current **Risk Placement Services**
New Business Underwriter

Salisbury, Md.

- Underwrite, service, and manage assigned accounts
- Maintain clear and concise communications with customers and carrier representatives
- Evaluate all RPS transportation products and devise sales and marketing strategies

07/09-05/17 **AAA Mid-Atlantic**
Insurance Counselor

Salisbury, Md.

- Elevate Member Value through the sales and promotion of AAA insurance products
- Maintain clear communication with customers regarding mutual expectations
- Analyze all AAA insurance products and formulate sales and marketing strategies
- Interview prospective clients to realize their insurance needs and originate professional suggestions
- Evaluate and service present-day insurance policies
- Winner of the 2010 Member First Award

05/08-07/09 **Wilgus Insurance Agency**
Bilingual Customer Service Representative / Insurance Agent

Salisbury, Md.

- Evaluated and serviced insurance policies
- Promoted to Bilingual Insurance Agent
- Attained Property and Casualty designations
- Managed and reconciled company fiduciary account
- Assisted staff in the reception area, answered multi-line telephone system
- Assisted with multi-lingual clients and their accounts

EDUCATION:

09/13 - 08/16 **Wilmington University**

New Castle, De.

- Bachelor of Science Human Resources Management
- Sigma Beta Delta
- Dean's List
- 3.8 GPA
- SHRM Member

09/07 - 05/13 **Wor-Wic Community College**

Salisbury, Md.

- Associate of Applied Science Business Management
- Phi Theta Kappa
- Dean's List
- 3.7 G.P.A

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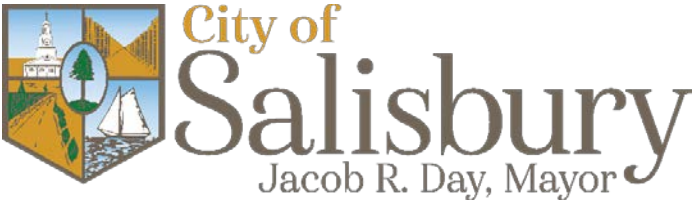
<u>Name</u>	<u>Term Ending</u>
Stephen Feliciano	May 2024

ATTEST:

John R. Heath
PRESIDENT, City Council

_____ day of _____, 2020

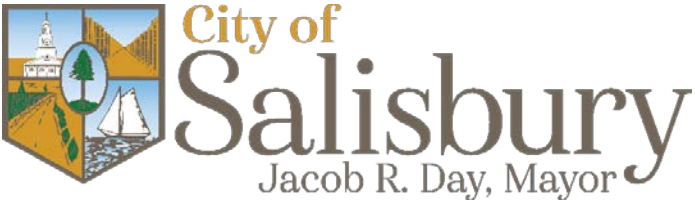
Julia Glanz
City Administrator



COUNCIL AGENDA – Award of Bids

June 8, 2020

1. Declaration of Surplus – Aquatic Harvester
2. Declaration of Surplus – Various SPD items
3. Declaration of Surplus – SFD Turnout Gear



To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: June 8, 2020
Subject: Declaration of Surplus
Aquatic Harvester

In February 2017, the City of Salisbury issued RFP 08-17, on behalf of the Department of Public Works, for the purchase and delivery of an aquatic weed harvester, a supporting transfer conveyor and transport trailer. At a final cost of \$139,463.00, the equipment was delivered in February 2018. Per the attached memo from the Department of Field Operations, this equipment has been found to be unsuitable/and or no longer necessary for the original intended usage. Therefore, the City of Salisbury wishes to declare this item “surplus” so as to sell and recoup maximum cost while the item is in good condition.

The Department of Procurement hereby requests Council’s approval to declare the noted item as surplus and proceed as indicated.



MEMORANDUM

To: Jennifer Miller, Director, Department of Procurement
From: Tom Stevenson, Director, Department of Field Operations
Subject: Surplus Vehicles and Equipment (Aquatic Harvester)
Date: May 14, 2020

Prior to the formation of the Department of Field Operations (DFO) the Department of Public Works purchased an aquatic harvester. It is my understanding that the intended uses were aquatic vegetation management and the collection of floatables on the Wicomico River. Since the harvester was delivered, it has only been in the water one time. That was when the harvester was delivered and the vendor provided the contracted raining.

There are no locations where harvesting might be needed that will accommodate the vessel. For example, before we learned that the City is not responsible for maintaining Tony Tank Pond, the only way to get the harvester into the water would have been to rent a large crane. Further, even if we could get the boat in the water, we weren't sure the conveyor system could reach the offloading area. Additionally, the harvester is not designed to work along the bulkhead at the Riverwalk where floatables often build up, so it's ineffective there as well.

Unfortunately, the acquisition was either not sufficiently studied or the equipment simply does not meet the anticipated expectations. Therefore, the DFO respectfully the aquatic harvester, trailer and shoreline conveyor be surplus.

Charter/Code language provided for convenience:

Surplus, obsolete or unused City property listed on the City's capital assets inventory shall be sold or otherwise disposed of only upon recommendation of the Director of Procurement and after approval of the Council. If saleable, such property shall be sold for the City's account by the Department of Procurement, subject to the applicable provisions of this Article as to competitive bidding; but if not saleable may be abandoned, destroyed or otherwise disposed of.



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

Assuming the items are surplus, the DFO would like to work with your office to determine the best method of sale. Options for marketing the items include but are not limited to; online sale, auction or consignment.

Please let me know if you have questions or require additional information.

C.c. Julia Glanz
Andy Kitzrow
Ben Baker
Justin Green
Bill Sterling





City of Salisbury

Jacob R. Day, Mayor

To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: June 8, 2020
Subject: Declaration of Surplus
Salisbury Police Department – miscellaneous items

The Department of Procurement received a request from the Salisbury Police Department to declare several items “surplus”, which are either outdated or damaged. Where applicable, the City will attempt to sell viable items and dispose of others that have little to no value.

The Department of Procurement hereby requests Council’s approval to declare the noted items as surplus and proceed as warranted by the item and its probable value.



City of Salisbury

Salisbury Police Department

Date: May 19, 2020

To: Jennifer Miller
Director of Procurement

From: Patrick Guyer 1756
Quartermaster

Subject: SURPLUS ITEMS

With Chief Duncan's approval, The Salisbury Police Department is requesting that the items listed below be declared as surplus since they are no longer of any use to the Salisbury Police Department. The below listed items are either outdated, or worn or broken beyond repair, and are no longer needed as they have been replaced with new and/or upgraded items. The items will either be sold at auction if useable, or disposed of.

I request permission to declare, as surplus, the following items:

1. Six (6) Motorola Dispatch consoles (one Computer Tower, one foot pedal, one radio console and one ball style computer mouse, and one monitor each) – replaced with new consoles. These items had an estimated value of \$30,000 each console when purchased.
2. One (1) Hewlett Packard DesignJet 450C Large-format color printer, Serial # SG98F2106C, SPD Inventory tag #001560, City of Sal. Inventory Tag #00884. This item is outdated and unusable, and had an estimated value of \$3,500.00 when purchased.
3. Two (2) Motorola XTL5000 in car radios. These items are outdated, and had an estimated value of \$3,500.00 each when purchased.
4. Six (6) Motorola MCS2000 Car Radios. These items are outdated, and had an estimated value of \$1,900.00 each when purchased.
5. Thirty-five (35) Motorola XTS5000 portable radios. These items are outdated, and had an estimated value of \$1,500.00 each when purchased.
6. Two (2) Motorola Radius P100 Radios with chargers. These items are outdated and unusable, and had an estimated value of \$200.00 each when purchased.
7. Twenty-two (22) Motorola MTS2000 portable radios. These items are outdated, and had an estimated value of \$1,700.00 each when purchased.



899 W. Salisbury Parkway
Salisbury, MD 21801
410-548-3165
www.salisburypd.com





City of Salisbury

Salisbury Police Department

8. Thirty-eight (38) Motorola NAE6483AR Antenna. This item has been replaced by a different model. These items had an estimated value of \$10.00 each when purchased.
9. Sixteen (16) Motorola NTN1172A Battery Chargers. These items are outdated, and had an estimated value of \$50.00 each when purchased.
10. Seventy-one (71) Motorola NAG4000A Antenna. This item has been replaced by a different model. These items had an estimated value of \$10.00 each when purchased.
11. Thirty-eight (38) Motorola PMMN4062A Microphones. These items are damaged, and had an estimated value of \$200.00 each when purchased.
12. Thirty-one (31) Motorola NMN6193C Microphones. These items are damaged, and had an estimated value of \$150.00 each when purchased.
13. Two (2) Motorola WPLN4108BR Impres Adaptive charging stations. These items are broken, and had an estimated value of \$1,500.00 each when purchased.
14. Two (2) Motorola NTN1177A Battery Charging stations. These items are outdated, and had an estimated value of \$900.00 each when purchased.
15. Thirty-one (31) Impres Chargers for portable radios. These items are outdated, and had an estimated value of \$500.00 each when purchased.
16. Three (3) Concept Seating Model 3142 chairs. These items are broken and unusable, and had a value of \$1,300.00 when purchased.
17. Six (6) Federal Signal PA640 Siren with Switchbox. These items are broken and unusable, and had a value of \$500.00 when purchased.
18. Two (2) Federal Signal PA300 Siren with Switchbox. These items are broken and unusable, and had a value of \$400.00 when purchased.
19. One (1) Whelen MBPI06R3 Mirror mounted light for Crown Victoria. This item is broken and unusable, and had a value of \$350.00 when purchased.
20. Ten (10) switches BCN1211B. These items were wired in the ESIC room and are no longer needed. These items had an estimated value of \$100.00 each when purchased.
21. Two (2) 3M 900 Series Overhead Projectors. These items are no longer used, and had an estimated value of \$400.00 each when purchased.
22. One (1) Motorola Speaker HSN4031A. This item is no longer needed. This item had an estimated value of \$400.00 each when purchased.





City of Salisbury

Salisbury Police Department

23. One (1) Motorola Uninterruptible Power Supply (UPS). This item is no longer useful. This item had an estimated value of \$400.00 each when purchased.
24. Three (3) Samsung Flip-Phone SCH-350P. These items are no longer used, and had an estimated value of \$60.00 each when purchased.
25. One (1) Boxlight computer Projector Inventory #000934 and 00673. Outdated item. This item had an estimated value of \$500.00 when purchased.

Respectfully Submitted,

Patrick Guyer 1756
Quartermaster
Administrative Division





City of Salisbury

Jacob R. Day, Mayor


To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: June 8, 2020
Subject: Declaration of Surplus
Salisbury Fire Department – Turnout Gear

The Department of Procurement received a request from the Salisbury Fire Department to declare 21 pieces of turnout gear (10 coats and 11 pairs of pants) as surplus. These items have surpassed their usable life and must be disposed of in accordance with National Fire Protection Association (NFPA) code 1851 so they are not utilized for further service.

The Department of Procurement hereby requests Council's approval to declare the noted items "surplus" and to allow the Salisbury Fire Department to destroy the gear.



MEMORANDUM

To: Jennifer Miller, Director of Procurement
From: John W. Tull, Fire Chief 
Subject: Surplus of Personal Protective Equipment
Date: May 13, 2020

The Fire Department has numerous pieces of personal protective turnout gear that has reached or surpassed their usable life. The following is a list of those items and their associated (new/replacement) costs:

- Turnout Coats: 10 ea. @ \$1,200.00 = \$12,000.00
- Turnout Pants: 11 ea. @ \$ 886.00 = \$ 9,746.00
- Total \$21,746.00

In accordance with NFPA 1851, “*Standard on the Selection, Care, and Maintenance of Protective Structural Fire Fighting and Proximity Fire Fighting – 2014 Edition*”, Section 10.1.2, “Structural firefighting ensembles and ensemble elements shall be retired in accordance with 10.2.1, no more than 10 years from the date the ensembles or ensemble elements were manufactured.” The standard also provides guidance on the proper method of disposing of the retired articles. According to Section 10.2.1, “Retired structural firefighting ensembles and ensemble elements and proximity firefighting ensembles and ensemble elements shall be destroyed or disposed of in a manner ensuring that they will not be used in any firefighting or emergency activities, including live fire training.”

I have directed Deputy Chief Gladwell to remove these items from service and secure them to prevent them from inadvertently being placed in service. I am requesting to have these items declared surplus with the intent to dispose of them in accordance with the NFPA 1851 standard. Should you have need of further information please do not hesitate to call on me.

MEMO

To: Amanda Pollack, Director Infrastructure & Development
From: William T Holland
Date: 6/2/2020
Re: South Division Street – S. Div. St. Condo Annexation

Attached is the annexation package for the 1305 S Division St. annexation, including Resolutions 3033 and 3034. Please have this scheduled for the June 8th City Council Meeting to introduction the Resolutions and set the public hearing date.

KENPO333, LLC

KENPO333, LLC
305A Union Avenue
Salisbury, MD 21801

March 25, 2019
William Holland
125 North Division Street
Salisbury, MD 21801

Dear Mr. Holland,

As the owner of Wicomico County Tax Map 0048, Grid 0008, Parcel 217, which property on the Southeastern quadrant of the Business 13/ South Division Street, we are providing this letter indicating our intent to move forward with the annexation of the aforementioned property due to the need of municipal water and sewer. Currently, the property is served by a septic system which has outlived its useful life and has been determined by the Wicomico Health Department public water and sewer is needed at the site.

Sincerely,

A handwritten signature in black ink, appearing to read 'RM', is written over a horizontal line.

Richard Mitchell
Owner

1305 S. Division Street
Salisbury, MD 21801
Phone: 410-844-4160

BDMK LLC

February 20, 2019

William Holland, Building Official

City of Salisbury

125 North Division Street

Salisbury, Maryland 21801

As the owner of Wicomico County Tax Map 0048, Grid 0008, Parcel 0217, which property is located on the southeast quadrant of Business 13/South Division Street, we are providing this letter indicating our intent to move forward with the annexation of the aforementioned property due to the need of municipal water and sewer. Currently, the property is served by a septic system which has outlived its useful life and has been determined by Wicomico Health Department that public water and sewer is needed at the site.

Sincerely,

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

Bret Davis

Owner

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) #

0217

Map

#

0048

SIGNATURE (S)



Date

3/28/19

Date

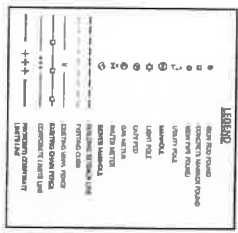


Date

Melody L Mitchell

Date

TAKING THE PULSE
1971



171 LINDSEY DRIVE
DOWNEY, IL
CITY OF 60460
PLAT RD 14713
TAX MAP 01
PAGES: 216



SOUTH DIVISION STREET
8.0' W/14.0' E

MILFORD
STREET[illegible][illegible]



City of
Salisbury
Jacob R. Day, Mayor

September 30, 2019

1305 S. Division Street
Salisbury, Maryland

RE: Annexation Zoning-1305 S. Division Street
Project #19-022
Map 048-Parcel 0217
City of Salisbury, Wicomico County, Maryland

Dear Mr. Davis,

The Salisbury-Wicomico Planning Commission at its May 16, 2019 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,

Henry Eure
Project Manager
Department of Infrastructure & Development
City of Salisbury
125 North Division St., Room 202
Salisbury, MD 21801
410-548-3130



www.salisbury.md



City of
Salisbury
Jacob R. Day, Mayor

**Infrastructure and Development
Staff Report
Planning and Zoning Commission
Meeting of May 16, 2019**

I. BACKGROUND INFORMATION:

Project Name: 1305 S. Division Street

Applicant/Owner (s): KENPO333, LLC-Mr. Richard Mitchell
BDMK, LLC-Mr. Bret Davis

Infrastructure and Development Project No.: 19-022

Nature of Request: Zoning Recommendation for Annexation Request-3.03 Acres

Location of Property: Easterly quadrant of South Division Street and its northerly side
and rear property line is contiguous to the Orchards student
housing development.

Tax Map: 048 Parcel: 0217

A. Introduction.

The City Administration has referred KENPO333, LLC-Mr. Richard Mitchell and BDMK, LLC-Mr. Bret Davis, the owners of 1305 S. Division St, request for the annexation located on the south-east side of Salisbury to the Planning Commission for review and recommendation of an appropriate zoning designation. The property is located on the Easterly quadrant of South Division Street and its northerly side and rear property line is contiguous to the Orchards student housing development and consists of 2.68 acres. **(See Attachments #1 and 2.)**

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.



City of Salisbury

Jacob R. Day, Mayor

B. Area Description.

This annexation area consists of two buildings on one parcel 3.03 acres in size and that is an occupied mixed retail development

ZONING ANALYSIS:

A. Existing Zoning

The annexation area zoned LB-1 Light Business and Institutional. (See Attachment #3.)

B. Proposed Zoning:

The City of Salisbury Planning staff recommends that the property be zoned Commercial, which is consistent with the zoning and land use recommended in the Salisbury Comprehensive Plan adopted in 2010. (See Attachment #4)

C. County Plan.

Wicomico County's Comprehensive Plan was adopted on February 3, 1998. This site is located within the area designated as "Commercial". (See Attachment #5)

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.



City of Salisbury

Jacob R. Day, Mayor

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.

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 "Commercial".
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted its Plan in 2017. The Land Use Map of the County Comprehensive 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. For example, if the current



City of
Salisbury
Jacob R. Day, Mayor

zoning permits 1 unit per acre, the new zoning can be subject to the five-year rule if it permits anything more than 1.5 units per acre. As before, a municipality may obtain a waiver from the county to avoid the five-year wait until the new zoning classification applies.

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 (unless extended for up to two six-month periods). 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. These are two existing occupied structures with failing septic systems.

Memorandum

To: Amanda Pollack, Director, City of Salisbury Department of Infrastructure & Development

From: Michael P. Sullivan, Esq.

Date: 5/19/2020

Re: *Fiscal Impact* – Annexation of 1305 S. Division Street, Salisbury, MD 21804

Petition Requesting the City's Annexation of the Annexed Property:

On behalf of all owners of the Annexed Property, BDMK, LLC, a Maryland limited liability company ("BDMK") filed a Petition for Annexation (the "**Petition**") with the City of Salisbury (the "**City**"), requesting the City annex the following parcel of land: Map 0048, Grid 0008, Parcel 0217, having a premises address of 1305 S. Division Street (the "**Annexed Property**").¹

If approved by the City Council, the City's annexation of the Annexed Property will add 3.03+/- acres of land to the municipal boundaries of the City, all of which will be zoned as "General Commercial" and subject to the standards set forth in Section 17.36 *et seq.* of the City of Salisbury City Code (the "**City Code**"). The City's annexation of the Annexed Property is estimated to have an immediate, annual net-positive fiscal impact on the City in an amount not less than \$4,500. This Memorandum is intended to summarize estimated costs the City will incur, and estimated revenues the City will generate, if the Annexed Property is annexed by the City as requested by the Petition.

Costs Incurred by the City from the Annexation of the Annexed Property:

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY2020 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. With respect to the City's annexation of the Annexed Property, cost projections are limited solely to jobs added by the subject annexation, because the Annexed Property is fully

¹ The Annexed Property consists of real property owned by BDMK, Kenpo333, a Maryland limited liability company, and South Division Street Condominium Association, Inc., a Maryland non-stock corporation.

Furthermore, the Annexed Property consists of all that certain real property identified by the Maryland State Department of Assessments and Taxation as follow: Tax Account No. 13-129740; Tax Account No. 13-129748; Tax Account No. 13-129756; Tax Account No. 13-129741; Tax Account No. 13-129749; Tax Account No. 13-129757; Tax Account No. 13-129739; Tax Account No. 13-129747; Tax Account No. 13-129755; Tax Account No. 13-129738; Tax Account No. 13-129746; Tax Account No. 13-129754; Tax Account No. 13-129743; Tax Account No. 13-129751; Tax Account No. 13-129759; Tax Account No. 13-129742; Tax Account No. 13-129750; Tax Account No. 13-129758; Tax Account No. 13-129745; Tax Account No. 13-1297453; Tax Account No. 13-129744; Tax Account No. 13-129752; Tax Account No. 13-129760; Tax Account No. 13-129735; Tax Account No. 13-129734; Tax Account No. 13-129761; Tax Account No. 13-129737; Tax Account No. 13-129736; Tax Account No. 13-129763; and, Tax Account No. 13-129762.

developed, improved by two (2) free-standing buildings consisting of twenty-four (24) rental units leased to various commercial tenants.

Regardless of the nature or extent of the ongoing use of the Annexed Property, 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 no matter how the Annexed Property is used following its annexation by the City. In light of such considerations, the annual, total costs to the City arising from the annexation of the Annexed Property is estimated to be approximately \$12,000+/-.

Revenues to City from the Annexation of the Annexed Property:

When land is annexed into the City it is immediately subject to the municipal real property tax levied by the City. The municipal real property tax is applied to the value of land and improvements located thereon. Under the City's FY2020 Budget (and the Mayor's proposed FY2021 Budget), the municipal real property tax rate is set at \$0.9832 per \$100 of assessed value. The total assessed value of the Annexed Property as determined by the Maryland State Department of Assessment and Taxation is currently \$1,665,000.00.² Accordingly, using the real property tax rate set by the City for the FY2020 Budget, the City's expected annual revenue from municipal real property taxes levied on the Annexed Property is estimated to be: \$16,650. Because the Annexed Property is fully developed to its highest and best use (subject to any complete redevelopment of the site, which is not planned), the amount of revenue generated by the City from municipal real property taxes assessed against the property is unlikely to experience any material variance beyond that caused by any change to the City's real property tax rate.³

The City also imposes certain user fees, capacity fees and impact fees, which the City charges to applicants for permits and/or users of certain public services provided by the City. The capacity fees the City will charge to the owners of units located at the Annexed Property (i.e. BDMK and Kenpo333, respectively) to the City's public water and sewer utilities will be based on the number of equivalent dwelling units ("EDUs") allocated to the Annexed Property. It is estimated that thirty-one (31) EDUs will be required to serve all users of City water and sewer utilities at the Annexed Property. Currently, under the FY2020 Budget (and as set forth in the Mayor's proposed FY2021 Budget), the City charges a Capacity Fee in the amount of \$3,533.00 per EDU. Accordingly, if thirty-one (31) EDUs must be allocated for use of City water and sewer utilities at the Annexed Property, the City can expect to receive a one-time Connection Fee payment in the amount of \$109,523.00 prior to connecting the Annexed Property to City water and sewer utilities.

² The assessed value of each property tax account that comprises the Annexed Property is follows: Tax Account No. 13-129740 (\$17,100); Tax Account No. 13-129748 (\$47,500); Tax Account No. 13-129756 (\$30,100); Tax Account No. 13-129741 (\$19,200); Tax Account No. 13-129749 (\$48,300); Tax Account No. 13-129757 (\$5,200); Tax Account No. 13-129739 (\$21,300); Tax Account No. 13-129747 (\$47,500); Tax Account No. 13-129755 (\$27,500); Tax Account No. 13-129738 (\$19,300); Tax Account No. 13-129746 (\$19,200); Tax Account No. 13-129754 (\$26,100); Tax Account No. 13-129743 (\$19,200); Tax Account No. 13-129751 (\$27,700); Tax Account No. 13-129759 (\$3,000); Tax Account No. 13-129742 (\$43,300); Tax Account No. 13-129750 (\$46,500); Tax Account No. 13-129758 (\$3,000); Tax Account No. 13-129745 (\$19,200); Tax Account No. 13-1297453 (\$27,800); Tax Account No. 13-129744 (\$19,200); Tax Account No. 13-129752 (\$59,900); Tax Account No. 13-129760 (\$3,500); Tax Account No. 13-129735 (\$73,800); Tax Account No. 13-129734 (\$72,100); Tax Account No. 13-129761 (\$4,300); Tax Account No. 13-129737 (\$774,800); Tax Account No. 13-129736 (\$131,100); Tax Account No. 13-129763 (\$5,600); and, Tax Account No. 13-129762 (\$2,700).

³ Because it is difficult to estimate the activities of businesses that currently occupy (or may occupy in the future) rental spaces located at the Annexed Property, personal property tax receipts likely to accrue from the businesses currently operating (or business which may, in the future, operate) at the Annexed Property are not included as part of the analysis contained in this Memorandum.

May 19, 2020

In addition to the Capacity Fee, once connected to the City's public water and sewer utilities system, all users/rental units at the Annexed Property of such utility services will be billed quarterly by the City for service charges arising from the usage of water and sewer utilities at such rental units. The actual quarterly water and sewer utility charges that will be billed by the City for use of water and sewer utilities at the Annexed Property is unknown and cannot be estimated; however, for purposes of this Memorandum, it is assumed all users of water and sewer utilities at the Annexed Property would fall within the definition of "Commercial Customers" and thus would be charged: a Metered Water Rate of \$420.08/quarter, \$1.95/thousand gallons; and Sewer Charge Rate of \$1,047.42/quarter, \$4.84/thousand gallons (which would imply an allocation of EDUs greater than one (1)).

Conclusion:

The City's annexation of the Annexed Property is estimated to have a net-positive fiscal impact to the City (on an annual basis) in an amount not less \$4,500 (but, very likely, more).

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WHEREAS the City of Salisbury has received a petition to annex dated March 28, 2019, attached hereto **(Exhibit 1)**, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed binding upon the southerly corporate limit of the City of Salisbury to be known as “South Division Street – S. Div. St. Condo Annexation” beginning for the same at a point on the existing corporate limit, said point lying on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium continuing around the perimeter of the affected property to the point of beginning, containing all of Map 048 -Parcel 0217, and consisting of approximately 3.03 acres of land; and

WHEREAS it appears that the petition dated March 28, 2019, meets all the requirements of the law; and

WHEREAS the public hearing is scheduled for _____ July 13 _____, 2020 at 6:00

p.m.

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

it is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so as to annex 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 southerly corporate limit, said point lying on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium continuing around the perimeter of the affected property to the point of beginning, containing all of Map 048 -Parcel 0217, and consisting of approximately 3.03 acres of land, being more particularly described on **Exhibit A** attached hereto and made a part hereof.

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

AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Zoning Map of the City of Salisbury shall be amended to include this newly annexed property in the General Commercial district. Said property is presently classified as Light Business and Institutional under the zoning laws of Wicomico County.

AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council shall hold a public hearing on the annexation hereby proposed on _____ July 13 _____, 2020, at 6:00 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 two (2) times at not less than weekly intervals, in at least one newspaper of general circulation in the City of Salisbury, 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, which date shall be no sooner than 15 days after the final

required date of publication specified above.

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 the Local Government Article of the Maryland Annotated Code.

The above Resolution was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on _____, 2020, having been duly published as required by law in the meantime a public hearing was held on the ____ day of _____, 2020, and was finally passed by the Council at its regular meeting held on the ____ day of _____, 2020.

Kimberly R. Nichols,
City Clerk

John R. Heath,
Council President

APPROVED BY ME this ____ day of _____, 2020.

Jacob R. Day,
Mayor

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) # 0217

Map # 0048

SIGNATURE (S)



Date

3/28/19

Date



Date

77 Melody X Mitchell

Date



City of
Salisbury
Jacob R. Day, Mayor

CERTIFICATION

SOUTH DIVISION STREET – SOUTH DIVISION STREET CONDO 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.

A handwritten signature in black ink, appearing to read 'Leslie C. Sherrill', is written over a horizontal line.

Leslie C. Sherrill
Surveyor

Date: 4/12/2019

South Division Street – South Division Street Condo – Certification – 4-12-19.doc

EXHIBIT A

SOUTH DIVISION STREET – S. DIV. ST. CONDO

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium. X 1,201,684.02 Y 187,177.01 (1) Thence by and with the said line of South Division Street South five degrees eleven minutes thirty-three seconds West ($S 5^{\circ} 11' 33'' W$) four hundred decimal zero, six (400.06) feet to a point at the southwesterly corner of the said Condominium land. X 1,201,647.81 Y 186,778.59 (2) Thence by and with the southerly line of the said Condominium land South eighty-nine degrees forty-six minutes thirty-five seconds East ($S 89^{\circ} 46' 35'' E$) three hundred thirty-four decimal two, zero (334.20) feet to a point on the aforementioned line of the Corporate Limits of Salisbury, MD, at the southeasterly corner of the said Condominium land. X 1,201,981.83 Y 186,777.29 (3) Thence by and with the easterly line of the said Condominium land North four degrees twenty-two minutes fifty-seven seconds East ($N 4^{\circ} 22' 57'' E$) three hundred ninety-nine decimal six, one (399.61) feet to a point at the northeasterly corner of the said Condominium land. X 1,202,012.36 Y 187,175.73 (4) Thence by and with the northerly line of the said Condominium land North eighty-nine degrees forty-six minutes thirty-five seconds West ($N 89^{\circ} 46' 35'' W$) three hundred twenty-eight decimal three, five (328.35) feet to the point of beginning.

Annexation containing 3.03 acres, more or less.

1305 SOUTH DIVISION STREET ANNEXATION

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made this ____ day of _____, 2020, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the "**City**"), and *Kenpo333, LLC*, a Maryland limited liability company ("**Kenpo333**"), *BDMK, LLC* ("**BDMK**") and *South Division Street Condominium Association, Inc.*, a Maryland non-stock corporation (the "**SDS Condo Assoc.**") (Kenpo333, BDMK and the SDS Condo Assoc. are hereinafter referred to collectively as the "**Petitioner**") (the City and Petitioner are hereinafter referred to collectively as the "**Parties**").

RECITALS

WHEREAS, for purposes of this Agreement, the term "Petitioner" shall be deemed to include each and every subsidiary, successor-in-interest and assign of Kenpo333 or BDMK, 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 subsidiary, successor-in-interest and assign of Kenpo333 or BDMK, as the case may be;

WHEREAS, Kenpo333 is the fee simple owner of all that certain real property situate and lying in the Camden Election District of Wicomico County, Maryland, more particularly known and designated as Condominium Units 2, 3, 4, and 5, and Storage Units G, F and E, as more fully described on that certain condominium plat made and prepared by Parker & Associates, Inc., entitled "Condominium Plat South Division Street Condominium", dated May 25, 2016, and record and among the Land Records of Wicomico County, State of Maryland, in Plat CAB. 16, 794 (said real property is hereinafter referred to as the "**Kenpo333 Property**");

WHEREAS, BDMK is the fee simple owner of all that certain real property situate and lying in the Camden Election District of Wicomico County, Maryland, more particularly known and designated as Condominium Units 1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 and Storage Units A, B, C, and D, as more fully described on that certain condominium plat made and prepared by Parker & Associates, Inc., entitled "Condominium Plat South Division Street Condominium", dated May 25, 2016, and record and among the Land Records of Wicomico County, State of Maryland, in Plat CAB. 16, 794 (said real property is hereinafter referred to as the "**BDMK Property**");

WHEREAS, SDS Condo Assoc. is the fee simple owner of all that certain real property situate and lying in the Camden Election District of Wicomico County, Maryland, more particularly designated as the "Common area of the South Division Street Condominium", on that certain condominium plat made and prepared by Parker & Associates, Inc., entitled "Condominium Plat South Division Street Condominium", dated May 25, 2016, and record and among the Land Records of Wicomico County, State of Maryland, in Plat CAB. 16, 794 (said real property is hereinafter referred to as the "**SDS Condo Assoc. Property**") (the Kenpo333 Property, the BDMK Property and the SDS Condo Assoc. Property are hereinafter referred to collectively as the "**Annexed Property**")¹;

WHEREAS, the Kenpo333 Property, the BDMK Property and the SDS Condo Assoc. Property constitute all of the property described in the Declaration for South Division Street Condominium recorded among the Land Records of Wicomico County in Liber 4127 folio 415 ("**SDS Declaration**");

¹ The Annexed Property consists of all that certain real property identified by the Maryland State Department of Assessments and Taxation as follow: Tax Account No. 13-129740; Tax Account No. 13-129748; Tax Account No. 13-129756; Tax Account No. 13-129741; Tax Account No. 13-129749; Tax Account No. 13-129757; Tax Account No. 13-129739; Tax Account No. 13-129747; Tax Account No. 13-129755; Tax Account No. 13-129738; Tax Account No. 13-129746; Tax Account No. 13-129754; Tax Account No. 13-129743; Tax Account No. 13-129751; Tax Account No. 13-129759; Tax Account No. 13-129742; Tax Account No. 13-129750; Tax Account No. 13-129758; Tax Account No. 13-129745; Tax Account No. 13-1297453; Tax Account No. 13-129744; Tax Account No. 13-129752; Tax Account No. 13-129760; Tax Account No. 13-129735; Tax Account No. 13-129734; Tax Account No. 13-129761; Tax Account No. 13-129737; Tax Account No. 13-129736; Tax Account No. 13-129763; and, Tax Account No. 13-129762.

WHEREAS, Kenpo333 and BDMK constitute the sole Unit Owners as described in the SDS Declaration and as such, constitute 100% of the members of SDS Condo Assoc.;

WHEREAS, the Annexed Property is contiguous and adjacent to the present corporate boundaries of the City, which said Annexed Property is more particularly described and depicted by a plat entitled "Annexation Plat, of the Condominium Plat South Division Street Condominium", dated June 27, 2019 (the "**Annexation Plat**") (the Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*), prepared by Parker & Associates, Inc. and intended to be recorded among the Plat Records of Wicomico County, Maryland upon the City's annexation of the Annexed Property, depicting all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the "**Annexed Property Description**");

WHEREAS, to effectuate the annexation of the Annexed Property, Kenpo333 and BDMK, on behalf of themselves and on behalf of the SDS Condo Assoc., submitted to the City a Petition for Annexation requesting the City's annexation of the Annexed Property (the "**Petition**") (a copy of the Petition is attached hereto and incorporated herein as *Exhibit C*);

WHEREAS, as of the date and year of this Agreement, Petitioners constitute the owners of one hundred percent (100%) of the assessed value of the Annexed Property, being all that real property intended to be annexed by the City in accordance with the terms and conditions of this Agreement;

WHEREAS, the Annexed Property is comprised of all of that property located at 1305 South Division Street and more particularly described on a Plat entitled South Division Street Condominium and recorded among the Plat Records of Wicomico County, Maryland in Plat Book 16 folio 794;

WHEREAS, the 2010 City of Salisbury Comprehensive Plan (the "**Comprehensive Plan**") sets forth the land use policies for all lands located within the City's municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City;

WHEREAS, the Municipal Growth Element section of the City's Comprehensive Plan provides in pertinent part: "the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3" attached to and incorporated within the Comprehensive Plan, and the land uses shown within the City's Municipal Growth Area "reflect[] a policy decision by the City, and by Wicomico County, that the City will remain the center for employment and commercial development in Wicomico County";

WHEREAS, the Annexed Property is included within the City's Municipal Growth Area, which designates the Annexed Property as "Commercial";

WHEREAS, upon the submission of the Petition on behalf of the Petitioners, the City, through its Department of Infrastructure and Development (the "**I&D Department**"), referred the Petition to the Salisbury-Wicomico County Planning Commission (the "**Planning Commission**") for the Planning Commission's consideration and approval of the proposed zoning for the Annexed Property upon its annexation by the City;

WHEREAS, at its May 16, 2019 meeting, the Planning Commission unanimously approved zoning the Annexed Property as "General Commercial" upon its annexation by the City, on the basis that zoning the Annexed Property as "General Commercial" is consistent with Petitioners' existing use of the Annexed Property, as well as the land use policies set forth in the City's Comprehensive Plan;

WHEREAS, without annexation, the Annexed Property is ineligible to receive City services, including municipal water and sanitary sewer utility service;

WHEREAS, the City agrees to annex the Annexed Property, provided each of Petitioners agree to adhere to all laws, ordinances and regulations of the City and all of the terms and conditions of this Agreement, including, expressly, such terms and conditions governing each of Kenpo333's, BDMK's and the SDS Condo Assoc.'s use of their respective property, or any portion thereof, constituting the Annexed Property or any portion thereof;

WHEREAS, the City has held all public hearings regarding the proposed annexation of the Annexed Property as required by applicable state and local law and as otherwise deemed appropriate by the City; and,

WHEREAS, in accordance with the Petition and pursuant to the authority granted unto the City by the provisions of MD Code, Local Government, § 4-101, et seq., the Parties hereby enter into this Agreement for the purpose of establishing the terms and conditions governing the City's annexation of the Annexed 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 the Parties expressly acknowledge, the Parties agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date upon which the Resolution authorizing the City's annexation of the Annexed Property, passed by majority vote of the City Council of the City of Salisbury (the "**City Council**"), becomes effective (the Resolution passed by the City Council authorizing the City's annexation of the Annexed Property is hereinafter referred to as the "**Annexation Resolution**"). The City's annexation of the Annexed Property shall not become effective until all appeal and referendum periods for the Annexation Resolution have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City's annexation of the Annexed Property.

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

(a) When reviewing any development plan submitted for or relating to the Annexed Property, or any portion thereof, the Planning Commission, and its associated staff, and the City, and all of its officials, employees, representatives, agents and consultants, shall be guided by all terms of this Agreement, to ensure all matters addressed by this Agreement are implemented in accordance with the terms and conditions set forth herein. Any and all approvals relating to the development and/or use of the Annexed Property granted by any commission, board, body or agent of the City or any other government agency having jurisdiction over the Annexed Property and/or the development thereof, shall, to the fullest extent possible, comply with all terms and conditions of this Agreement.

(b) The Parties expressly acknowledge the City's annexation of the Annexed Property is not intended, nor shall it be construed, in any way whatsoever, to prohibit the City from enacting or otherwise adopting any future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, the City may deem necessary or appropriate to protect the health, safety and welfare of City residents or the public at large, or from applying the provisions of any such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, to any matter relating to any development or use of any portion of the Annexed Property; provided, however, any such application by the City shall not result in the divestment or termination of any prior approval(s) for any development and/or use of any portion of the Annexed Property or interfere with any vested rights Kenpo333, BDMK and/or the SDS Condo Assoc. has, respectively, in and to any portion of the Annexed Property to an extent greater than the impact such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, have upon other similarly-situated properties located within the municipal limits of the City.

3. **Warranties & Representations of Petitioners.**

(a) The execution of this Agreement shall constitute the express written consent of each of Petitioners to the City's annexation of Annexed Property as required by MD Code, Local Government, § 4-403(b)(1)-(2).

(b) Petitioners, jointly and severally, represent and warrant to the City as follows: (i) each of Petitioners has the full power and authority to execute this Agreement; (ii) Kenpo333 is the sole, fee simple owner of the Kenpo333 Property, BDMK is the sole, fee simple owner of the BDMK Property, and the SDS Condo Assoc. is the sole, fee simple owner of the SDS Condo Assoc. Property, and, accordingly, Petitioners are collectively the fee simple owners of all that certain real property constituting one hundred percent (100%) of the assessed value of the Annexed Property, as of the date and year first above written; and, (iii) to the best of each of Petitioners' knowledge and belief there is no action pending against or otherwise involving any of Petitioners and/or any portion of the Annexed Property which could affect, in any way whatsoever, any of Petitioners' right and authority to execute this Agreement.

(c) The Parties expressly acknowledge and agree each of Petitioners will receive a benefit from the City's annexation of the Annexed Property; accordingly, by their execution of this Agreement, each of Petitioners expressly waive and relinquish any and all rights or claims any of Petitioners has, or may have, to withdraw its respective consent to the City's annexation of the Annexed Property or any portion thereof; and, furthermore, none of Petitioners nor any of their respective agents or representatives shall petition the Annexation Resolution to referendum. The Parties expressly agree the waiver and relinquishment made by Petitioners under this Section 3(b) represents material consideration received by the City for its annexation of the Annexed Property, without which the City would not enter into this Agreement.

4. **Application of City Code and Charter; City Taxes.** From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter and the City Code shall have full force and effect as to all matters applicable or otherwise relating to the Annexed Property including the development and/or use of any portion thereof by any of Petitioners, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Annexed Property, the Annexed Property shall be subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

5. **Municipal Zoning.** Upon the effective date of the Annexation Resolution, the Annexed Property shall be zoned "General Commercial".

6. **Municipal Services.**

(a) Subject to the obligations of Kenpo333 and BDMK under Sections 9(c)(i)-(iii), the City agrees to provide all necessary municipal services required for the development and/or use of the Annexed Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services generally available to residents of the City.

(b) With respect to the allocation of public water and/or wastewater capacity and/or services for the Annexed Property or any portion thereof, any such allocation shall be determined by the City pursuant to the City's allocation plans in effect at the time a request for public water and/or wastewater capacity and/or services is submitted by Kenpo333, BDMK and/or the SDS Condo Assoc., respectively, in accordance with the City's applicable policies and procedures. Notwithstanding any term to the contrary set forth herein, Petitioners, jointly and severally, expressly acknowledge and agree that no public water or wastewater capacity for any existing use(s) or any future development of any portion of the Annexed Property shall be allocated or otherwise reserved by the City unless and until Kenpo333, BDMK and/or the SDS Condo Assoc., as applicable, has made payment to the City for all capacity fee(s) charged for any such allocation of water and/or wastewater capacity and/or services provided to the Annexed Property, or such portion thereof, in accordance with the applicable policies of the City existing at such time. None of Petitioners shall be obligated to pay any capacity fee(s) or to connect any portion of the Annexed Property to the City's water and/or wastewater systems until the earlier occurrence of: (i) the election by any of Kenpo333, BDMK and/or the SDS Condo Assoc. to connect such party's respective portion of the Annexed Property to the City's water and/or wastewater systems; or (ii) the issuance, by the Wicomico County Health Department or the Maryland

Department of the Environment (as the case may be), of a final non-appealable order requiring the connection of any portion of the Annexed Property to the City's water and/or wastewater systems.

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 enacted, promulgated, ordered or adopted following the date and year of this Agreement, the newer stricter law, regulation, rule, standard or authorized criteria shall govern the rights and obligations of the Parties hereunder.

8. **City Boundary Markers.**

(a) At their sole cost and expense, Kenpo333 and BDMK, on behalf of Petitioners, shall install City Boundary Markers at the boundary lines of the Annexed Property to identify the new, enlarged municipal boundaries of the City resulting from the annexation of the Annexed Property. Within sixty (60) days from the date the forty-five (45) day referendum period for the Annexation Resolution expires, Kenpo333 and/or BDMK, on behalf of Petitioners, shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the aforesaid City Boundary Markers.

(b) The terms contained in Section 8(a) are the joint and several obligations of Kenpo333 and BDMK. In the event Kenpo333 and BDMK fail to perform their obligations under Section 8(a), then, after the expiration of the sixty (60) day period provided in Section 8(a), Kenpo333 and BDMK shall make payment to the City in the amount of Ten Thousand Dollars and 00/100 (\$10,000.00) or in the amount of the total costs incurred by the City to perform the obligations of Kenpo333 and BDMK under Section 8(a), whichever amount is greater.

9. **Development Considerations.**

(a) **Fees & Costs.** Kenpo333 and BDMK each, jointly and severally, acknowledge and agree to pay the City for any and all fees, costs and/or expenses, including, but not limited to, any 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 Annexed Property, the publication of any public notice(s) for or in connection with the City's annexation of the Annexed Property, and/or any other matter relating to or arising from the City's annexation of the Annexed Property, as determined by the City in its sole discretion. The City shall invoice Kenpo333 and BDMK, jointly, for all costs to be paid by Kenpo333 and BDMK under this Section 9(a); and, Kenpo333 and BDMK shall be, jointly and severally, responsible for making payment of all amounts due and owing the City under this Section 9(a) within fifteen (15) days from Kenpo333's or BDMK's receipt of any invoice from the City.

(b) **Development of the Annexed Property.** Each of Petitioners shall develop and use their respective portion of the Annexed Property in a manner that complies with all laws and regulations governing the development of property located within the City's Commercial zoning district.

(c) **Contribution to Area Improvement; Road Improvements; Stormwater Management; Sewer Service.** Kenpo333 and BDMK, jointly and severally, agree to install sidewalks along the full public road frontage of the Annexed Property and to install pedestrian walkways along and within the Annexed Property in such a manner and to such an extent as determined by the City's I&D Department.

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

- (i) Kenpo333 and BDMK, jointly and severally, expressly acknowledge and agree as follows: upon the expiration of three hundred sixty-five (365) days from the effective date of the Annexation Resolution, shall pay a non-refundable development assessment to the City in the amount of Twenty-Seven Thousand Three Hundred Four Dollars and 25/100 (\$27,304.25) (the “**Development Assessment**”). It is expressly acknowledged by the Parties that the payment of the Development Assessment as aforesaid represents a material part of the consideration to be received by the City hereunder, without which the City would not enter into this Agreement.
- (ii) In the event the Development Assessment is not paid 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, the Development Assessment, including all late charges incurred thereon (if any), shall be paid to the City prior to the issuance of any permit for or in connection with any use or development of the Annexed Property following the expiration of the time period set forth in Section 9(d)(i).
- (iii) 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, or for any other purpose deemed necessary and appropriate by the City. The Development Assessment is in addition to and independent of: **(A)** any water and/or wastewater comprehensive connection charge(s), capacity fee(s) or any other assessment(s) charged, levied or otherwise imposed by the City in connection with the development of the Annexed Property; **(B)** any impact fee(s) levied or imposed by Wicomico County or the City; **(C)** and/or, any other charge(s) or fee(s) the City may assess against Petitioners and/or the Annexed Property in accordance with this Agreement and/or any applicable law(s) or regulation(s) governing the development or use of the Annexed Property or any portion thereof.

(e) Public Utility Improvements & Extensions; Wastewater Service.

- (i) The Parties expressly acknowledge and agree the extension of public water and wastewater utilities will be necessary to meet the requirements for utility service provided to the Annexed Property. Accordingly, at their sole cost and expense, Kenpo333 and BDMK shall design and construct, or cause to be designed and constructed, such public water and wastewater utility extension(s), including, but not limited to, water main(s), sewer main(s), trunk line(s), fire hydrant(s) and any appurtenant facilities, necessary to serve the Annexed Property, including any future development thereof, subject to all applicable City standards and specifications. Each of Kenpo333 and BDMK, jointly and severally, further acknowledge and agree the water and wastewater sewer utility facilities designed and constructed in accordance with this Section 9(e)(i) shall be oversized in the manner and to the extent determined by the Director of the City’s I&D Department.
- (ii) The design and construction of the facilities required for the extension and service of public water and wastewater utilities to the Annexed Property shall be governed by the terms and conditions of a Public Works Agreement by and between Kenpo333, BDMK, the SDS Condo Assoc. and the City (the “**PWA**”), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective. Notwithstanding any term to the contrary set forth herein, no

permit may be issued to Petitioners, or any party acting for or on behalf of any of Petitioners, for any work associated with the development of the Annexed Property until the PWA is executed by the Parties.

10. RECORD PLAT. Petitioners shall provide the City with a copy of the Annexation Plat recorded with the Land Records of Wicomico County, Maryland.

11. NOTICES. All notices and other communication in connection with this Agreement shall be made in writing and shall be deemed delivered to the addressee thereof as follows: **(a)** when delivered in person on a business day at the address set forth below; **(b)** on the third (3rd) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, **(c)** 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 Kenpo333 shall be addressed to, and delivered at, the following addresses:

Kenpo333, LLC
c/o Richard S. Mitchell
305 Union Avenue
Salisbury, Maryland 21801

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

BDMK, LLC
c/o Bret C. Davis
100 North Division Street, Apt. 301
Salisbury, Maryland 21801

All notices and other communications to the SDS Condo Assoc. shall be addressed to, and delivered at, the following addresses:

South Division Street Condominium Association
c/o Bret C. Davis
100 North Division Street, Apt. 301
Salisbury, Maryland 21801

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

With a copy to:

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

12. Future Uses of the Annexed Property. Petitioners, jointly and severally, expressly acknowledge and agree that, upon the effective date of the Annexation Resolution, any development or use of Annexed Property or any portion thereof 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. Any development and/or use of the Annexed Property shall be subject to, and must comply with, all applicable capacity fees and/or impact fees as established by the City and/or Wicomico County existing on the effective date of the Annexation Resolution, subject to any amendments thereto as may be adopted or promulgated, from time to time, by the City and/or Wicomico County, as the case may be. The Parties expressly acknowledge and agree that neither this Agreement nor any of the terms set forth herein shall, in any way whatsoever, constitute or otherwise be construed as an approval by the City of any specific development or use at, upon or within any portion of the Annexed Property subsequent to the date and year first above written. The Parties further expressly acknowledge and agree that neither this Agreement nor any of its terms shall constitute or otherwise be construed as a waiver by the City of: any tax(es) levied or assessed by the City upon the Annexed Property; or, any fee(s), assessment(s) or charge(s) that may be imposed by the City, from time to time, arising from or in connection with any development or use of any portion of the Annexed Property.

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, nor is this Agreement intended to limit the operations of the City government or guarantee the outcome of any administrative process. Unless otherwise expressly set forth herein, 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 Annexed Property and to similarly situated property located outside of the City in Wicomico County.

(c) Entire Agreement. This Agreement and all exhibits 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 of the Parties 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 the waiver is given.

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

(f) **Modification.** Neither this Agreement nor any term contained herein may be waived, modified, amended, discharged or terminated except in a 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, any successor municipal authority of the City and any successor owner(s) of record of any portion of the Annexed Property.

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by Kenpo333 and/or BDMK to any purchaser of the Kenpo333 Property and/or the BDMK Property or any portion thereof, respectively, without the consent of the City or any of its elected officials, employees or agents; provided, however, any sale, transfer, assignment, gift or conveyance of the Annexed Property, or any portion thereof, shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Petitioners shall not transfer, or pledge as security for any debt or obligation, any of their respective interest in or to any portion of the Annexed Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions contained in this Agreement, as if such transferee or pledgee was a party to this Agreement. Kenpo333 and/or BDMK, as the case may be, shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Kenpo333 and/or BDMK of any of their respective interests in and to the Annexed Property or any portion thereof.

(i) **Express Condition.** The respective obligations of Petitioners, as set forth herein, shall be contingent upon the annexation of the Annexed Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the obligations of any of Petitioners independent of their respective ownership of any portion of the Annexed Property. Notwithstanding any term to the contrary set forth herein, Kenpo333 and BDMK, jointly and severally, expressly acknowledge and agree their obligations under Section 9(a) are not contingent or otherwise conditioned upon the City's annexation of the Annexed Property, and such obligations shall be binding upon each of Kenpo333 and BDMK, jointly and severally, and shall be enforceable by the City against each of Kenpo333 and/or BDMK, and/or any of their respective successor(s), representative(s), transferee(s) and/or assign(s), 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 and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits 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 the joint and several obligation of Kenpo333 and BDMK. This Agreement and all terms and conditions contained herein shall run with the Annexed Property, and all portions thereof (regardless of ownership), and shall be binding upon and inure to the benefit of the Parties and each of their respective heirs, personal representatives, successors, transferees and/or assigns.

(l) **No Reliance.** Each of the Parties, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by or relied upon any representation(s) or statement(s), whether express or implied, written or unwritten, 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.** In the event any term, provision, covenant, agreement or portion of this Agreement, or his application to any person, entity or property, is adjudged 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 a party hereto against the 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, each party shall have the right to enforce this Agreement by an action for specific performance against the other.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

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

ATTEST/WITNESS:

"Petitioners":

Kenpo333, LLC

By: _____ (Seal)
R.S. Mitchell, Authorized Representative

BDMK, LLC

By: _____ (Seal)
Bret C. Davis, Authorized Representative

South Division Street Condominium Association, Inc.

By: _____ (Seal)
Bret C. Davis, President

THE "CITY":

City of Salisbury, Maryland

By: _____ (Seal)
Jacob R. Day, Mayor

[Signature Page to Annexation Agreement by and between Kenpo333, LLC, BDMK LLC,
South Division Street Condominium Association, Inc. and the City of Salisbury, Maryland]

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A RESOLUTION of the City of Salisbury to adopt an annexation plan for a certain area of land contiguous to and binding upon the southerly corporate limit of the City of Salisbury, to be known as the "South Division Street – S. Div. St. Condo Annexation" beginning for the same at a point on the existing corporate limit, said point lying on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium continuing around the perimeter of the affected property to the point of beginning, containing all of Map 048 -Parcel 0217and consisting of approximately 3.03 acres of land.

WHEREAS the City of Salisbury is considering the annexation of a parcel of land contiguous to and binding upon the southerly corporate limit of the City of Salisbury beginning for the same at a point on the existing corporate limit, said point lying on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium continuing around the perimeter of the affected property to the point of beginning, containing all of Map 048 - Parcel 0217 and consisting of approximately 3.03 acres of land, 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 required public hearing is scheduled for July 13, 2020 at 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT an annexation plan for the “South Division Street – S. Div. St. Condo 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 southerly corporate limit Line of the City of Salisbury beginning for the same at a point on the existing corporate limit, said point lying on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street

30 Condominium continuing around the perimeter of the affected property to the point of beginning,
31 containing all of Map 048 -Parcel 0217 and consisting of approximately 3.03 acres of land, said
32 parcel being contiguous to and binding upon the corporate limit of the City of Salisbury.

33 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the Council shall hold a
34 public hearing on the annexation plan hereby proposed on July 13 _____, 2020 at 6:00p.m. in
35 the Council Chambers at the City-County Office Building and the City Administrator shall cause a
36 public notice of time and place of said hearing to be published not fewer than two (2) times at not
37 less than weekly intervals, in a newspaper of general circulation in the City of Salisbury, which said
38 notice shall specify a time and place at which the Council of the City of Salisbury will hold a public
39 hearing 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 the _____, 2020, having been duly published
42 as required by law in the meantime a public hearing was held on _____, 2020, and
43 was finally passed by the Council at its regular meeting held on the _____, 2020.

44
45 _____
46 Kimberly R. Nichols,
47 City Clerk

John R. Heath,
Council President

48
49 APPROVED BY ME this ____ day of _____, 2020.

50 _____
51 Jacob R. Day,
52 Mayor

EXHIBIT A

SOUTH DIVISION STREET – S. DIV. ST. CONDO

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium. X 1,201,684.02 Y 187,177.01 (1) Thence by and with the said line of South Division Street South five degrees eleven minutes thirty-three seconds West ($S 5^{\circ} 11' 33'' W$) four hundred decimal zero, six (400.06) feet to a point at the southwest corner of the said Condominium land. X 1,201,647.81 Y 186,778.59 (2) Thence by and with the southerly line of the said Condominium land South eighty-nine degrees forty-six minutes thirty-five seconds East ($S 89^{\circ} 46' 35'' E$) three hundred thirty-four decimal two, zero (334.20) feet to a point on the aforementioned line of the Corporate Limits of Salisbury, MD, at the southeasterly corner of the said Condominium land. X 1,201,981.83 Y 186,777.29 (3) Thence by and with the easterly line of the said Condominium land North four degrees twenty-two minutes fifty-seven seconds East ($N 4^{\circ} 22' 57'' E$) three hundred ninety-nine decimal six, one (399.61) feet to a point at the northeasterly corner of the said Condominium land. X 1,202,012.36 Y 187,175.73 (4) Thence by and with the northerly line of the said Condominium land North eighty-nine degrees forty-six minutes thirty-five seconds West ($N 89^{\circ} 46' 35'' W$) three hundred twenty-eight decimal three, five (328.35) feet to the point of beginning.

Annexation containing 3.03 acres, more or less.

**ANNEXATION PLAN
FOR THE
ANNEXATION OF 1305 SOUTH DIVISION STREET, SALISBURY, MARYLAND 21804
TO THE CITY OF SALISBURY**

May 18, 2020

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 March 4, 2019, the Salisbury City Council (the "**City Council**") reviewed the Petition for Annexation (the "**Annexation Petition**") submitted by BDMK, LLC ("**BDMK**"), dated March 28, 2019, which requested the City of Salisbury, Maryland (the "**City**") annex the following property:
 - Map 0048, Grid 0008, Parcel 0217, consisting of 3.03 acres, more less (the "**Annexed Property**").¹
- At the May 16, 2019 Meeting of the Salisbury-Wicomico County Planning Commission (the "**Planning Commission**"), the Planning Commission reviewed the proposed annexation of the Annexed Property and unanimously approved a recommendation to the City Council that the Annexed Property be zoned "General Commercial" upon its annexation by the City.
- On June 8, 2020, 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 BDMK. Furthermore, at the June 8, 2020, 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. The party which filed the Annexation Petition (the "**Petition**") requesting the City annex the Annexed Property is BDMK, LLC, a Maryland limited liability company, having a principal office address of 100 North Division Street, Apt. 301, Salisbury, Maryland 21801. BDMK filed the Petition on behalf of all owners of the Annexed Property, which are as follows: BDMK, Kenpo333, LLC, a Maryland limited liability company ("**Kenpo333**"), and South Division Street Condominium Association, Inc., a Maryland non-stock corporation (the "**SDS Condo. Assoc.**").

¹ The Annexed Property consists of all that certain real property identified by the Maryland State Department of Assessments and Taxation as follow: Tax Account No. 13-129740; Tax Account No. 13-129748; Tax Account No. 13-129756; Tax Account No. 13-129741; Tax Account No. 13-129749; Tax Account No. 13-129757; Tax Account No. 13-129739; Tax Account No. 13-129747; Tax Account No. 13-129755; Tax Account No. 13-129738; Tax Account No. 13-129746; Tax Account No. 13-129754; Tax Account No. 13-129743; Tax Account No. 13-129751; Tax Account No. 13-129759; Tax Account No. 13-129742; Tax Account No. 13-129750; Tax Account No. 13-129758; Tax Account No. 13-129745; Tax Account No. 13-1297453; Tax Account No. 13-129744; Tax Account No. 13-129752; Tax Account No. 13-129760; Tax Account No. 13-129735; Tax Account No. 13-129734; Tax Account No. 13-129761; Tax Account No. 13-129737; Tax Account No. 13-129736; Tax Account No. 13-129763; and, Tax Account No. 13-129762.

1.2. Location. The Annexed Property is located on the easterly side of South Division Street and the northerly property line and the rear property line of the Annexed Property are each contiguous and adjacent to the present corporate boundaries of the City.

1.3. Property Description.

- The Annexed Property consists of 3.03 acres of land, more or less, comprising all that certain parcel of real property more particularly depicted and described by a plat entitled “Annexation Plat, of the Condominium Plat South Division Street Condominium”, dated June 27, 2019 (the “**Annexation Plat**”) (the Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*), prepared by Parker & Associates, Inc. and intended to be recorded among the Plat Records of Wicomico County, Maryland upon the City’s annexation of the Annexed Property, depicting all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “**Annexed Property Description**”).
- The Annexed Property is comprised of twenty-four (24) rental units (Condominium Units 1-24) (collectively the “**Condo Units**”), seven (7) storage units (Storage Units A-G) (collectively the “**Storage Units**”), and those certain common areas located within and a part of the Annexed Property, which said common areas are more particularly designated as the “Common area of the South Division Street Condominium”, on that certain condominium plat made and prepared by Parker & Associates, Inc., entitled “Condominium Plat South Division Street Condominium”, dated May 25, 2016, and record and among the Land Records of Wicomico County, State of Maryland, in Plat CAB. 16, 794 (said plat is hereinafter referred to as the “**SDS Condo Plat**”) (the said real property identified as common areas on the SDS Property is hereinafter referred to as the “**SDS Condo Assoc. Property**”).
- The Annexed Property is subject to that certain Declaration for South Division Street Condominium recorded among the Land Records of Wicomico County in Liber 4127 folio 415 (“**SDS Declaration**”).
- The Annexed Property is owned as follows:
 - The SDS Condo Assoc. is the fee simple owner of the SDS Condo Assoc. Property, which is maintained by the SDS Condo Assoc. for the use and enjoyment of the owners (and users) of the Condo Units and the Storage Units located on and within the Annexed Property.
 - BDMK is the fee simple owner of Condo Units 1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, and Storage Units A, B, C, and D, as more particularly described and depicted on the SDS Condo Plat (collectively the “**BDMK Property**”).²
 - Kenpo333 is the fee simple owner of Condo Units 2, 3, 4, and 5, and Storage Units E, F, and G, as more particularly described and depicted on the SDS Condo Plat (collectively the “**Kenpo333 Property**”).³

² The BDMK Property consists of all that certain real property identified by the Maryland State Department of Assessments and Taxation as follows: Tax Account No. 13-129740; Tax Account No. 13-129748; Tax Account No. 13-129756; Tax Account No. 13-129741; Tax Account No. 13-129749; Tax Account No. 13-129757; Tax Account No. 13-129739; Tax Account No. 13-129747; Tax Account No. 13-129755; Tax Account No. 13-129738; Tax Account No. 13-129746; Tax Account No. 13-129754; Tax Account No. 13-129743; Tax Account No. 13-129751; Tax Account No. 13-129759; Tax Account No. 13-129742; Tax Account No. 13-129750; Tax Account No. 13-129758; Tax Account No. 13-129745; Tax Account No. 13-1297453; Tax Account No. 13-129744; Tax Account No. 13-129752; and, Tax Account No. 13-129760.

³ The Kenpo333 Property consists of all that certain real property identified by the Maryland State Department of Assessments and Taxation as follows: Tax Account No. 13-129735; Tax Account No. 13-129734; Tax Account No. 13-129761; Tax Account No. 13-129737; Tax Account No. 13-129736; Tax Account No. 13-129763; and, Tax Account No. 13-129762.

1.4. Existing Zoning. All of the Annexed Property is now zoned LB-1 “Light Business & Institutional” under the Wicomico County Code. All of the property, located within the municipal limits of the City, which adjoins the Annexed Property is zoned “General Commercial” under the City Code for the City of Salisbury (the “City Code”).

1.5. Reasons for Annexation. The sewage disposal system serving the Annexed Property, and all improvements located thereon, is in the form of a cesspool. The cesspool providing sewage disposal for the Annexed Property is currently failing. Under applicable law, when the cesspool fails, the owners of the Annexed Property (i.e. BDMK, Kenpo333 and the SDS Condo Assoc.) will be prohibited from repairing or replacing the cesspool, effectively rendering all improvements located at the Annexed Property ineligible for occupancy (i.e. uninhabitable) and any use whatsoever, thereby jeopardizing the business operations of the various tenants leasing any of the Condo Units (as defined hereinabove) and preventing any future use of the property by BDMK or Kenpo333 or any other future owner of the Annexed Property or any portion thereof. Because the cesspool serving the Annexed Property cannot be repaired or replaced when it eventually fails (which is imminent), BDMK, on behalf of itself, Kenpo333 and the SDS Condo Assoc., has requested the City annex the Annexed Property so that the Annexed Property can be promptly connected to the City’s public water and sewer utilities. Without annexation by the City and the access to public utilities annexation will provide, any permitted occupancy and use of any portion of the Annexed Property will – sooner rather than later – be barred indefinitely.

2.0. LAND USE PATTERN PROPOSED FOR THE ANNEXED PROPERTY.

2.1. Comprehensive Plan. In 2010, the Mayor and City Council of the City of Salisbury adopted the City of Salisbury Comprehensive Plan (the “Comprehensive Plan”). The Comprehensive Plan sets forth the land use policies for all lands located within the City’s municipal limits, including a Municipal Growth Element which establishes growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan, and the land uses shown within the City’s Municipal Growth Area “reflect[] a policy decision by the City, and by Wicomico County, that the City will remain the center for employment and commercial development in Wicomico County.” 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.” The Annexed Property is located within the City’s designated Municipal Growth Area established by the Comprehensive Plan. Annexation to the City will allow the Annexed Property to be served by municipal water and sewer utilities.

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.”

2.3. Existing Use for Annexed Property. As shown on Existing Site Plan attached hereto as *Exhibit C*, the Annexed Property is fully developed and consists of two (2) free-standing buildings, one of which is 39,101.87+/- square feet in size, and the other which is 6,915.6+/- square feet in size, which said two (2) free-standing buildings comprise collectively the BDMK Property and Kenpo333 Property and consist of multiple tenant spaces.

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 & Sidewalks.

- (a) Currently, and following its annexation by the City, the Annexed Property can be accessed by (2) access points on South Division Street.
- (b) Sidewalks shall be installed as shown on Sheet 3 of the Existing Site Plan (attached as *Exhibit C*), subject to the determination of the City and as approved by the Planning Commission, and shall be built to City standards.

3.2. Water and Wastewater Treatment. Based on the existing site development and use of the Annexed Property, the annexation of the Annexed Property will create a demand of approximately 7,807 gallons per day (approximately 3,807 gallons per day for the existing retail operations located at the Annexed Property and approximately 4,000 gallons per day for the existing school/daycare operations located at the Annexed Property (i.e. the business known as “Mitchell’s Martial Arts”), as shown on the Existing Site Development Plan (see “Estimated Water & Sewer Usage” contained on the “Title Sheet” (Sheet 1) of the Existing Site Development Plan attached as *Exhibit C*)). At its expense, BDMK and Kenpo333 will connect to existing public water and sewerage facilities in the area in accordance with the Existing Site Development Plan (see *Exhibit C*), subject to 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 annexation.

3.3. Schools. As a non-residential use, the City’s annexation of 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 City’s annexation of the Annexed Property will have no impact on park and recreational facilities, nor will the City’s annexation 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. The Annexed Property is fully developed for commercial use by various tenants. Commercial development in the City of Salisbury is served by independent waste haulers. Accordingly, the City will not be responsible for waste collection for the Annexed Property upon the annexation of the Annexed Property.

[illegible][illegible]MIL
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CALDEN ELECTION DISTRICT, WYCOMBE COUNTY, MARYLAND

[illegible]

VICINITY MAP: 1" = 2000'

SOUTH DIVISION STREET – S. DIV. ST. CONDO

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium. X 1,201,684.02 Y 187,177.01 (1) Thence by and with the said line of South Division Street South five degrees eleven minutes thirty-three seconds West ($S 5^{\circ} 11' 33'' W$) four hundred decimal zero, six (400.06) feet to a point at the southwest corner of the said Condominium land. X 1,201,647.81 Y 186,778.59 (2) Thence by and with the southerly line of the said Condominium land South eighty-nine degrees forty-six minutes thirty-five seconds East ($S 89^{\circ} 46' 35'' E$) three hundred thirty-four decimal two, zero (334.20) feet to a point on the aforementioned line of the Corporate Limits of Salisbury, MD, at the southeasterly corner of the said Condominium land. X 1,201,981.83 Y 186,777.29 (3) Thence by and with the easterly line of the said Condominium land North four degrees twenty-two minutes fifty-seven seconds East ($N 4^{\circ} 22' 57'' E$) three hundred ninety-nine decimal six, one (399.61) feet to a point at the northeasterly corner of the said Condominium land. X 1,202,012.36 Y 187,175.73 (4) Thence by and with the northerly line of the said Condominium land North eighty-nine degrees forty-six minutes thirty-five seconds West ($N 89^{\circ} 46' 35'' W$) three hundred twenty-eight decimal three, five (328.35) feet to the point of beginning.

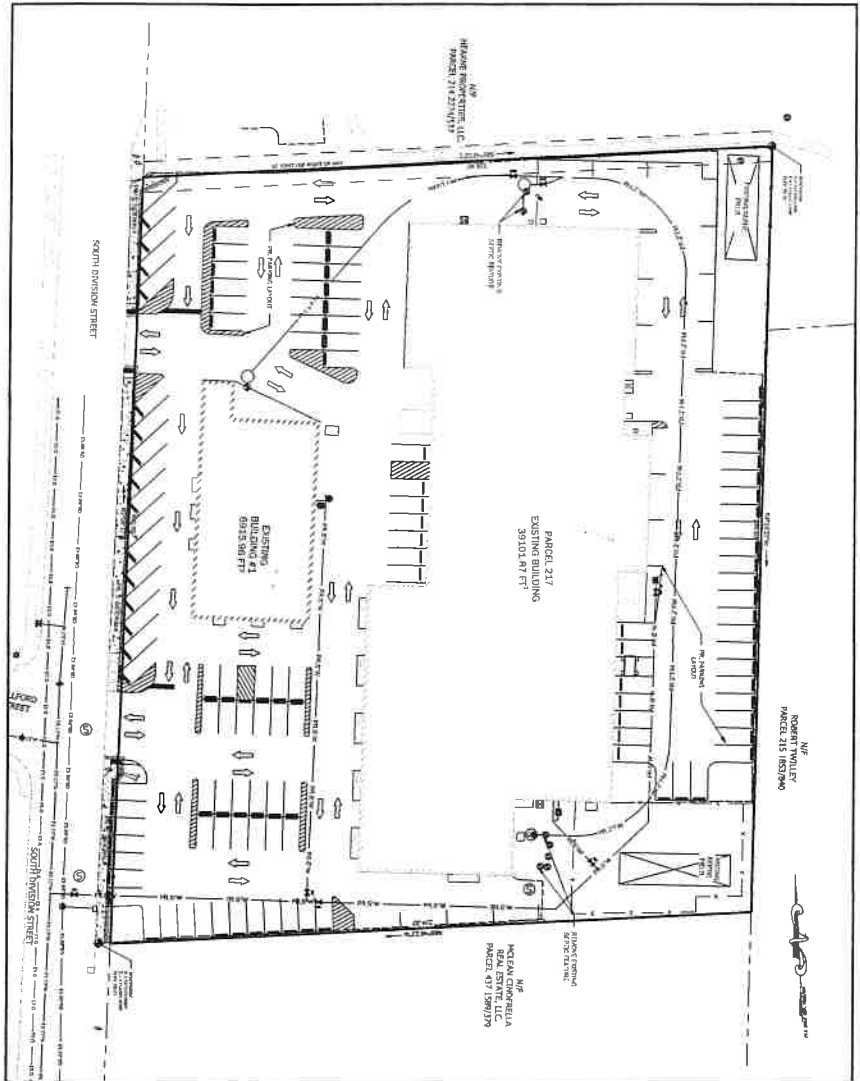
Annexation containing 3.03 acres, more or less.

GENERAL NOTES

- [illegible]

[illegible]

CITY OF SALISBURY STANDARD NOTES



LEGEND

- [illegible]

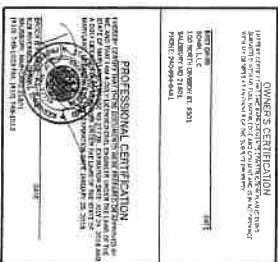
SHEET INDEX

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|---------|--------------------------|
| SHEET 1 | TITLE SHEET |
| SHEET 2 | EXISTING CONDITIONS/DEMO |
| SHEET 3 | SIDEWALK PLAN |
| SHEET 4 | SEWER / FOREMAIN PLAN |
| SHEET 5 | SEWER / FOREMAIN PROFILE |
| SHEET 6 | SEWER SYSTEM DETAILS |
| SHEET 7 | STRIPING PLAN |

VICINITY MAP 1"=250



TITLE SHEET
SOUTH DIVISION STREET



GRAPHIC SCALE



N/F
ROBERT TWILLEY
PARCEL 215 1853/840

N/F
HEARNE PROPERTIES, LLC
PARCEL 214 2274/537

N/F
MCLEAN CINDRELLA
REAL ESTATE, LLC
PARCEL 437 1589/379

- CONSTRUCTION NOTES:**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MARYLAND BUILDING CODE AND THE MARYLAND LAND DEVELOPMENT CODE.
 2. THE PROPOSED CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MARYLAND BUILDING CODE AND THE MARYLAND LAND DEVELOPMENT CODE.
 3. THE PROPOSED CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MARYLAND BUILDING CODE AND THE MARYLAND LAND DEVELOPMENT CODE.
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 14. THE PROPOSED CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MARYLAND BUILDING CODE AND THE MARYLAND LAND DEVELOPMENT CODE.

SEQUENCE OF CONSTRUCTION

1. DEMOLITION OF EXISTING BUILDING #1 AND BUILDING #2.

2. GRADING AND SITE PREPARATION.

3. FOUNDATION WORK FOR BUILDING #1 AND BUILDING #2.

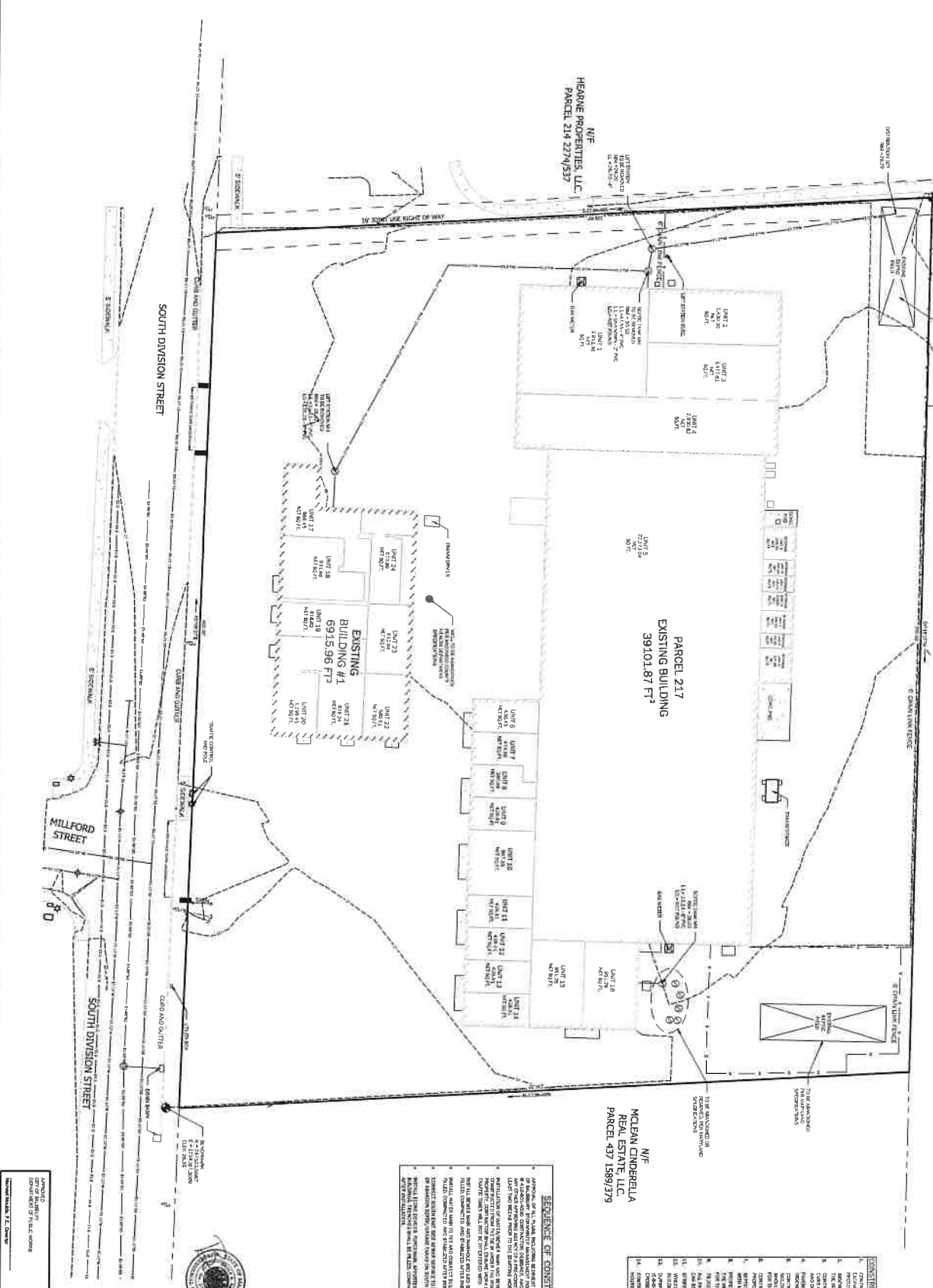
4. CONSTRUCTION OF BUILDING #1 AND BUILDING #2.

5. INTERIOR FINISHES FOR BUILDING #1 AND BUILDING #2.

6. EXTERIOR FINISHES FOR BUILDING #1 AND BUILDING #2.

7. LANDSCAPING AND SITE IMPROVEMENTS.

8. FINAL INSPECTION AND CERTIFICATION.



EXISTING CONDITIONS / DEMO
1305 SOUTH DIVISION STREET

305 South Division Street
For: Michelle Martial Arts
CITY OF SALESBURY, WICOMICO COUNTY, MARYLAND

3/4/2017

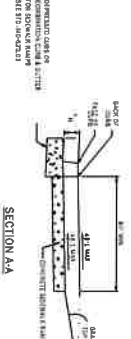
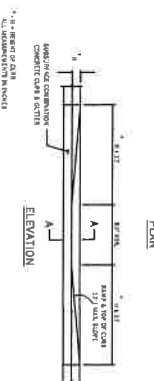
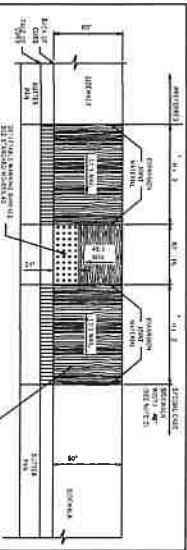
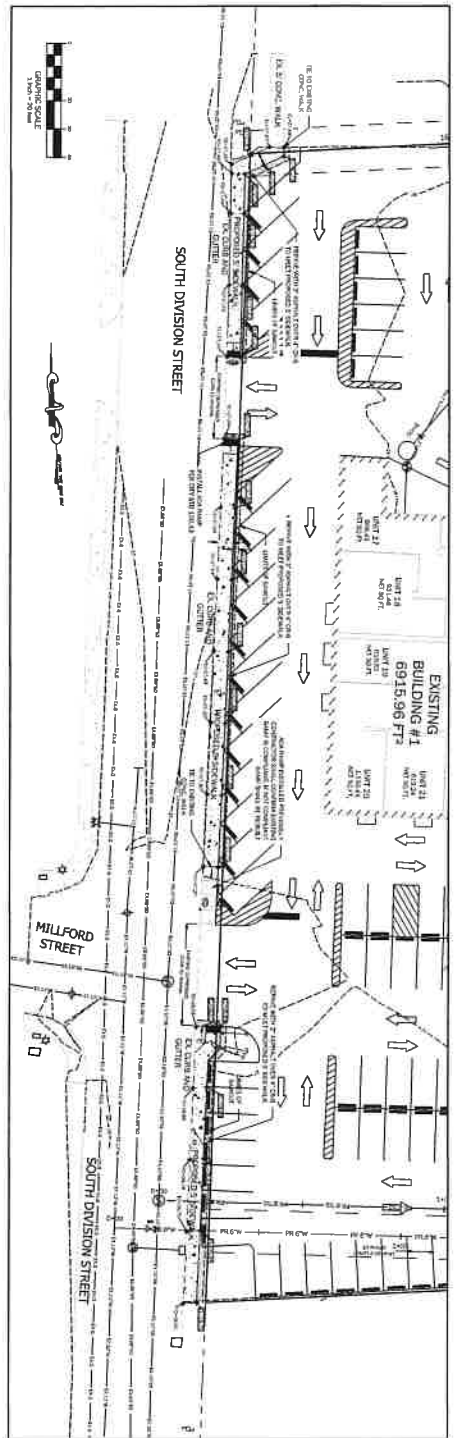
SHEET 2 OF 7

DATE: 3/4/2017

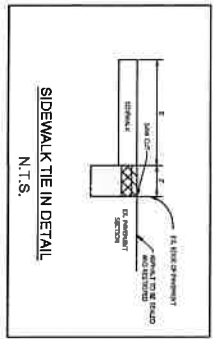
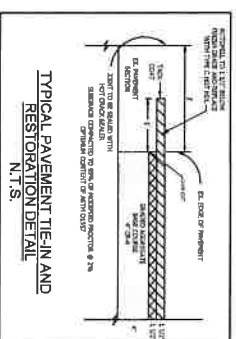
DESIGNED BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]



- NOTES**
1. TO BE USED TO PREPARE A PROPOSED SIDEWALK RESTORATION PLAN. THIS STANDARD WILL BE ADAPTED TO THE PROJECT'S SPECIFIC REQUIREMENTS.
 2. THE SIDEWALK SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER. THE SIDEWALK SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER.
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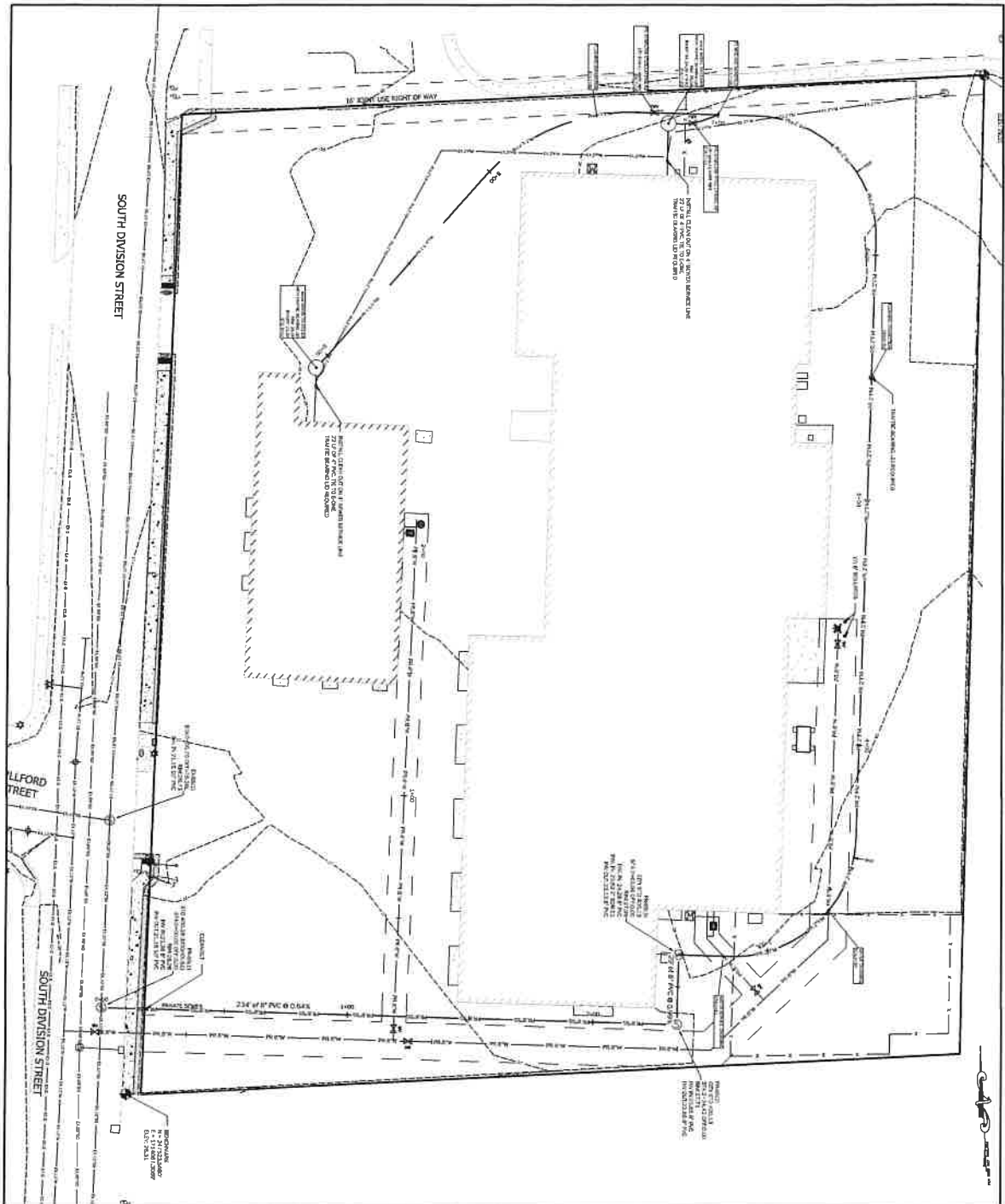
DESIGNED BY
DRAWN BY
CHECKED BY
DATE



SIDEWALK PLAN **1305 SOUTH DIVISION STREET**

1305 South Division Street
For Mitchell's Market Arts
CITY OF SALESBURY, WISCONSIN COUNTY, MILWAUKEE

SHEET 3 OF 7	
DATE	3/4/2017
BY	JD
CHECKED BY	JD
DATE	3/4/2017



GENERAL NOTES:

1. EXISTING SEWER LINES TO BE REMOVED OR RELOCATED TO BE SHOWN BY DASHED LINES.
2. ALL SEWER LINES SHALL BE 12\"/>

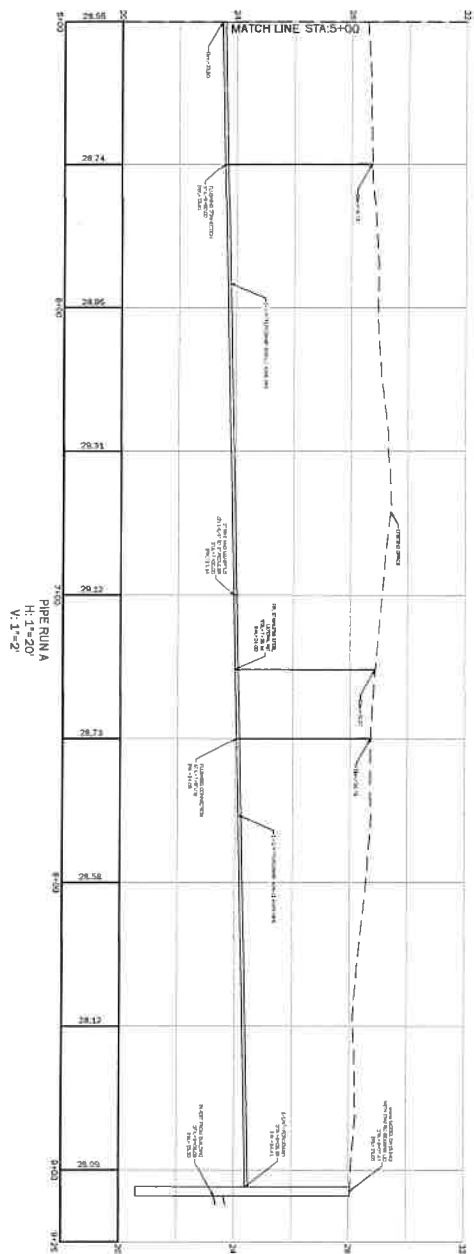
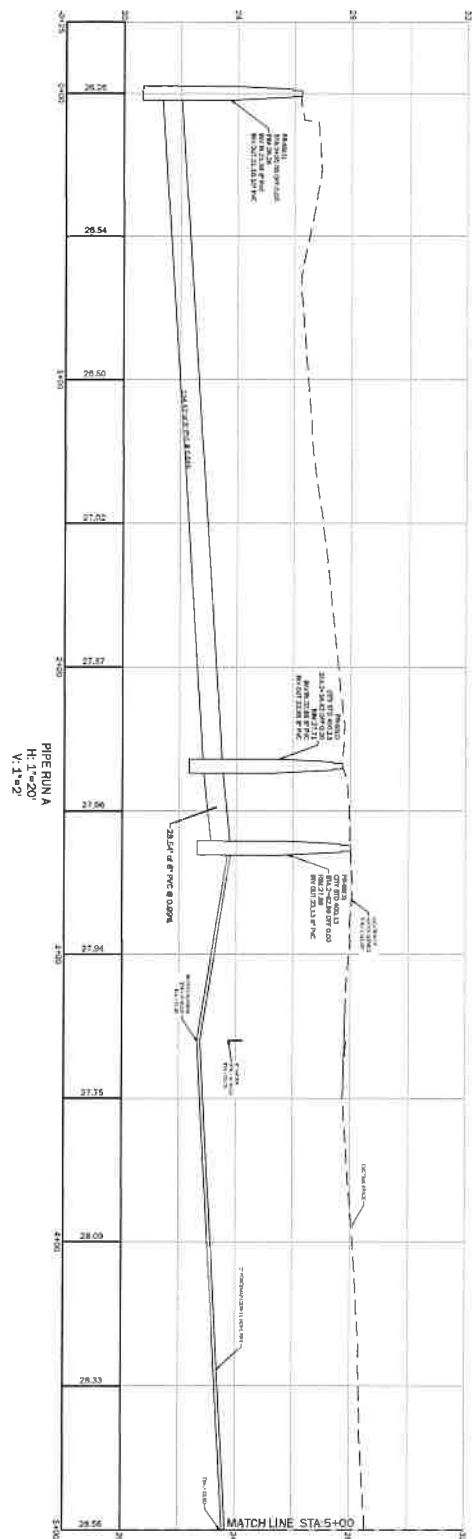


DESIGNED BY: J. J. DUNN
 CHECKED BY: J. J. DUNN
 DATE: 3/4/2017

SEWER / FORCEMAIN PLAN **1305 SOUTH DIVISION STREET**

1305 South Division Street For: Michelle Martial Arts CITY OF SALESBURY, WICOMICO COUNTY, MARYLAND	
DATE: 3/4/2017	BY: J. J. DUNN
PROJECT NO: 1305	SHEET NO: 217



SEWER / FORCEMAIN PROFILE
1305 SOUTH DIVISION STREET

1305 South Division Street
For: Mitchell Martial Arts
CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND

FILE	17-030	DATE	3/4/2017	FILE NO.	48	FILE	8
FILE NO.	17056	FILED BY	HJE	FILED	212		

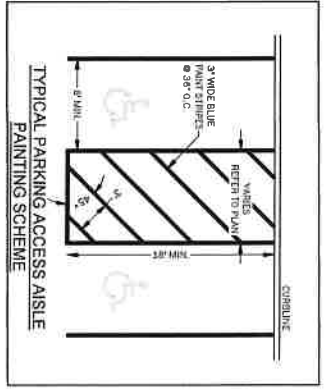
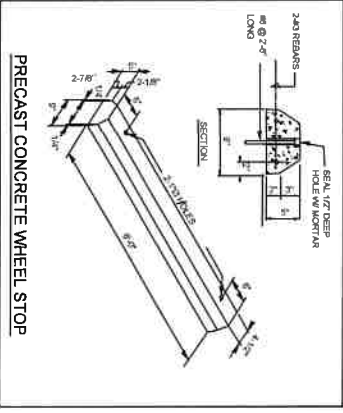
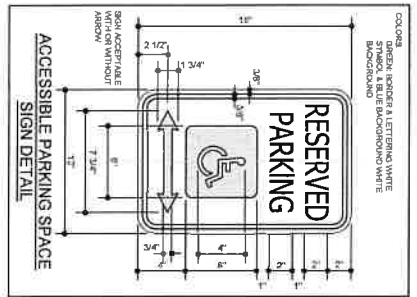
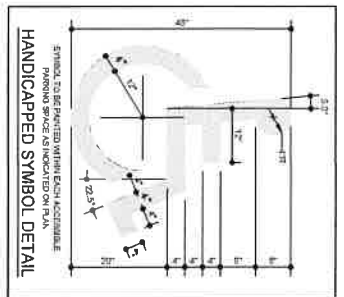
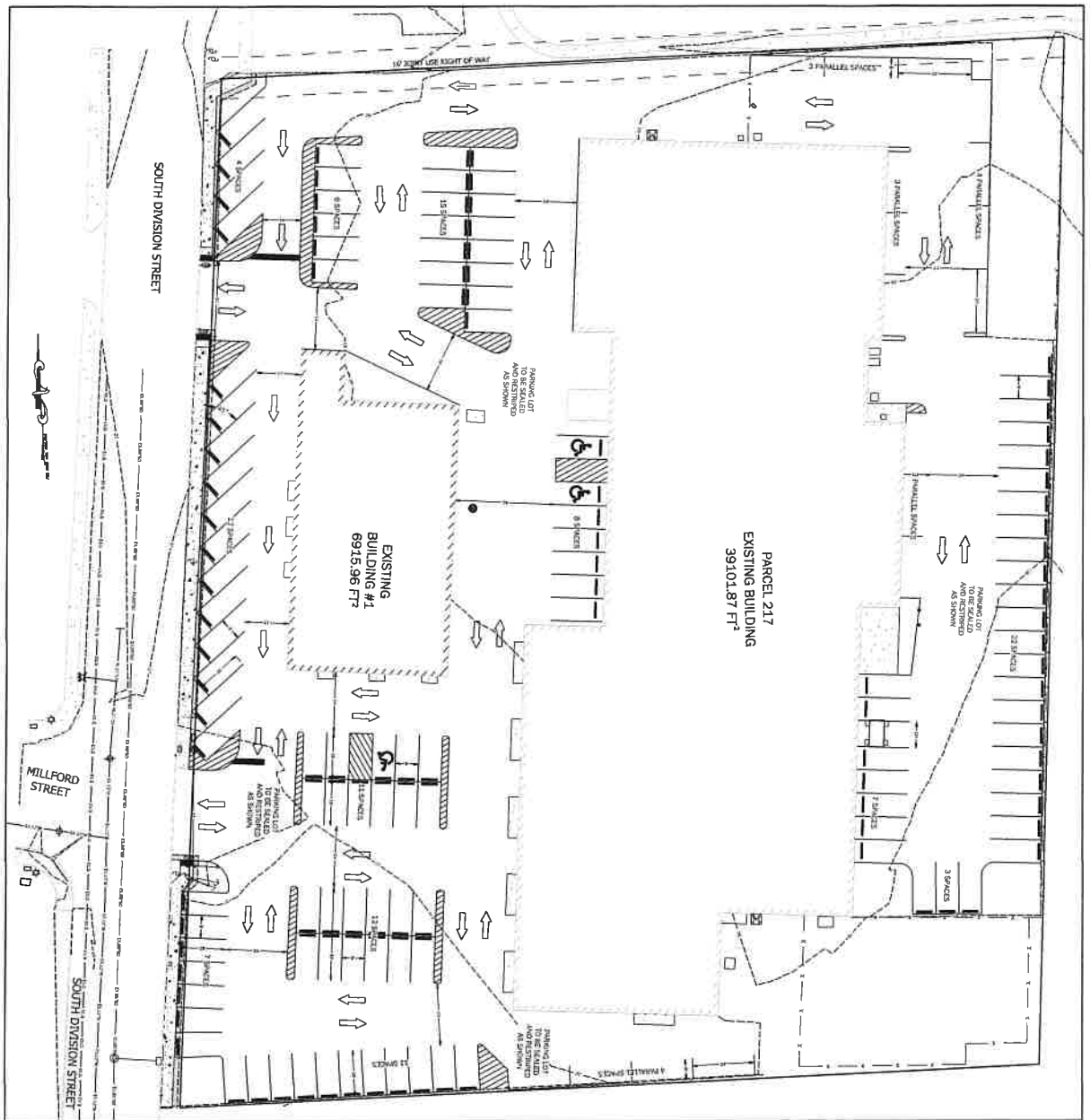
SHEET 5 OF 7

APPROVED: _____
CITY OF BIRMINGHAM
DEPARTMENT OF PUBLIC WORKS

City Engineer & _____
Utility Committee & _____

Noted Available, P.E., Director _____ DATE _____





PROJECT NO. _____
 DATE OF ISSUE _____
 DRAWN BY _____
 CHECKED BY _____
 APPROVED BY _____
 TITLE _____

STRIPING PLAN

1305 SOUTH DIVISION STREET

1305 South Division Street
Opp. Mitchell's Market Area
CITY OF SALESBURY, WISCONSIN COUNTY, MARYLAND

DATE: 3/4/2017

SCALE: 1" = 20'

PROJECT NO. 237

SHEET 7 OF 7

REVISIONS

NO.	DESCRIPTION	DATE
1	Parking lot	2/17

GRAPHIC SCALE

1" = 20'

Memo

To: City Council
From: Laura Soper
Subject: Revolving Loan to Microgrant Program
Date: 5/19/20

In response to the COVID-19 pandemic, we would like to transition some of the existing Revolving Loan fund into micro-grants available to our Downtown Salisbury business community. Currently, the City has \$279,552 in our Revolving Loan account. This proposal would repurpose $\frac{1}{4}$ of those funds for a micro-grant program, totaling \$69,888. The grants would be available on lottery basis for qualified Downtown businesses (must be within the Revolving Loan map area) and the maximum they could apply for is up to \$2,300.

Originally, these funds were provided to the City by HUD in the early 1980s for use on a bulkheading project. When they were unable to utilize them for that purpose, the City received authorization to transition them into a Revolving Loan account to spur new business development and aid with capital improvements. Over the years, HUD has authorized the City to make changes to the Revolving Loan guidelines to allow the program to be more flexible. Included with this proposal is authorization from Charles Halm, the Director of Community and Planning Development at HUD, to repurpose these funds into a microgrant program.

The application process will be overseen by my department and in order to apply, the business must fill out an application that will require them to demonstrate either a financial need for the grant and specify what it will be used for.

Additional Program Guidelines are as follows

- Must have been established prior to March 5, 2020 and have employed no more than 25 full-time people at that time
- Businesses must have a physical location in the Revolving Loan boundaries map, be in good standing with the State of Maryland Department of Assessments & Taxation, Wicomico County, and the City of Salisbury
- Must be engaged in activities that were regulated or impacted by the COVID-19 Maryland's State of Emergency and have a license/permit associated to that regulation
- Have no pre-existing tax liens or legal judgements prior to March 5, 2020
- The following organizations are not eligible for funding
 - Non-profits
 - Medical service providers
 - Home based businesses located in a residence



City of Salisbury

Jacob R. Day, Mayor

- Churches
- Banks & financial institutions
- Investment real-estate entities
- Food trucks
- National franchises
- Government agencies
- Grants will be awarded on a lottery basis, and applications will be accepted during a 1 week period when the program is started.
 - Only one application per business will be considered at this time
 - Applicants must remain in business 1 year after receiving the funding.

Funds Can Be Used For:

- Provide paid sick leave to employees unable to work due to the direct effect of the coronavirus
- Maintaining payroll and/or retaining employees during business disruptions or substantial shutdowns
- Meeting increased costs to obtain materials unavailable from the applicant's original source due to interrupted supply chains
- Making rent or mortgage payments
- Repaying obligations that cannot be met due to revenue losses
- Purchasing PPE or spending on safety measures to reduce the spread of COVID-19

The goal of the program is to provide funding to businesses that were most impacted by the mandated shutdowns. Businesses that were mandated to fully close (non-essential retail, salons, etc) would receive first priority in applying for the funding. (Tier 1) If funding is not fully expended on these types of businesses, secondary businesses that were impacted by partial shutdowns could apply and potentially received funding. (Tier 2)

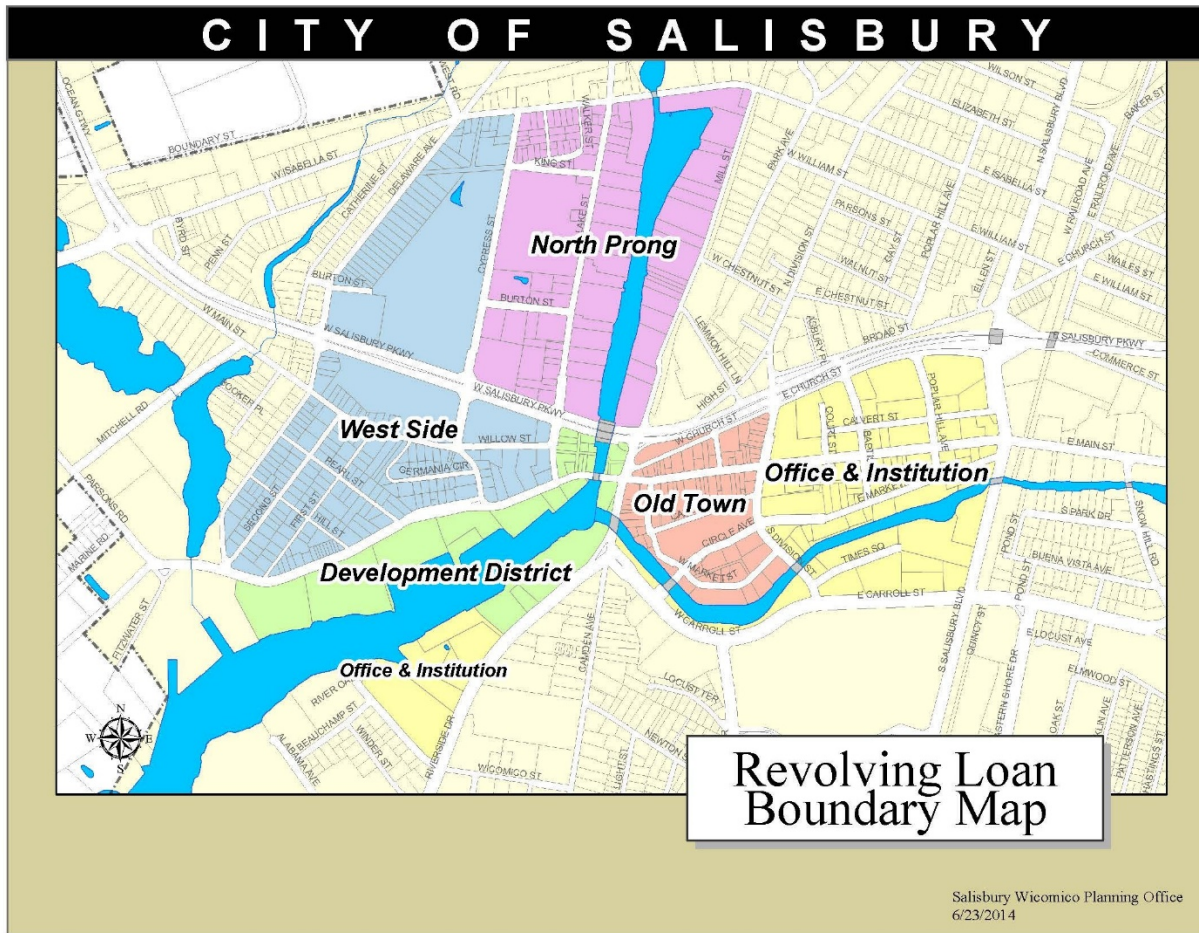
Process

1. An applicant can apply online or by email to LSoper@salisbury.md
2. The application will be reviewed by the Director of Business Development, an officer in the City of Salisbury Finance Department, and the Deputy City Administrator for completeness
 - a. The applicant must demonstrate a tangible and immediate need for funding
 - b. The applicant must certify that the funds will be used for the tangible and immediate need
3. Once the applicants are verified and approved, they will be classified by Tier 1 or Tier 2. Tier 1 applicants must meet all guidelines of the application process and demonstrate that they were mandated to be fully closed. Tier 2 applicants must demonstrate that they were mandated to partially close or saw a reduction in income as a result of COVID-19.
4. Tier 1 applicants will receive first priority and approved applications will be entered into a lottery system. If there are funds left over after the Tier 1 lottery system, a lottery will open for Tier 2 applicants.
5. Awardees will be selected at random and will receive the grant check via mail.
6. Awardees will be required to complete a disbursement form and must be able to produce receipts within 1 month of City approval.



City of Salisbury

Jacob R. Day, Mayor





U.S. Department of Housing and Urban Development

Baltimore Office
Bank of America Bldg Tower II
100 South Charles Street Suite 500
Baltimore, MD 21201

May 14, 2020

Ms. Julia Glanz
City Administrator
125 North Division Street
Salisbury, MD 21801

Dear Ms. Glanz:

SUBJECT: Revolving Loan Fund
Salisbury, Maryland
Repurposing One Quarter of the Revolving Loan Fund for Emergency Grants

Recently I had a telephone conversation with Laura Soper, the City's Director of Business Development, concerning a proposal to repurpose some of the current balance of the Revolving Loan Fund for a micro-grant program. That program would assist qualified Downtown businesses to provide funds to assist businesses with assistance for a variety of purposes, all related to the adverse impact of the COVID-19 social distancing on those businesses and their employees.

Because HUD community development assistance was the original source for the revolving loan fund, the City is asking the CPD Division in the HUD Baltimore Office to comment on this change, as it has done in the past when changes are proposed to the design of the fund.

The City followed up that conversation with your letter, which states that that City "thought it prudent to have the express approval to repurpose these funds for use in a micro-grant program to serve our business community that is suffering in the wake of the COVID-19 pandemic." A memo describing the proposed design of the program was enclosed with your letter.

We are pleased to inform you that the program design is indeed compatible with the uses of these funds originally authorized by HUD.

In addition, we also note that the CARES Act, recently enacted to provide assistance to various segments of the American people in these challenging times, included \$5 billion in Community Development Block Grant (CDBG) funding to prevent, prepare for, and respond to the coronavirus pandemic. Those funds include \$227,905 for the City of Salisbury (a CDBG entitlement grantee), its share of the first \$2 billion allocated to specific CDBG grantees.

This Office applauds the City's effort to use a portion of the Revolving Loan Fund to address the special needs of Downtown businesses at this time, certainly an effort to "respond to the coronavirus pandemic." We have absolutely no qualms about the proposed repurposing of some of the Revolving Loan Fund for the uses described in your letter and in the memo.

HUD nationally is in a mandatory telework status. If there are any questions about this matter, please feel free to contact me by phone at [REDACTED] (home phone) or [REDACTED] (cellphone) or by email at charles.e.halm@hud.gov.

Sincerely

Charles Halm

Charles Halm
Director
Community Planning and Development

cc:
Laura Soper

RESOLUTION NO. 3040

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, TRANSITIONING SIXTY NINE THOUSAND EIGHT HUNDRED EIGHTY EIGHT DOLLARS (\$69,888.00) FROM THE REVOLVING LOAN FUND TO A MICRO-GRANT PROGRAM TO AID SMALL BUSINESSES IN THE WAKE OF THE COVID-19 PANDEMIC.

WHEREAS, the Mayor and City Council of the City of Salisbury have established a Revolving Loan fund to aid in the revitalization of the Downtown area; and

WHEREAS, there is currently Two Hundred Seventy Nine Thousand Five Hundred Fifty Two Dollars (\$279,552.00) in the fund and the Mayor and City Council wish to repurpose one-fourth of those funds to help businesses most affected by mandated shutdowns in the wake of the COVID-19 pandemic; and

WHEREAS, these funds were originally provided by HUD, and its approval of this repurposing was granted by its Director of Community Planning and Development in a May 14, 2020 letter, a copy of which is attached; and

WHEREAS, eligible businesses within the Revolving Loan boundaries could apply for a maximum of Two Thousand Three Hundred (\$2,300.00) for use in accordance with grant rules to pay sick leave, maintain payroll, meet increased costs, pay commercial rents/mortgages or other obligations, to purchase PPE, or to spend on safety measures to reduce the spread of COVID-19; and

WHEREAS, applications would be reviewed by the Director of Business Development, Deputy City Administrator, and an officer of the City of Salisbury Finance Department for completeness and eligibility; and

WHEREAS, applicants would be entered into a lottery system after submitting an eligible application; and

WHEREAS, funds would be disbursed to applicants selected by the lottery system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland that the repurposing of Sixty Nine Thousand Eight Hundred Eighty Eight Dollars (\$69,888.00) of the City's Downtown Revolving Loan Fund balance is hereby authorized.

The above Resolution was introduced, read and passed at the regular meeting of the Salisbury City Council on the 8th day of June, 2020.

Kimberly R. Nichols
CITY CLERK

John R. Heath
PRESIDENT, City Council

APPROVED by me this
_____ day of _____ 2020

Julia Glanz
City Administrator

AS AMENDED ON JUNE 8, 2020
ORDINANCE NO. 2593

AN ORDINANCE APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE GOVERNMENT AND ADMINISTRATION OF THE CITY OF SALISBURY, MARYLAND FOR THE PERIOD JULY 1, 2020 TO JUNE 30, 2021, ESTABLISHING THE LEVY FOR THE GENERAL FUND FOR THE SAME FISCAL PERIOD AND ESTABLISHING THE APPROPRIATION FOR THE WATER AND SEWER, PARKING AUTHORITY, CITY MARINA, AND STORM WATER FUNDS.

BE IT ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule A – Operating Budget Appropriations are hereby appropriated for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021 to fund operations of the City of Salisbury, Maryland.

BE IT FURTHER ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule B – Capital Project Appropriations are hereby appropriated for Capital Projects.

BE IT FURTHER ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule C – Anticipated Grant Expenditures are hereby appropriated for the grants listed, and the Mayor is authorized to enter into any necessary agreements or memoranda in order to receive and expend these funds.

BE IT FURTHER ORDAINED that:

- 1) The tax levy be, and the same be hereby set, at \$.9832 per \$100 of assessed valuation of all real property, at \$3.51 per \$100 of assessed valuation for all personal property categorized as utilities, and at \$2.40 per \$100 of assessed valuation for all other personal property subject to taxation by the City of Salisbury for General Fund purposes, including debt service purposes (exclusive of revenues derived from the Water and Sewer Fund for debt service purposes attributed to water and sewer activities); and
- 2) All taxes levied by this ordinance shall be liens from and after July 1, 2020 and shall be due and payable as specified in Title 14 of the Tax Property article of the Annotated Code of Maryland, as amended;

AND BE IT FURTHER ORDAINED by the Salisbury City Council that a public hearing on the proposed budget ordinance was held at 4:30 PM on May 18, 2020 via Zoom.

AND BE IT FURTHER ORDAINED by the Salisbury City Council that this Ordinance shall take effect upon final passage.

44
45
46 THIS ORDINANCE was introduced and read at a special meeting of the Council of the City
47 of Salisbury held on the 27th day of April, 2020, and having been published as required by
48 law, in the meantime, was finally passed by the Council on the 8th day of June, 2020.
49

50
51 **ATTEST:**
52

53
54
55 _____
56 Kimberly R. Nichols, City Clerk

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

60 APPROVED BY ME THIS ____ day of _____, 2020.
61

62
63 _____
64 Julia Glanz, City Administrator
65

66 **Schedule A - Operating Budget Appropriations**

67				
68	1)	General Fund – for the general municipal purposes of the City of Salisbury:		
		City Council / City Clerk	257,804	256,804
		Mayor's Office/ Development Services	1,907,478	1,872,865
		Finance	745,209	745,209
		Procurement / Municipal Buildings	563,723	564,303
		City Attorney	355,000	355,000
		Information Technology	611,061	611,061
		Police	14,168,624	14,168,624
		Fire	10,180,062	10,180,062
		Housing and Community Development	1,148,528	1,148,528
		Infrastructure and Development	1,587,840	1,587,840
		Field Operations	7,219,521	7,236,370
		Debt Service & Other Uses	6,264,591	6,294,488
		Total	45,009,441	45,021,154
69	2)	Parking Authority Fund – for the special assessment district known as the Parking Authority		
		Total	831,747	831,747
70	3)	Water Sewer Fund - for operations of the water and sewer departments		
		Total	18,126,081	18,126,081
71				
72	4)	Marina Fund – for the operations of the enterprise known as the City Marina		
		Total	111,542	111,542
73	5)	Storm Water Fund – for the operations of the enterprise known as the Storm Water Fund		
		Total	695,355	695,355
74				
		Grand Total	64,774,166	\$ 64,785,879

Schedule B – Capital Project Appropriations (1 of 2)

General Capital Projects

Dept	Project	Amount	Funding Source					
			PayGO Gen Fund	PayGO Storm Water	Grant	Contrib.	Prior Yr Bond	FY22 Bond
	General Government							
GOB	GOB Roof and Air Handler Replacement	175,000					175,000	
IT	Computer Aided Dispatch (CAD) Replacement	50,000					50,000	
	Field Operations	-						
Field Op	Church St Storm Water Pipe Rehabilitation Lining	130,550		130,550				
Field Op	Special Events Pavilions	90,000			90,000			
Field Op	ADA: Ramp and Bathroom Conversion	40,000						40,000
Field Op	Field Operations Facility Plan - Phase 2	2,000,000						2,000,000
Field Op	2 One Ton Dump Trucks (Sanitation & Parks)	140,000					140,000	
	Infrastructure & Development	-						
I & D	Port Exchange Riverwalk Replacement	114,000					-	114,000
I & D	Street Scaping (Town Square)	750,000					750,000	
I & D	Rail Trail Master Plan Implementation	250,000					250,000	
I & D-SW	Waste Shark	25,000		25,000				
	Total	3,764,550	-	155,550	90,000	-	1,365,000	2,154,000

Schedule B – Capital Project Appropriations (2 of2)

Project		Funding Source					
		Transfer PayGO	Lawsuit Proceeds	Grant	Impact Funds	Lawsuit Proceeds	Reallocate Bonds
<u>Water Sewer Capital Project Fund:</u>							
Structural Study	75,000						75,000
Restore Park Well Field	175,000					175,000	
Filter Replacement Project	306,000					306,000	
Replace Distribution Piping & Valves	100,000					100,000	
Park Plant Flow Meter Replacement	250,000					250,000	
Sewer Trunk Line Rehabilitation Lining	150,000					150,000	
Pump Stations Improvements	250,000					250,000	
Paleo Well 3	0				1,231,000	-1,231,000	
Park Water Treatment Plant Interior Improvements	100,000						100,000
Total >>	1,406,000	0		0	1,231,000	0	175,000

Notes:

- (1) The above schedule authorizes changing the source of funding of \$1,231,000 for Paleo Well 3 from lawsuit proceeds to Impact Funds since this project will enhance growth. The \$1,231,000 in lawsuit proceeds, made available by this change, will then be used to fund the projects with amounts in the Lawsuit Proceeds column.

Schedule C - City Fiscal Year 2021 Appropriations for Grant-Funded Expenditures (1 of 2)

[illegible]

Schedule C - City Fiscal Year 2021 Appropriations for Grant-Funded Expenditures (2 of 2)

Salisbury Fire Department										
FY17 - Staffing -Adequate Fire & Emergency Response (SAFER)	1,527,738	1,527,738		536,772	91001-599124	9/11/2018	9/30/2022	Federal	97.083	DHS / FEMA
FY21 - Salisbury Wicomico Firstcare Team (SWIFT)	150,000		150,000	N/A	N/A	7/1/2020	6/30/2021	Private	N/A	WiCHD / CareFirst
FY19 - Assistance to Firefighters Grant (AFG)	113,000		113,000	11,300	91001-599124	11/12/2019	11/11/2020	Federal	97.044	DHS / FEMA
FY20 - Port Security Grant (PSG - 1 project)	25,000		25,000	N/A	N/A	9/1/2020	8/31/2023	Federal	97.056	DHS / FEMA
FY20 - CARES Act Provider Relief Fund - HHS	87,423		87,423	N/A	N/A	1/31/2020	1/31/2021	Federal	None	HHS / Stimulus
FY20 - Maryland Community Health Resources Commission (MCHRC)	270,000		270,000	N/A	N/A	5/1/2020	4/30/2022	State	N/A	MCHRC
FY20 - Community Foundation of the Eastern Shore (CFES) - PPE Grants (2 @ 2,000 ea.)	4,000		4,000	N/A	N/A	4/21/2020	4/21/2021	Private	N/A	CFES
FY20 - Community Foundation of the Eastern Shore (CFES) - SWIFT Transportation	1,500		1,500	N/A	N/A	5/12/2020	5/12/2021	Private	N/A	CFES
FY20 - Assistance to Firefighters Grant-Supplemental (AFG-S) - COVID-19 - PPE	100,000		100,000	10,000	91001-599124	5/30/2020	5/29/2021	Federal	97.044	DHS / FEMA
Salisbury Police Department										
FY17, 18 & 19 - COPS Grant	250,000	250,000		N/A	N/A					
FY21 - Bulletproof Vest Partnership	25,000		25,000	N/A	N/A	10/1/2020	9/30/2022	Federal	16.607	Dept. of Justice
FY21 - MD Criminal Intelligence Network (MCIN)	369,924		369,924	30,000	91001-599121	7/1/2020	6/30/2021	State	N/A	GOCCP
FFY20 - Edward Byrne Memorial JAG	26,000		26,000	N/A	N/A	10/1/2020	9/30/2023	Federal	16.738	Dept. of Justice
FY21 - Gun Violence Reduction Initiative	30,000		30,000	3,500	91001-599121	7/1/2020	6/30/2021	State	N/A	GOCCP
FFY21 - MD Highway Safety Office - Impaired Driver (DUI)	6,000		6,000	5,084	91001-599121	10/1/2020	9/30/2021	Federal	20.616	US DOT / MHSO
FFY21 - MD Highway Safety Office - Aggressive Driver	4,000		4,000	3,398	91001-599121	10/1/2020	9/30/2021	Federal	20.600	US DOT / MHSO
FFY21 - MD Highway Safety Office - Distracted Driver	3,000		3,000	2,555	91001-599121	10/1/2020	9/30/2021	Federal	20.600	US DOT / MHSO
FY21 - Wicomico County Circuit Court - Drug Court	12,000		12,000	5,800	91001-599121	7/1/2020	6/30/2021	County	N/A	Circuit Court
FY18 - Wicomico County Adult Drug Treatment Court	443,469	443,469		N/A	N/A	1/1/2020	12/31/2022	Federal	16.585	Dept. of Justice
FFY21 - U.S. Marshals Program	20,000		20,000	12,013	91001-599121	10/1/2020	9/30/2021	Federal	16.111	US Marshals
Total	\$ 6,031,391	\$ 2,258,707	\$ 3,772,684	\$ 679,922						

Some of the Community Development grants will require an FY21 match totaling **\$59,500**, which will be transferred from account number **91001-599120**

Some of the Police Dept. grants will require an FY21 match, totaling **\$62,350**, which will be transferred from account number **91001-599121**.

Some of the Fire Dept. grants will require an FY21 match, totaling **\$558,072** which will be transferred from account number **91001-599124**.

The Infrastructure & Development Dept. has applied for a FY21 Governor's Capital Projects grant. The match for this grant will be covered by Bond funds, Water & Sewer funds and other grant funds previously awarded.

The Infrastructure & Development Dept. has applied for a FY20 - MEA Maryland Smart Energy Communities (MSEC) grant. The match for this grant of \$10,000 will be covered by Traffic (Org 22000) in kind labor.

DID has been awarded a FY20 FEMA HMGP grant for an acquisition-demolition project at 106 Middle Neck Lane. The match for this grant of \$28,505 will be covered by Field Ops (Org 31150) in kind labor (demolition).

* Revenue for the EDA grant was accepted previously via Ord. 2530. Matching funds in the amount of **\$33,500** will come from the GF, and an additional \$4,000 in donations has been received from local businesses, for a total match of \$37,500

This schedule serves to appropriate funds up to the amount listed and authorize the Mayor to expend grant funds for these programs up to the appropriation amount. Accounts will only be budgeted up to the amount included in the award letter.

Awards that exceed the appropriation amount will require further council action. This also serves to authorize the Mayor to enter into any necessary agreements, contracts, or memoranda.

ORDINANCE NO. 2594

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO ESTABLISH THAT THERE IS NO RATE CHANGE FOR WATER AND SEWER RATES. IT IS EFFECTIVE FOR ALL BILLS DATED OCTOBER 1, 2020 AND THEREAFTER UNLESS AND UNTIL SUBSEQUENTLY REVISED OR CHANGED.

WHEREAS, the water and sewer rates must be revised in accordance with the proposed Fiscal Year 2021 Budget of the City of Salisbury and the appropriations thereby made and established for purposes of the Water and Sewer Departments.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF SALISBURY THAT the following water and sewer rate schedule shall be adopted by the City of Salisbury:

A. Water and Sewer Rate Schedules:

Schedule I Metered Water Charges – In City Rates

Residential and Small Commercial

Minimum Charge	\$22.45/ quarter
Commodity Charge	\$3.35/ thousand gallons

Commercial

Customer Charge	\$420.08/ quarter
Commodity Charge	\$1.95/ thousand gallons

Large Commercial/Industrial

Customer Charge	\$649.22/ quarter
Commodity Charge	\$1.55/ thousand gallons

Schedule II Metered Water Charges – Outside City Rates

Residential and Small Commercial

Minimum Charge	\$44.90/ quarter
Commodity Charge	\$6.70/ thousand gallons

Commercial

Customer Charge	\$840.17/ quarter
Commodity Charge	\$3.90 thousand gallons

Large Commercial/Industrial

Customer Charge	\$1,298.45/ quarter
Commodity Charge	\$3.14 thousand gallons

47 Schedule III Metered Water Charges – Wor-Wic Community College and Urban Service District
48 Rates
49

50 Residential and Small Commercial

51 Minimum Charge \$33.66/ quarter
52 Commodity Charge \$5.03/ thousand gallons
53

54 Commercial

55 Customer Charge \$630.13/ quarter
56 Commodity Charge \$2.92/ thousand gallons
57

58 Large Commercial/Industrial

59 Customer Charge \$973.84/ quarter
60 Commodity Charge \$2.35/ thousand gallons
61

62 Schedule IV Sewer Charges – In City Rates
63

64 Residential and Small Commercial

65 Minimum Charge \$55.45/ quarter
66 Commodity Charge \$8.31/ thousand gallons
67

68 Commercial

69 Customer Charge \$1,047.42/ quarter
70 Commodity Charge \$4.84/ thousand gallons
71

72 Large Commercial/Industrial

73 Customer Charge \$1,615.69/ quarter
74 Commodity Charge \$3.87/ thousand gallons
75

76 Schedule V Sewer Charges – Outside City Rates
77

78 Residential and Small Commercial

79 Minimum Charge \$110.91/ quarter
80 Commodity Charge \$16.64/ thousand gallons
81

82 Commercial

83 Customer Charge \$2,094.82/ quarter
84 Commodity Charge \$9.65/ thousand gallons
85

86 Large Commercial/Industrial

87 Customer Charge \$3,231.39/ quarter
88 Commodity Charge \$7.76/ thousand gallons
89

90 Schedule VI Sewer Charges – Wor-Wic Community College and Urban Service District Rates
91

92 Residential and Small Commercial

93 Minimum Charge \$83.18/ quarter
94 Commodity Charge \$12.48/ thousand gallons

Commercial	
Customer Charge	\$1,571.12/ quarter
Commodity Charge	\$7.23/ thousand gallons
Large Commercial/Industrial	
Customer Charge	\$2,423.53/ quarter
Commodity Charge	\$5.83/ thousand gallons

Schedule VII Sewer Charges – Sewer Only Customers

Rate	Number of fixtures	Quarterly In City Rate	Quarterly Outside City Rate	Quarterly Urban Service District Rate
1	One to two fixtures	\$70.92	\$141.84	\$106.38
2	Three to five fixtures	\$106.38	\$212.77	\$159.57
3	Six to twenty fixtures	\$152.90	\$305.79	\$229.34
	For every five fixtures over twenty	\$63.05	\$126.09	\$94.57

Schedule VIII Commercial and Industrial Activities

	Annual In City Rate	Annual Outside City Rate
1) For each fire service	\$373	\$746
2) For each standby operational service	\$373	\$746

B. Definitions:

Residential and Small Commercial Customers – These customers have average water utilization of less than 300,000 gallons in a quarter.

Commercial Customers – These customers have average water utilization of 300,000 gallons to 600,000 gallons per quarter.

Large Commercial/Industrial – These customers have average water utilization over 600,000 gallons per quarter.

Average Water Utilization Per Quarter – This will be based on annual consumption divided by 4 to get average quarterly water utilization.

C. Calculation of Bills:

For Residential and Small Commercial Customers – The minimum charge for both water and sewer will apply if water service is turned on at the water meter and usage is 0-6,000 gallons per quarter. Only the City can turn a meter on and off. For usage of 7,000 gallons and above, the commodity charge will be applied for each 1,000 gallons used and the minimum charge will not be applied.

For Commercial and Large Commercial/Industrial Customers – Every quarterly bill will receive a customer charge for both water and sewer. Then for each thousand gallons used the appropriate commodity charge will be applied.

AND BE IT FURTHER ORDAINED AND ENACTED that this Ordinance was introduced at a meeting of the City Council held on 27th day of April, 2020 and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the 8th day of June, 2020 and is to become effective with bills dated October 1, 2020 and after.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Julia Glanz, City Administrator

AS AMENDED ON JUNE 8, 2020
ORDINANCE NO. 2595

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO SET FEES FOR
FY 2021 AND THEREAFTER UNLESS AND UNTIL SUBSEQUENTLY REVISED OR
CHANGED.

WHEREAS, the fees charges by the City are reviewed and then revised in accordance
with the adoption of the Fiscal Year 2021 Budget of the City of Salisbury; and

WHEREAS, the fees listed in the attached FY 2021 Fee Schedule, Exhibit 1, are an
attempt to identify and list all fees, some of which are revised in accordance with the adoption of
the Fiscal Year 2021 Budget of the City of Salisbury; and

WHEREAS, some of the fees may have been inadvertently omitted from the schedule,
any existing fees not listed in the attached FY 2021 Fee Schedule shall remain as currently set
forth in the Salisbury Municipal Code.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF
THE CITY OF SALISBURY THAT the fee amounts included in the attached Exhibit 1 – FY
2021 Fee Schedule - shall be adopted by the City of Salisbury and the amounts set forth therein
shall supersede the corresponding fee amounts prescribed in the Salisbury Municipal Code until
one or more of the said fees are subsequently amended.

AND BE IT FURTHER ORDAINED AND ENACTED that this Ordinance was
introduced at a meeting of the City Council held on the 27th day of April, 2020 and duly passed at
a meeting of the Council of the City of Salisbury, Maryland held on the 8th day of June, 2020
and is to become effective as of July 1, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS _____ day of _____, 2020.

Jacob R. Day, Mayor

FY 2021 Fee Schedule

Licenses			
Alarm Company	75 80	Per year, Per Code 8.040.30	Police Dept
Amusement		Per Code 5.24.020	Finance
1-5 Machines	500	Per year	
6-10 machines	665	Per year	
11-15 machines	830	Per Year	
Greater than 15 machines	1,500	Per Year	
Billboard License	0.5 0.55	Per Year, per square foot	Finance
Transient Merchants and Mobile Vendors		Per Code 5.32.070	Bus Dev
New application	50 100		
Renewal	50	Per year	
Hotel License	50	Per Code 5.68.060	Bus Dev
Door to Door Solicitors	50	Plus \$40 background check performed, Per year, Per Code 5.34.070	City Clerk
Pool Table		Per Code 5.48.020	Finance
1	10	Each	
Additional tables over 1	5	Each	
Restaurant	75 80	Per year, Per Code 5.52.060	Finance
Theatre	75	Per year, Per Code 5.60.040	Police Dept
Towing Company			Police Dept
Application Fee	75 80		
License	75 80	Per Code 5.64.030	

Misc. Fees (by Business Development)			
Food Truck Pad Rental	50	Per month	
Trolley Rental Fee			
Hourly rate	150	Per hour, private event or for-profit business	
Hourly rate	125	Per hour, non-profit or government entity	

Misc. Fees (by Finance)			
Return Check Fee	40		

Misc. Fees (by City Clerk)			
Sale of Code Book		Each, Set by Resolution, Per Code 1.04.080	
Financial Disclosure Statement Late Fee	20	Per day for 5 days, then \$10 per day up to max of \$250; Per Code 1.12.060	
Circus or Horsemanship Event Fee	75	Per day, Per Code 5.44.010	
Other Exhibitions	5	Per day, Per Code 5.44.010	
Commercial Sound Truck Operation Fee	1	Per Code 8.20.080	
Filing Fee (Mayoral Candidates)	25	SC-8	
Filing Fee (City Council Candidates)	15	SC-8	
Bankrupt, Fire and Close-out sales	5	Per month, Renewal – \$50/month, Per code 5.16.010	

FY 2021 Fee Schedule

Landlord Licenses and Other Misc. fees (by the HCDD Department)		
Landlord License Fee 1st Year	135 120	Per Code 15.26.050
Landlord License Unit Registration 1st Year	135 120	Per Code 15.26.040
Landlord License Fee Renewal		Per Code 15.26.060
if paid by March 1st	75 60	
if paid 3/2 - 7/1	140 125	
if paid > 7/1	270 255	
Landlord License Unit Registration Renewal		Per Code 15.026.060
if paid by March 1st	75 60	per unit
if paid 3/2 - 7/1	140 125	For first unit plus \$88 for each additional unit
if paid > 7/1	270 255	For first unit plus \$96 for each additional unit
Administrative Fee for Fines	100	
Fore Closed Property Registration	25	One time fee, Per Code 15.21.040
Re-inspection Fee	100	On each citation, Per Code 15.27.030
Vacant Building Registration	200	Per year, Per Code 15.22.040
Vacant Building Registration 1st Year, prorated		
If registered/paid:		
7/1-9/30	200	
10/1-12/31	150	
1/1-3/31	100	
4/1-6/30	50	
Historic Application Fee	25	
Change in Occupancy Fee	50	
Change in Use Fee	200	
Community Center Rental Fee		
Truitt Community Center – Gymnasium	35	Per hour
Truitt Community Center – Multi-purpose Field	10	Per hour
Newton Community Center – Community Room	20	Per hour
Newton Community Center – Kitchen	20	Per hour
Newton Community Center – Resource Office	15	Per hour
Community Center – Supplies, per Item	Vary	Each
Community Center – Equipment, per Item	Vary	Each

Misc. Fees (by Field Operations)		
Outdoor Rental Space – Small Family Functions, up to 20 people		
Park Pavilion	25	Per day
Outdoor Rental Space – Large Private Function or Public Events		
Park Pavilion (with restrooms)	75	Per Day W/O RR
Rotary/Bandstand, Doverdale, Lake Street	100	Per Day W RR
Amphitheater	160	Per day

FY 2021 Fee Schedule

Park Pavilion (no restrooms): Jeanette P. Chipman Boundless, Kiwanis, Marina Riverwalk, Market Street, Newton-Camden Tot Lot, Waterside	50	Per day
Streets /Parking Lots	100 1 st St and 50 each add	Per day
5K Race	150	Per day
City park, designated park area or amenity not listed	50	Per day
Ball field/ Basketball Court / Tennis Court	10 and 40 w/lights	Per hour
Personnel		
Site Supervisor Suggest \$25.00/ Site Coordinator	15	Per hour
Maintenance Labor	15	Per hour
Security/Police/EMS/FIRE (per person)	55	Per hour. 3 hours minimum or \$165
Supplies & Equipment		
Maintenance Supplies (as required)	Vary	
Sports Equipment	Vary	
Additional Trash Cans - Events with over 200 people require additional trashcans, recycle or compost bin and a recycling plan.	5	Per Container
Barrier Fence (Snow Fence)	1	Per Linear Foot
Traffic Control Devices		
Hard Stop Dump truck/other	50	Per day
Digital Msg. Board	50	Per day
Street Barricades	10	Each per day
Cones	1	Each per day
Traffic Control Sign	10	Each per day
Jersey Barrier	600	Minimum 4, delivery, set-up and remove

Waste Disposal Fees (by Field Operations)

Trash Service	56 59	Per quarter, Per Code 8.16.090
Bulk Trash Pick up	25	For three items, additional amounts for specific items, Per Code 8.16.060
Trash Cans	74	Per can (plus \$4.44 tax), Per Code 8.16.060

Water/Sewer Misc. Fees (by Water Works)

Water & Sewer Admin Fee (Late Charge)	50	Per occurrence, Per Code 13.08.040
Water Turn On Fee	80	For after hours, Per Code 13.08.040
Water Meter Reading Fee	25	Per request, Per Code 13.08.030
Water Turn On Fee	20	Per request, Per Code 13.08.040
Fire Service	746	Annually per property, Per Code 13.08.050
Meter Test		
In City Limits	40	Per request, Per Code 13.08.030
Out of City Limits	50	Per request, Per Code 13.08.030
Water and Sewer Services		See Water Sewer Rate Ordinance, Quarterly, Per Code 13.08.130-13.12.090

WWTP Pretreatment Program Fees (by Water Works)

Significant Industrial Users: (Per Code 13.12.110)		
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FY 2021 Fee Schedule

IA discharges flow \geq 5% of WWTP flow	8,700	30 units
IB discharges flow \geq 50,000 gpd	7,250	25 units
IC categorical user which discharges	5,800	20 units
ID discharges flow \geq 25,000 gpd	4,350	15 units
IE categorical user which does not discharge	2,900	10 units
Minor Industrial Users: (Per Code 13.12.110)		
IIA-1 discharges flow \geq 5,000 gpd or hospitals, campus	2,030	7 units
IIA-2 discharges flow \geq 5,000 gpd or light industry, hotels	1,450	5 units
IIB discharges flow \geq 1,000 gpd or fast food, large restaurants, large garages	580	2 units
IIC discharges flow 500 - 1,000 gpd or small restaurants, small garages	435	1.5 units
IID discharges flow \geq 500 gpd or restaurants that are carry out only no fryer	290	1 unit
IIE photographic processor which discharges silver rich wastewater	290	1 unit
<i>Pretreatment fees are an annual fee, invoices are sent each January to cover the calendar year.</i>		

Towing Fees		
Maximum Towing and Storage Fees (vehicles up to 10,000 GVW)		
Accident Vehicle Tow	200	
Disabled Vehicle Tow	80	
Emergency Relocation Tow	80	Per Code 5.64.100
Impound Vehicle Tow	135	
Standby/Waiting Time - Billed in 15 minute increments only after 16 minute wait	65	Per hour
Winching (Does not include pulling vehicle onto rollback type truck) - Billed in 15 minute increments	110	Per hour
Storage – Beginning at 12:01 am following the tow	50	Per calendar day or portion thereof, Per Code 5.64.120
Administrative Fee – Accidents and Impounds Only	30	
Snow Emergency Plan in Effect (in addition to other applicable towing fees)	30	
Release Fee (After hours only, at tower's discretion) – Normal business hours defined as M-F, 9am-6pm	55	

Building Fees (by the Department of Infrastructure and Development)		
Building Plan Review Fees (Per Code 15.04.030)		
<i>Fees based on cost of construction:</i>		Residential, Commercial, Accessory
Up to \$ 3,000	45 50	
\$3,001 to \$100,000	80 90	
\$100,001 to \$500,000	200 210	
\$500,001 to \$1,000,000	250 260	
\$1,000,001 and Up	300 310	
Building Permit Fees (Per Code 15.04.030)		
<i>Fees based on cost of construction:</i>		Residential, Commercial, Accessory
Up to \$ 3000	40 50	
\$3001 and Up	50 60	Plus (.0165 * Cost of Construction)
\$100,001 to \$500,000	1,100 1,200	Plus (\$10 for each \$1,000 over \$100,000)
\$500,001 to \$1,000,000	4,400 4,500	Plus (\$9 for each \$1,000 over \$500,000)
\$1,000,001 and Up	8,000 8,100	Plus (\$6 for each \$1,000 over \$1,000,000)
Fence Permit Fees: (Per Code 15.04.030)		
<i>Fees based on cost of construction:</i>		
Up to \$ 3,000	40	

FY 2021 Fee Schedule

\$3,001 to \$100,000	50	Plus (.015 * Cost of Construction)
Outdoor Advertising Structure Fee (Per Code 17.216.240)	.50	Per SF foot of sign surface per year
Other Building Fees:		
Board of Zoning Appeals	50	County Fee \$100, Per Code 17.12.110
Demo - Residential	125	Per Code 15.04.030
Demo - Commercial	175	Per Code 15.04.030
Gas	30	Plus \$10 per fixture, Per Code 15.04.030b
Grading	100	Per Code 15.20.050
Maryland Home Builders Fund	50	Per new SFD
Mechanical	50	Per Code 15.04.030
Occupancy Inspection	50	Per Code 15.04.030
Plumbing	30	\$10 per fixture (may vary), Per Code 15.04.030b
Sidewalk Sign		Set by resolution, Per Code 12.40.020
Sidewalk Café Fee		Set by ordinance, Per Code 12.36.020
Sign	50	Plus (\$1.50 per Sq Ft), Per Code 17.216.238
Temp Sign	25	Per month, Per Code 17.216.238
Temp Trailer	25	Per month, Per Code 15.36.030b
Tent	40	Per Code 15.04.030
Well	50	Per Code 13.20.020
Zoning Authorization Letter	50	Per Code 17.12.040
Re-inspection Fee	50	More than 2 insp of any required insp, Per Code 15.04.030
Adult Entertainment Permit Application Fee	100	Per Code 17.166.020
Outdoor Advertising Structure Fee	.50	Per sq ft of sign surface area, Per Code 17.216.240
Notice of Appeal Fee; Sidewalk Sign Standards Violation	100	Per Code 12.40.040
Reconnection Fee; Public Water Connection; Refusal of Inspection	25	Per Code 13.08.100
Administrative Fee – renew temporary certificate of occupancy	100	
Annexation Fees:		
Up to five (5) acres	2,000	
Five (5) acres or more but less than ten (10) acres	10,000	
Ten (10) acres or more but less than twenty five (25) acres	25,000	
Twenty five (25) acres or more but less than fifty (50) acres	35,000	
Fifty (50) acres or more	50,000	

Port of Salisbury Marina Fees (by Field Operations)

Transient		
<i>Slip Fees based on size of vessel</i>	1.00	Per foot per day
Electric 30-amp service	5.00	Per day
Electric 50-amp service	10.00	Per day
Slip Rental – Monthly		
<i>Fees based on size of vessel</i>		
October through April	3.85	Per foot + electric
May through September	5.50	Per foot + electric

FY 2021 Fee Schedule

Slip Rental – Annual*		*Annual rates are to be paid in full up front, electric can be billed monthly
Boats up to and including 30 feet long	1,150	+ electric
Boats 31 feet and longer	49	Per foot + electric
Fuel	.40	Per gallon more than the cost per gallon purchase price by the City
Electric Service	.40	Per gallon more than the cost per gallon purchase price by the City
<i>Fees per meter</i>		
Electric 30-amp service	30.00	Per month
Electric 50-amp service	50.00	Per month

EMS Services			
	Resident	Non Resident	
BLS Base Rate	600.00	690.00	
ALS1 Emergency Rate	700.00	900.00	
ALS2 Emergency Rate	800.00	1,050.00	
Mileage (per mile)	14.00	16.20	
Oxygen	65.00	65.00	
Spinal immobilization	140.00	140.00	
BLS On-scene Care	200.00	200.00	
ALS On –scene Care	450.00	550.00	

Department of Infrastructure and Development		
Critical Area Program		Ordinance No. 2578
Certificate of Compliance (Per Code 12.20.110)		
Building Permits	75	
Major Subdivision: Preliminary	100	
Major Subdivision: Final	100	Plus (\$25 per lot)
Minor Subdivisions	50	
Plan approval/special projects	50	
Site Plans	50	
Sketch Plat	50	
Resubdivision	50	
Buffer Management Plan	50	
Fee-In-Lieu (Per Code 12.20.540)	1.50	\$1.50 per square foot of mitigation area
License to Encumber Program		Ordinance No. 2580
Small Wireless Facilities		
Application	500	For up to five (5) small wireless facilities
Application – additional facilities	100	For each additional small wireless facility addressed in the application beyond five
Access to the Right of Way fee	1,000	Per each new small wireless facility pole
Annual fee for access to the Right of Way	270	Per year per small wireless facility after year 1
Storm Water Utility (2306)		
Fee to maintain City storm water facilities per Ordinance 2306	20.00	Per year per Equivalent Residential Unit per Ordinance 2315
Stormwater Utility Credit Application (2306)		

FY 2021 Fee Schedule

Fee to apply for credit to Stormwater Utility	150.00	Per application
Street Break Permit (Per Code 12.12.020)		
Permit for breaking City public streets and way	25.00	Per break location
Obstruction Permit (Per Code 12.12.020)		
Permit for obstructing City public streets and ways.	10.00	Per location
Water and Sewer Capacity Fee (Per Code 13.02.070)		
Comprehensive Connection Charge of Capacity fee for the Developer's share in the cost of growth related infrastructure improvements.	3,533.00	Per Equivalent Dwelling Unit (water \$1,513, sewer \$2,020)
Water and Sewer Facility Fee (Per Code 13.02.070)		
Comprehensive Connection Charge for Facility Fees is based on actual costs of water and sewer infrastructure installed by a Developer.	*	* Fee amount is project dependent. Facility Fee is the prorated share of the cost of the water and sewer mains based on this project's percentage of the capacity of the proposed infrastructure project.
Reimbursement Administrative Fee (Per Code 13.02.090)		
Administrative fee assessed on Facility Fee for processing	*	0.1 percent of the Facility Fee
Water and Sewer Line Fee (Per Code 13.02.070)		
Comprehensive Connection Charge of Line fee is based on the actual costs of the public water and sewer.	*	* Fee amount is project dependent
Central System Line Fee (Per Code 13.02.070)		
Comprehensive Connection Charge of Central System Line Fee for water and sewer services connecting directly to the City's Central System.	64.50	Per linear foot based on the area of the property and is the square root of the lot area, in square feet
Development Plan Review Fee (1536)		
Fee for review of development plans and traffic control plans	450	Plus \$50 per disturbed acre, \$500 minimum. Subsequent submittals, which generate additional comments, may be charged an additional \$500.
Water and Sewer Inspection Fee (R 1341)		
Fee for inspection of public water and sewer improvements		7.5 % of the approved cost estimate for construction of proposed public water and sewer improvements
Public Works Agreement recording fee (Per County Court)		
Recording fee for Public Works Agreements		
For 9 pages or less	60.00	Per request
For 10 pages or more	115.00	Per request
Stormwater Management As-Built recording fee (Per County Court)		
Recording fee for Stormwater Management As-Built.	10.00	Per sheet
Subdivision review fee (1536)		
Fee for Subdivision review	25.00	Per subdivided acre, (\$25.00 minimum, \$200.00 maximum)

FY 2021 Fee Schedule

Subdivision recording fee (Per County Court)		
Recording fee for Subdivision plans	10.00	Per page
Resubdivision review fee (1536)		
Fee for Resubdivision reviews	25.00	Per subdivided acre, (\$25.00 minimum, \$200.00 maximum)
Resubdivision recording fee (Per County Court)		
Recording fee for Resubdivision plans	10.00	Per page
Administrative Fee for Capacity Fee payment Plans (R 2029)		
Administrative Fee for Capacity Fee payment Plans	25.00	
Maps and Copying Fees		
City Street Map	5.00	Ea
Street Map Index	1.00	Ea
Property Maps	3.00	Ea
Sanitary Sewer Utility Maps (400 Scale)	3.00	Ea
Storm Water Utility Maps (400 Scale)	3.00	Ea
Water Main Utility Maps (400 Scale)	3.00	Ea
Sanitary Sewer Contract Drawings	1.00	Ea
Storm Water Contract Drawings	1.00	Ea
Water Main Contract Drawings	1	Ea
Black and White Photocopying (Small Format)	.25	Sq. ft
Black and White Photocopying (Large Format)	.50	Sq. ft
Color Photocopying (Small Format) \$1/sq.ft.	1	Sq. ft
Color Photocopying (Large Format) \$2/sq.ft.	2	Sq. ft

Water Works		
Temporary connection to fire hydrant (Per Code 13.08.120)		
Providing temporary meter on a fire hydrant for use of City water	64.50	Per linear foot based on the area of the property and is the square root of the lot area, in square feet
In City	40.00	Plus charge for water used per current In City rate, \$10 minimum
Out of City	50.00	Plus charge for water used per current Out of City rate, \$10 minimum
Hydrant flow test (Per Code 13.08.030)		
To perform hydrant flow tests		
In City	125.00	Per request
Out of City	160.00	Per request
Fire flush and Fire pump test (Per Code 13.08.030)		
To perform hydrant flow tests To perform meter tests on ¾" and 1" meters.		
In City	125.00	Per request
Out of City	160.00	Per request
Meter tests (Per Code 13.08.030)		
To perform meter tests on ¾" and 1" meters.		
In City	40.00	Per request
Out of City	50.00	Per request

FY 2021 Fee Schedule

Water Meter/Tap Fee and Sewer Connection Fee (Per Code 13.02.070)		
Water Meter/Tap Fee and Sewer Connection Fee if water and sewer services are installed by City forces.	*	The tap and connection fee amount is the actual cost of SPW labor and materials or per this schedule.
Water Tapping Fees - In City:		
3/4 Water Meter	3,850	Per Connection
1" Water Meter	4,160	Per Connection
1 ½" Water Meter T-10 Meter	5,810	Per Connection
2" Water Meter - T-10 Meter	6,200	Per Connection
2" Water Meter - Tru Flo	7,320	Per Connection
Water Tapping Fees - Out of City		
3/4 Water Meter	4,810	Per Connection
1" Water Meter	5,200	Per Connection
1 ½" Water Meter T-10 Meter	7,265	Per Connection
2" Water Meter - T-10 Meter	7,750	Per Connection
2" Water Meter - Tru Flo	9,155	Per Connection
Sanitary Sewer Tapping Fees - In City:		
6" Sewer Tap	3,320	Per Connection
8" Sewer Tap	3,380	Per Connection
6" or 8" Location & Drawing Fee	45	Per Connection
Sanitary Sewer Tapping Fees – Out of City		
6" Sewer Tap	4,150	Per Connection
8" Sewer Tap	4,225	Per Connection
6" or 8" Location & Drawing Fee	60	Per Connection
Water Meter Setting Fee (Per Code 13.02.070)		
Water meter setting fee for installation of water meter when tap is done by a contractor.		
Meter Setting Fees - In City:		
3/4 Water Meter	400	Per Connection
1" Water Meter	525	Per Connection
1 ½" Water Meter T-10 Meter	785	Per Connection
2" Water Meter - T-10 Meter	905	Per Connection
2" Water Meter - Tru Flo	2030	Per Connection
Meter Setting Fees - Out of City		
3/4 Water Meter	495	Per Connection
1" Water Meter	655	Per Connection
1 ½" Water Meter T-10 Meter	980	Per Connection
2" Water Meter - T-10 Meter	1130	Per Connection
2" Water Meter - Tru Flo	2535	Per Connection

Parking Violations, False Alarms, Infractions, Scofflaw (by the Police & Fire Departments)			
Animal Control	50-100		Police Department
False Police Alarms (Per Code 8.040.050)			Police Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 rd incident	50		
4 th incident	90		
Greater than 4 each incident	130		
False Fire Alarms (Per Code 8.040.050)			Fire Department

FY 2021 Fee Schedule

<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 rd incident	45		
4 th incident	90		
Greater than 4 each incident	135		
Scofflaw			Police Department
Tow	135		
Storage	50		
Administrative Fee	35		
Business Administrative Fee	30		

Parking Permits and Fees			
	UOM	1-Jul-20 Rate	1-Jul-20 Non Profit Rate
Parking Permits (Per Code 10.04.010)			
Lot #1 - lower lot by library	Monthly	40.00	30.00
Top Lot #1 - upper lot by library	Monthly	40.00	30.00
Lot #4 - behind City Center	Monthly	40.00	30.00
Lot #5 - Market St. & Rt. 13	Monthly	35.00	26.25
Lot #7 & 13 - off Garrettson Pl.	Monthly	10.00	7.50
Lot #9 - behind GOB	Monthly	40.00	30.00
Lot #10 - near State bldg/SAO	Monthly	40.00	30.00
Lot #11 - behind library	Monthly	35.00	26.25
Lot #12 - beside Market St. Inn	Monthly	35.00	26.25
Lot #14 - by Holiday Inn	Monthly	25.00	18.75
Lot #15 - across from Feldman's	Monthly	40.00	30.00
Lot #16 - by Avery Hall	Monthly	40.00	30.00
Lot #30 - by drawbridge	Monthly	15.00	11.25
Lot #33 - east of Brew River	Monthly	15.00	11.25
Lot #35 - west of Brew River	Monthly	15.00	11.25
Lot SPS - St. Peters St.	Monthly	40.00	30.00
E. Church St.	Monthly	40.00	30.00
W. Church St.	Monthly	40.00	30.00
Parking Garage	Monthly	40.00	30.00
Transient Parking Options			
Parking Lot #1 (first 2-hrs of parking are FREE)	Hourly	1.00	
Parking Garage	Hourly	1.00	
Parking Meters	Hourly	1.00	
Pay Stations			
For hours 1-2	Hourly	1.00	
For hour 3 with a 3 hour Maximum Parking Limit	Hourly	3.00	
Miscellaneous Charges (Per Code 10.04.010)			
Replacement Parking Permit Hang Tags	Per Hang Tag	5.00	
Parking Permit Late Payment Fee (+15 days)	Per Occurrence	5.00	
New Parking Garage Access Card	Per Card	10.00	
Replacement Parking Garage Access Card	Per Card	10.00	

FY 2021 Fee Schedule

Fire Prevention Fees (by the Fire Department)		
Plan review and Use & Occupancy Inspection		
<u>Basic Fee</u> – For all multi-family residential, commercial, industrial, and institutional occupancies. Including, but not limited to, new construction, tenant fit-out, remodeling, change in use and occupancy, and/or any other activity deemed appropriate by the City of Salisbury Department of Infrastructure and Development.		60% of the building permit fee; \$75 minimum (Not included – plan review and related inspection of specialized fire protection equipment as listed in the following sections)
<u>Expedited Fees</u> – If the requesting party wants the plan review and inspection to be expedited, to be done within three business days		20% of the basic fee; \$500 minimum (This is in addition to the basic fee)
<u>After</u> – Hours Inspection Fees. If the requesting party wants an after-city-business-hours inspection.	\$100	Per hour/per inspector; 2 hours minimum
Fire Protection Plan Review and Inspection-Permit		
Fire Alarm & Detection Systems – Includes plan review and inspection of wiring, controls, alarm and detection equipment and related appurtenances needed to provide a complete system and the witnessing of one final acceptance test per system of the completed installation.		
• Fire Alarm System	\$100	Per system
• Fire Alarm Control Panel	\$75	Per panel
• Alarm Initiating Device	\$1.50	Per device
• Alarm Notification Device	\$1.50	Per device
• Fire Alarm Counter Permit	\$75	For additions and alterations to existing systems involving 4 or less notification/initiating devices.
Sprinkler, Water Spray and Combined Sprinkler & Standpipe Systems – Includes review of shop drawings, system inspection and witnessing of one hydrostatic test, and one final acceptance test per floor or system.		
• NFPA 13 & 13R	\$1.50	Per sprinkler head; \$125 minimum
• NFPA 13D	\$75	Per Dwelling
• Sprinkler Counter Permit	\$75	For additions and alterations to existing systems involving less than 20 heads.
Standpipe Systems – The fee applies to separate standpipe and hose systems installed in accordance with NFPA 14 standard for the installation of standpipe and hose systems as incorporated by reference in the State Fire Prevention Code (combined sprinkler systems and standpipe systems are included in the fee schedule prescribed for sprinkler systems) and applies to all piping associated with the standpipe system, including connection to a water supply, piping risers, laterals, Fire Department connection(s), dry or draft fire hydrants or suction connections, hose connections, piping joints and connections, and other related piping and appurtenances; includes plan review and inspection of all piping, control valves, connections and other related equipment and appurtenances needed to provide a complete system and the witnessing of one hydrostatic test, and one final acceptance test of the completed system.	\$50	Per 100 linear feet of piping or portion thereof; \$100 minimum
Fire Pumps & Water Storage Tanks – The fees include plan review and inspection of pump and all associated valves, piping, controllers, driver and other related equipment and appurtenances needed to provide a complete system and the witnessing of one pump acceptance test of the completed installation. Limited service pumps for residential sprinkler systems as permitted for NFPA 13D systems and water storage tanks for NFPA 13D systems are exempt.		
• Fire Pumps	\$.50	Per gpm or rated pump capacity; \$125 minimum
• Fire Protection Water Tank	\$75	Per tank
• Witnessing Underground Water Main Hydro Tests	\$75	
• Witnessing Fire Main Flush	\$75	
Gaseous and Chemical Extinguishing Systems – Applies to halon, carbon dioxide, dry chemical, wet chemical and other types of fixed automatic fire	\$1.00	Per pound of extinguishing agent; \$100 minimum; or \$150 per wet chemical extinguishing system

FY 2021 Fee Schedule

suppression systems which use a gas or chemical compound as the primary extinguishing agent. The fee includes plan review and inspection of all piping, controls, equipment and other appurtenances needed to provide a complete system in accordance with referenced NFPA standards and the witnessing of one performance or acceptance test per system of the completed installation.		
<ul style="list-style-type: none"> Gaseous and Chemical Extinguishing System Counter Permit 	\$75	To relocate system discharge heads
Foam Systems – The fee applies to fixed extinguishing systems which use a foaming agent to control or extinguish a fire in a flammable liquid installation, aircraft hangar and other recognized applications. The fee includes plan review and inspection of piping, controls, nozzles, equipment and other related appurtenances needed to provide a complete system and the witnessing of one hydrostatic test and one final acceptance test of the completed installation.	\$75	Per nozzle or local applicator; plus \$1.50/ sprinkler head for combined sprinkler/foam system; \$100 minimum
Smoke Control Systems – The fee applies to smoke exhaust systems, stair pressurization systems, smoke control systems and other recognized air-handling systems which are specifically designed to exhaust or control smoke or create pressure zones to minimize the hazard of smoke spread due to fire. The fee includes plan review and inspection of system components and the witnessing of one performance acceptance test of the complete installation.	\$100	Per 30,000 cubic feet of volume or portion thereof of protected or controlled space; \$200 minimum
Flammable and Combustible Liquid Storage Tanks – This includes review and one inspection of the tank and associated hardware, including dispensing equipment. Tanks used to provide fuel or heat or other utility services to a building are exempt.	\$.005	Per gallon of the maximum tank capacity; \$75 minimum
Emergency Generators – Emergency generators that are a part of the fire/life safety system of a building or structure. Includes the review of the proposed use of the generator, fuel supply and witnessing one performance evaluation test.	\$100	
Marinas and Piers	\$25	Per linear feet of marina or pier; plus \$1.00 per slip; \$100 minimum
Reinspection and Retest Fees		
<ul style="list-style-type: none"> 1st Reinspection and Retest Fees 	\$100	
<ul style="list-style-type: none"> 2nd Reinspection and Retest Fees 	\$250	
<ul style="list-style-type: none"> 3rd and Subsequent Reinspection and Retest Fees 	\$500	
Consultation Fees – Fees for consultation technical assistance.	\$75	Per hour
Fire-safety Inspections. The following fees are not intended to be applied to inspections conducted in response to a specific complaint of an alleged Fire Code violation by an individual or governmental agency		
Assembly Occupancies (including outdoor festivals):		
<ul style="list-style-type: none"> Class A (>1000 persons) 	\$300	
<ul style="list-style-type: none"> Class B (301 – 1000 persons) 	\$200	
<ul style="list-style-type: none"> Class C (51 – 300 persons) 	\$100	
<ul style="list-style-type: none"> Fairgrounds (<= 9 buildings) 	\$200	
<ul style="list-style-type: none"> Fairgrounds (>= 10 buildings) 	\$400	
<ul style="list-style-type: none"> Recalculation of Occupant Load 	\$75	
<ul style="list-style-type: none"> Replacement or duplicate Certificate 	\$25	
Education Occupancies:		

FY 2021 Fee Schedule

• Elementary School (includes kindergarten and Pre-K)	\$100	
• Middle, Junior, and Senior High Schools	\$150	
• Family and Group Day-Care Homes	\$75	
• Nursery or Day-Care Centers	\$100	
Health Care Occupancies:		
• Ambulatory Health Care Centers	\$150	Per 3,000 sq.ft. or portion thereof
• Hospitals, Nursing Homes, Limited-Care Facilities, Domiciliary Care Homes	\$100	Per building; plus \$2.00/patient bed
• Detention and Correctional Occupancies	\$100	Per building; plus \$2.00/bed
Residential:		
• Hotels and Motels	\$75	Per building; plus \$2.00/guest room
• Dormitories	\$2	Per bed; \$75 minimum
• Apartments	\$2	Per apartment; \$75 minimum
• Lodging or Rooming House	\$75	Plus \$2.00/bed
• Board and Care Home	\$100	Per building; plus \$2.00/bed
Mercantile Occupancies:		
• Class A (> 30,000 sq.ft.)	\$200	
• Class B (3,000 sq.ft. – 30,000 sq.ft.)	\$100	
• Class C (< 3,000 sq.ft.)	\$75	
Business Occupancies	\$75	Per 3,000 sq.ft. or portion thereof
Industrial or Storage Occupancies:		
• Low or Ordinary Hazard	\$75	Per 5,000 square feet or portion thereof
• High-Hazard	\$100	Per 5,000 square feet or portion thereof
Common Areas of Multitenant Occupancies (i.e., shopping centers, high-rises, etc.)	\$45	Per 10,000 sq.ft. or portion thereof
Outside Storage of Combustible Materials (scrap tires, tree stumps, lumber, etc.)	\$100	Per acre or portion thereof
Outside Storage of Flammable or Combustible Liquids (drums, tanks, etc.)	\$100	Per 5,000 sq.ft. or portion thereof
Marinas and Piers	\$100	Per facility; plus \$1.00/slip
Mobile Vendor	\$35	
Unclassified Inspection	\$75	Per hour or portion thereof
Reinspection: If more than one reinspection is required to assure that a previously identified Fire Code violation is corrected		
• 2 nd Reinspection	\$100	
• 3 rd Reinspection	\$250	
• 4 th and Subsequent	\$500	
Water Supply		
Witnessing Fire Main Flush	\$75	
Fire Protection Flow Test (in-City)	\$125	
Fire Protection Flow Test (out-of-City)	\$160	

ORDINANCE NO. 2596

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S CAPITAL PROJECT FUND BUDGET FUND TO PROVIDE ADDITIONAL FUNDING FOR THE ZOO ADMINISTRATION OFFICE SPACE PROJECT.

WHEREAS, Ordinance No. 2539, FY20 Budget, authorized funding of \$100,000 from bond proceeds for the Zoo Administration Office Project; and

WHEREAS, the Department of Field Operations has estimated that an additional \$40,000 is needed to complete the project; and

WHEREAS, the Finance Department has determined that \$40,000 is available in unallocated interest earned on funds in the same pool of capital projects.

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

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	Zoo Admin. Office Space	Interest	98019-456110 43032	40,000
Increase	Expense	Zoo Admin. Office Space	Construction	98119-513026-43022	40,000

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 26th day of May 2020 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 8th day of June, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Julia Glanz, City Administrator

ORDINANCE NO. 2597

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2020 GENERAL FUND TO APPROPRIATE FUNDS FOR BUILDING IMPROVEMENTS FOR THE GOVERNMENT OFFICE BUILDING.

WHEREAS, the City of Salisbury has determined the Government Office Building electric system should be improved to relocate transformers to outside the building and allow electric to be turned off from outside should the need arise, thereby providing a safer environment within the Government Office Building; and

WHEREAS, the General Services Department of Wicomico County, who will oversee the work, estimates the cost of the necessary electrical improvements to be \$55,000.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT THE City's Fiscal Year 2020 General Fund Budget be amended as follows:

- 1) Increase Current Year Surplus (01000-469810) by \$55,000.00
- 2) Increase Buildings (19500-577015) by \$55,000.00

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 this 26th day of May 2020, 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 8th day of June, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Julia Glanz, City Administrator

1 AS AMENDED ON JUNE 8, 2020
2 ORDINANCE NO. 2598
3

4 AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND THE SALISBURY
5 MUNICIPAL CODE BY ADDING CHAPTER 3.24 CONCERNING A PUBLIC SAFETY
6 OFFICER REAL PROPERTY TAX CREDIT.
7

8 WHEREAS, the State of Maryland has authorized the governing body of a county or
9 municipal corporation to grant, by law, a property tax credit against the county or municipal
10 corporation property tax imposed on a dwelling that is owned by a public safety officer under
11 certain circumstances; and
12

13 WHEREAS, in accordance with § 9-260 of the Tax-Property Article of the Annotated
14 Code of Maryland, there exists a City of Salisbury property tax on real property that qualifies for
15 consideration of a tax credit pursuant to this section; and
16

17 WHEREAS, there does not currently exist a provision in the City Code that establishes a
18 property tax credit for a public safety officer; and
19

20 WHEREAS, the credit may not exceed a certain amount per dwelling or the amount of
21 property tax imposed on the dwelling pursuant to the aforementioned section; and
22

23 WHEREAS, the City of Salisbury wishes to establish a tax credit against City real
24 property tax for certain real property owned by public safety officers who are full-time
25 employees or volunteers in good standing, reside at the same location and meet the eligibility
26 requirements set out in §9-105 and §9-260 of the Tax-Property Article.
27

28 NOW, THERFORE, be it enacted and ordained by the City of Salisbury, that ~~Chapter~~
29 Title 3 - Revenue and Finance of the City of Salisbury Municipal Code is hereby amended by
30 adding Chapter 3.24 as follows:
31

32 **Chapter 3.24 – Public Safety Officer Real Property Tax Credit**
33

34 3.24.010 – Definitions.
35

36 In this section, the following words have the following meanings indicated.
37

38 “Dwelling” has the meaning set forth in § 9-105 of the Tax-Property Article of the
39 Annotated Code of Maryland.
40

41 “Public Safety Officer” has the meaning set forth in § 9-260 of the Tax-Property Article
42 of the Annotated Code of Maryland.
43

44 3.24.020 – Creation.
45

46 In accordance with § 9-260 of the Tax-Property Article of the Annotated Code of
47 Maryland, there is a City of Salisbury property tax credit against the tax on real property that
48 qualifies under this section.

49
50 3.24.030 – Eligibility.

51
52 A Public Safety Officer is eligible for a city real property tax credit under this section by
53 meeting the requirements of either 3.24.030 A, B or C and the requirement of 3.24.030 D.

54
55 A. 1. Employed full-time by:

- 56
57 a. The City of Salisbury Fire Department as a Firefighter/EMT or
58 Firefighter/Paramedic; or
59
60 b. The City of Salisbury Police Department as a Police Officer; and

61
62 2. Has completed at least one (1) year of full-time employment.

63
64 B. Serving as a Volunteer Member that:

- 65
66 1. Is a member in good standing of a Volunteer Corporation in accordance with
67 Chapter 2.16 – Fire Department of the City of Salisbury Municipal Code; and
68
69 2. Meets the operational standards for Volunteer Personnel as established by the
70 Standard Operating Procedures of the City of Salisbury Fire Department; and
71
72 3. Has qualified as active within the previous year under the guidelines established
73 in the Length of Service Awards Program (LOSAP).

74
75 C. Has received a service related disability, retired from the job in good standing or
76 served as a Volunteer member for more than twenty (20) years of active service and
77 has become a Lifetime member in accordance with Chapter 2.16 – Fire Department of
78 the City of Salisbury Municipal Code.

79
80 D. The public safety officer is eligible for the credit authorized by § 9-105 of the Tax-
81 Property Article of the Annotated Code of Maryland for the dwelling for which the
82 credit is sought. The ~~property dwelling~~ must also be the primary residence of the
83 public safety officer.

84
85 The credit cannot be combined with other optional real property tax credits ~~as~~ permitted
86 under Title 9 of the Tax-Property Article of the Annotated Code of Maryland or this title.

87
88 3.24.040 – Amount of Credit:
89

- 90 A. Subject to the conditions in this Section, the tax credit may be granted in an amount
91 of up to \$2,500 per dwelling, but may not exceed the amount of the real property tax
92 imposed on the dwelling.
93
- 94 B. The eligible Public Safety Officer shall receive:
95
- 96 1. In tax years beginning July 1, 2020 and July 1, 2021, ~~thea~~ tax credit not to exceed
97 \$1,000.00;
98
- 99 2. In tax years beginning July 1, 2022 and July 1, 2023, ~~thea~~ tax credit not to exceed
100 \$1,500.00;
101
- 102 3. In tax years beginning July 1, 2024 and July 1, 2025, ~~thea~~ tax credit not to exceed
103 \$2,000.00;
104
- 105 4. In tax years beginning July 1, 2026 and beyond, ~~thea~~ tax credit not to exceed
106 \$2,500.00.
107

108 3.24.050 – Application.
109

- 110 A. Application and annual verification. To receive the credit, a Public Safety Officer
111 shall submit an application to the City of Salisbury Director of Finance on the
112 appropriate application. The ~~appropriate~~ application may be obtained from the
113 Department of Finance.
114
- 115 B. An annual verification form must be submitted each year to be eligible to receive the
116 credit. The annual verification form may be obtained from the Department of
117 Finance.
118
- 119 C. An application for, or renewal of, the tax credit created by this section shall be filed
120 on or before April 1 immediately before the taxable year for which the tax credit is
121 being sought. If the application or renewal is filed after April 1, the credit shall be
122 disallowed that year but shall be treated as an application or renewal for a tax credit
123 for the following taxable year.
124

125 3.24.060 – Termination of Credit.
126

127 The tax credit created by this section shall terminate if any of the following occurs:
128

- 129 A. The Public Safety Officer is no longer employed full-time by the public safety agency
130 for a reason other than retirement or service related disability, or is no longer eligible
131 under subsection ~~(C)(3)~~ 3.24.030B. for volunteer firefighters; or
132
- 133 B. The Public Safety Officer no longer resides in the dwelling for which the tax credit
134 was granted.
135

136
137 AND BE IT FURTHER ORDAINED AND ENACTED BY THE CITY OF
138 SALISBURY, MARYLAND, THAT this ordinance shall take effect immediately upon adoption.
139

140 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
141 Salisbury held on this 26th day of May 2020, and thereafter, a statement of the substance of the
142 Ordinance having been published as required by law, was finally passed by the Council on the 8th
143 day of June, 2020.
144

145 ATTEST:
146

147 _____
148 Kimberly R. Nichols
149 CITY CLERK
150

John R. Heath
PRESIDENT, City Council

151
152 APPROVED BY ME THIS _____ day of _____, 2020
153

154 _____
155 Julia Glanz, City Administrator

ORDINANCE NO. 2600

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2020 GENERAL FUND TO APPROPRIATE FUNDS FOR FRONTLINE WORKER STIPEND.

WHEREAS, the City of Salisbury has determined many of the City's employees have performed services due to COVID-19 deserving of a frontline worker stipend;

WHEREAS, the City of Salisbury's estimates the cost of the frontline worker stipend to be \$151,248.25 to departments in the General Fund.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT THE City's Fiscal Year 2020 General Fund Budget be amended as follows:

- 1) Increase Current Year Surplus (01000-469810) by \$151,248.25
- 2) Increase Police Department by \$67,281.25
- 3) Increase Fire Department by \$67,012.13
- 4) Increase Sanitation Department by 9,688.50
- 5) Increase Infrastructure & Development Department by \$4,844.25
- 6) Increase Housing and Community Development by \$2,422.13

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 1st day of June 2020, 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 8th day of June, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Julia Glanz, City Administrator



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: City Council
From: Julia Glanz, City Administrator
Subject: Ordinance – Request to increase Appropriation for Attorney Fees
Date: May 27, 2020

The Salisbury Legal Department is requesting to increase their FY2020 budget for an additional \$45,000. This increase is mainly due to the incredibly time consuming work related to the Company No. 1 case. There have been additional costs for depositions transcripts and records that were subpoenaed from banks related to this case as well. Some of these costs are shared with LGIT, but the large majority are ours.

Please let me or Mark Tilghman know if you have any questions.

ORDINANCE NO. 2601

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2020 GENERAL FUND TO APPROPRIATE FUNDS FOR ATTORNEY FEES.

WHEREAS, the City of Salisbury has projected the amount of Attorney Fees expected for FY 2020; and

WHEREAS, the City of Salisbury's projection indicates an increase of \$45,000.00 in FY2020 appropriations is needed in account 17000-513301 City Attorney in order to meet the projected requirements for legal fees for the remainder of FY 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT THE City's Fiscal Year 2020 General Fund Budget be amended as follows:

- 1) Increase Current Year Surplus (01000-469810) by \$45,000.00
- 2) Increase City Attorney (17000-513301) by \$45,000.00

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 this 8th day of June 2020, 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 _____, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Julia Glanz, City Administrator



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda H. Pollack, P.E., Director of Infrastructure & Development AP
Date: May 19, 2020
Re: Budget Amendment – Lawsuit proceed reallocation for Gordy Road Water Main

The Department of Infrastructure and Development has worked with the Department of Procurement to bid the Gordy Road Water Main Extension construction and the related RFP for Construction Administration and Inspection. Both contracts came in over budget. The budget was from FY16 and had not been increased in recent years due to inflation. The available budget and bid amounts are shown in the table below.

The Gordy Road Water Main extension project is a critical project to loop the City's water system on the eastern side of the City and to provide redundancy in the distribution system. The close range of construction bids represents a good bidding climate. We were not able to find opportunities to value engineer to reduce the scope of work because this scope is relatively straightforward. The Department of Infrastructure and Development recommends proceeding with this project by allocating additional funding.

For construction, eight (8) bids were received with a range from \$2,157,930.80 to \$3,635,710.00. The references for the apparent low bidder were called and provided positive feedback. For the Construction Administration and Inspection RFP, five (5) proposal were received and ranked by the selection committee. The value of the recommended vendor's contract is shown below.

	Budget	Actual Bids	Overage	Requested Budget Amendment	Revised Budget	Contingency Amount	Contingency %
Construction	\$ 2,000,000.00	\$ 2,157,930.80	\$ 157,930.80	\$ 268,000.00	\$ 2,268,000.00	\$ 110,069.20	5.10%
C/A and Inspection	\$ 117,907.00	\$ 141,936.00	\$ 24,029.00	\$ 32,000.00	\$ 149,907.00	\$ 7,971.00	5.62%
Total	\$ 2,117,907.00	\$ 2,299,866.80	\$ 181,959.80	\$ 300,000.00	\$ 2,417,907.00	\$ 118,040.20	5.13%

To fund the project, we are seeking to reallocate unused lawsuit proceed funds which are in the Fitzwater Lift Station account. The Fitzwater Lift Station is under construction and has above normal levels of contingency funding in the account. The requested budget amendment is for \$300,000 to provide for the bid amount plus contingency for both the construction bid and the Construction Administration and Inspection proposal.

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

ORDINANCE NO. 2602

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S WATER SEWER CAPITAL PROJECT FUND BUDGET TO REALLOCATE FUNDING FOR THE GORDY ROAD WATER MAIN EXTENSION PROJECT.

WHEREAS, Ordinance No. 2430 authorized the City to allocate funding for projects in the lawsuit proceeds pool which appropriated funds for various capital projects; and

WHEREAS, the lawsuit proceeds pool included funding for the Fitzwater Street Lift Station; and

WHEREAS, the Department of Infrastructure and Development is seeking to move unused funds from the Fitzwater Street Lift Station project to the Gordy Road Water Main Extension project to provide the funding necessary for inspection and construction of the Gordy Road Water Main Extension project.

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

Project Description	Account Description	Account	Amount
Revenues:			
Fitzwater	Decrease Lawsuit Proceeds	97010-456939-55011	-300,000.00
Gordy Road	Increase Lawsuit Proceeds	97010-456939-48021	300,000.00
Expenditures:			
Fitzwater Lift Station	Decrease Construction	97010-513026-55011	-300,000.00
Gordy Road	Increase Engineering	97010-513020-48021	32,000.00
Gordy Road	Increase Construction	97010-513026-48021	268,000.00

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 8th day of June 2020, 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 _____, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Julia Glanz, City Administrator