

CITY OF SALISBURY

CITY COUNCIL AGENDA

SEPTEMBER 28, 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. PROCLAMATIONS - City Administrator Julia Glanz

• Bird City Maryland

• Fire Prevention Week

6:20 p.m. ADOPTION OF LEGISLATIVE AGENDA

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

- May 19,2020 Budget Work Session Minutes
- September 8, 2020 Work Session Minutes
- September 14, 2020 Legislative Session Minutes
- Resolution No. 3062 approving the appointment of Amy Heger to the Sustainability Advisory Committee for the term ending September 2023
- Resolution No. 3063 declaring that Spicy Chicken, LLC is eligible to receive Enterprise Zone benefits for property located at 107 Williamsport Circle, Salisbury, Maryland
- <u>Resolution No. 3064</u>- accepting a donation of a new walk-in freezer and payment for a rented freezer from the Salisbury Zoo Commission for the Salisbury Zoological Park

6:25 p.m. AWARD OF BIDS – Procurement Director Jennifer Miller

Award of Bid, RFP A-21-101, Architectural/Engineering Support Services

6:35 p.m. ORDINANCES - City Attorney Mark Tilghman

- Ordinance No. 2614- 2nd reading- to amend the following sections of Title 13, Public Services of the Salisbury Municipal Code: Chapter 13.01.030, 13.02.020b.3,.7.,8., 13.02.050, 13.02.060e., 13.02.070, 13.02.080, and 13.02.090 to revise the Comprehensive Connection Charges definition and applications
- Ordinance No. 2615 2nd reading- to amend the Fee Schedule for FY2021
- Ordinance No. 2616- 2nd reading- to authorize the Mayor to enter into a contract with the Bureau of Justice Assistance for the purpose of accepting grant funds in the amount of \$78,445.00, and to approve a budget amendment to the FY2021 Grant Fund to appropriate funds for Personal Protective Equipment (PPE) purchases

- Ordinance No. 2617- 2nd reading- to authorize the Mayor to enter into a contract with the Community Foundation of the Eastern Shore for the purpose of accepting grant funds in the amount of \$5,000.00, and to approve a budget amendment to the FY2021 Grant Fund to appropriate funds for offsetting Personal Protective Equipment (PPE) purchases
- Ordinance No. 2618- 2nd reading- to authorize the Mayor to enter into a contract with the Maryland Community Health Resources Commission for the purpose of accepting grant funds in the amount of \$24,799.00, and to approve a budget amendment to the FY2021 Grant Fund to appropriate funds for establishing a Telehealth component to the Swift Program
- Ordinance No. 2619- 1st reading- pursuant to Chapter 17.228 of Title 17, Zoning of the Salisbury Municipal Code and Section 4-103 of the Land Use Article of the Annotated Code of Maryland for the purpose of amending Section 17.212.030, to add Warehouses Or Storage Facilities as a permitted use in Shopping Centers
- Ordinance No. 2620- 1st reading- to amend Chapter 12.36 Sidewalk Cafes of the Salisbury Municipal Code to amend the requirements for Sidewalk Cafes

7:10 p.m. PUBLIC COMMENTS

7:15 p.m. COUNCIL COMMENTS

7:20 p.m. ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk's Office, Room 305— City/County Government Office Building, 410-548-3140 or on the City's website www.salisbury.md. 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 - OCTOBER 12, 2020

- Presentation- State of MD Fiscal and Economic Outlook presented by MD Comptroller Peter Franchot
- Proclamations-Indigenous Peoples Day & Dysautonomia Awareness Month 2020
- Resolution No. reappointing of Mary Buffington to the Bicycle & Pedestrian Advisory Committee
- Resolution No._- reappointing of Dr. Neill Carey to the Ethics Commission
- Resolution No. reappointing of David Scheid to Friends of Poplar Hill Mansion
- Ordinance No._- 2nd reading- to amend Chapter 12.36 Sidewalk Cafes

Join Zoom Meeting

https://us02web.zoom.us/j/5362772908

Meeting ID: 536 277 2908 One tap mobile

+13017158592,,5362772908# US (Germantown)

+13126266799,,5362772908# US (Chicago)

+19292056099,,5362772908# US (New York)

1		С	ITY OF SALISBURY	
2	ZOOM BUDGET WORK SESSION			
3			MAY 19, 2020	
4	20 , 20 20			
5		Pub	olic Officials Present	
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7	Coun	cil President John "Jack" R. Heath	Mayor Jacob R. Day**	
8	Coun	cil Vice-President Muir Boda	Councilwoman Angela M. Blake**	
9	Coun	cilwoman Michele Gregory	Councilwoman April Jackson	
10		**joined Zoom session late	e, not at the beginning of the session	
11				
12			<u>In Attendance</u>	
13	City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Finance Director Keith			
14		ey, and Assistant City Clerk Diane Cart		
15	****	***********	************	
16	The Ci	ty Council convened in its third FY21	Budget Session at 8:30 a.m. via ZOOM	
17	Teleco	onferencing for General Discussion, Fi	nal Adjustments, and Approval of the FY21 Budget	
18	as it is	to be presented for second reading a	nd adoption at an upcoming Council Meeting.	
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20	The fo	llowing is a synopsis of topics discusse	ed:	
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22	Finance Director Cordrey reviewed a spreadsheet of Revenues & Expenses at the Mayor Level			
23	which reflects a use of \$2,259,000.49 of surplus, more than the usual maximum target of			
24	approximately \$1,600,000 of surplus. The amount was over the maximum target even before an			
25	exception was made for a transfer of \$570,000 which means the City is still over its targeted			
26	normal variance by approximately \$103,000 before making any additional adjustments. It was			
27	noted that the numbers do not include the potential effects of COVID-19 on FY21 Revenues.			
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29	Finance Director Cordrey then reviewed Mayor level budget item possibilities slated for			
30	discussion today which included:			
31		Landlord License/Registration Fees		
32		Procurement - Computer		
33		HCDD – Training		
34	>	Fire Department – Pay Plan		
35	Field Ops – Electrician			
36		Field Ops – Chipper		
37	>	Day Care Program		
38	- Financ	o Director Cordrey then reviewed Fin	ance Department adjustment items for Council	
39	Finance Director Cordrey then reviewed Finance Department adjustment items for Council			
40	consideration brought up by various departments representing errors/items just discovered/new information since Council last met in Budget Work Session which included:			
41		Part-time Field Ops position – clarific	_	
42			•	
43 44		– net effect - \$18,500	pility Study, Port Security, and Assistant Firefighters	
44 45	 Mayor's Office typo - removes approximately (\$39,000) from Dues line item 			
4 0		iviayor 3 office typo - removes appro	Annately (700,000) Holli Dues line Itelli	

- Homeless Manager Step & Health insert \$11,397
- Fire Department Email Accounts listed on spreadsheet for \$7,000 City Administrator Glanz confirmed removal of this item to Mr. Cordrey

by (\$1,000) - President Heath said he had spoken to the Mayor about including a line

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Finance Director Cordrey called for questions which generated discussion/action on the following topics: Insert Chipman Center Line Item for \$2,500 and decrease Council Advertising Line Item

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item for Chipman Center – City Administrator Glanz confirmed receipt of a document regarding same President Heath invited questions/comments about previous budget work session topics

discussed, deferring topic of Landlord License/Registration Fees until Mayor Day could join the Zoom session.

- > Vice President Boda acknowledged that most of his list items had been covered but did bring up the following items:
 - Citywide Training discussed was a price determined for HCDD Training?
 - Chipper requested has price been determined if Council opts to include in budget?
 - Daycare have any costs been determined

Deputy Administrator Kitzrow spoke about the budget process – Department Heads asked to first list essential items and then prepare a flat line budget as much as possible, reallocating funds between line items when and where applicable. First discussion of HCDD budget included the need for training funds, but Mr. Kitzrow was unsure if training was funded with new money or reallocation of funds. He further opined that much of in-person training involved lodging expense which due to COVID-19 has decreased/been cancelled and is anticipated to remain so for at least the first two quarters of 2021.

City Administrator Glanz interjected that HCDD Director Howard had since submitted a request for an additional \$2,731 for training, and she agreed with Deputy Administrator Kitzrow's assessment that more virtual sessions would be less costly. She also mentioned sharpening the pencil to determine more precisely where funds could be reallocated.

President Heath recommended looking at funding the mandatory training required by law in conjunction with looking at reallocation of funds based on overall department needs. City Administrator Glanz also said HCDD Director Howard had further provided an amount of \$1,390 for mandatory training, so perhaps funding \$1,000 and reallocating funds may be a reasonable compromise, however Council wished to approach it.

Councilwomen Jackson and Gregory had no other items as all their items had already been covered; Councilwoman Blake had not yet joined the Zoom Session.

Deputy Director Kitzrow provided an update on the status of the City providing Daycare as an employee benefit which generated Council discussion and included the following:

a tentative budget has been established

- 91 employee survey would be taken to determine how many employees would utilize the 92 Daycare benefit, how much they would be able to pay, etc.
 - survey results would be presented to a Daycare Task Force for review/recommendations and Councilwoman Gregory may be requested to be part of that Task Force given her expressed interest and previous experience with Daycare Administration
 - planning to include it in FY22 Budget Presentation in the Spring of 2021
 - o going to be set up to be self-sustaining revenues offset expenses
 - o if subsidy needed, would be presented as an essential item
 - strong objective/outline established
 - o determine employee interest in benefit
 - secure/negotiate facility
 - o line up staff

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estimated 15-20 employee participants needed to make it financially viable

After discussion, there was Council consensus that City provided Daycare is a priority item.

City Administrator Glanz referred back to Vice President Boda's question about the price of a chipper since the City's current chipper repeatedly breaks down and reported that FOps Director Stevenson indicated the City could purchase one under a State Contract for approximately \$40,000.

Mayor Day joined the Zoom Session and acknowledged the additional changes recommended at the Mayor Level for the FY21 Budget:

- fund the five to six partners like the Chipman Center who had been sent letters that their organization had been funded but reported receiving the letter late
- > adjustment due to evaluation of a Police Supervisor that should be accommodated in the budget without a Council Level adjustment
- adjustment in pay plan of \$5,000 for Mayor's Office Employee –an agreement set in place over a year ago but not funded in FY20 Budget

Mayor Day initiated discussion on the proposed increase to the Rental Registration and Landlord License Fees and discussion topics included:

- Council had been significantly lobbied
- City eliminating the justifiable increase this year current fees do not cover the costs associated with processing and issuing the required documents - and making up the difference in revenue from surplus contingent upon the status of the cooperative relationship between the City and Landlord partners while trying to keep tenants housed during COVID-19 Pandemic
- some landlords indicating possibility of passing fee increase on to tenants
- > misdemeanor if landlords pass the fee increase to tenants during COVID-19 Pandemic
- > rent relief application and payment process does payment go to tenant or directly to
- > rent relief payment processes already in place through Salisbury Neighborhood Housing Services (SNHS) which adhere to governmental guidelines/regulations President Heath asked the Mayor to request a copy of the guidelines/regulations from SNHS Executive Director Meadows – Mayor Day referred to upcoming CDBG Legislation

and Public Hearing for COVID-19 money and coordinating Council's request for information with SNHS Executive Director Meadows at that same time

Finance Director Cordrey clarified for President Heath that the differential was now \$98,213 away from the budget target.

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Additional Council comments and discussion topics at this time included:

- offering a discount or assessing punitive costs for landlords adhering to or in violation of City policies respectively – not a possibility because fees must be reflective of expenses
- ➤ additional questions for SNHS Executive Director Meadows about rental assistance payment process and renters' knowledge of process and events City Administrator Glanz was able to clarify the process for Council

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President Heath generated additional Council comments and discussion by asking if there was Council consensus to eliminate the Rental Registration and Landlord License Fees from the budget which would eliminate \$150,000 in Revenue, contingent upon the status of the cooperative relationship between the City and Landlord partners while trying to keep tenants housed during COVID-19 Pandemic; if the status of the cooperative relationship deteriorated, the Fees and subsequent Revenue could be added back into the FY21 Budget.

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Additional comments and discussion topics at this time included:

- ➤ behavior versus actions people requesting no increase in fees during Monday's meeting at the same time having associate companies issuing letters of eviction to tenants that locks would be changed on Friday
- evidence suggests status of cooperative relationship between the City and Landlord partners is not good – increase in Fees should be contingent upon that status – City should not consider accommodating request from partners not operating in good faith with City or tenants
- violation of State Law due process— cannot evict without a court order in conjunction with Governor's Order that Courts will be closed - companies called by the Mayor expressing remorse for violations
- potential to adversely affect cooperative landlords if Fees increased
- discussion of proposed City legislation and accompanying Executive Order that within five days of passage requires landlords to provide a hard copy of the Mayor's letter to all tenants informing them of their rights to not leave their homes unless evicted by a court order even if they are otherwise notified to leave – each instance of landlord noncompliance with the provisions of the legislation is a misdemeanor
- possibility that SAPOA consider contacting its members not operating in good faith with the City because an increase in Fees would affect all SAPOA members including those operating in good faith with the City
- overview of timeline provided by City Attorney for emergency passage of proposed legislation discussed at Monday's meeting in conjunction with the timeline for adoption of City's FY21 Budget and the time required for preparation of final budget documents for approval

After discussion, there was Council consensus to leave the proposed increase to the Rental Registration and Landlord License Fees in the budget at this time; Council would have the

181	opportunity to amend the Fee Ordinance at the table to eliminate the Fee increases prior to the			
182	passage of the ordinance. The City would then deal with the reduction in revenue as opposed to			
183	changing all of the budget documentation.			
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185	Final adjustments Finance Director Cordrey was authorized to make during this meeting			
186	included:			
187	Revenues – Decrease Real Property Tax PS Exemption (20,000.00)			
188	Expenses			
189	o Increase Procurement Computer 580.00			
190	 Decrease Council Advertising (1,000.00) 			
191	o Increase Chipman Community Center 2,500.00			
192	o Increase Mayor's Office Pay Plan 5,000.00			
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194	Mayor's Office will research and determine today what the stipend is for Lower Eastern Shore			
195	Heritage and where it should be inserted in the budget – possibly in HCDD's budget.			
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197	Finance Director Cordrey clarified for President Heath the use of three surplus accounts –			
198	Capital, Operating Police (Speed Camera) and Operating – in relation to the amount of surplus			
199	allowed to be used and the City's targeted variance.			
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201	In closing, President Heath thanked all for being prepared and contributing to the budget			
202	process, including Council, Staff, and PAC14. He reminded all about the next Zoom Council			
203	Meeting on Tuesday, May 26, 2020 and hoped all remained safe.			
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205	With nothing further to discuss, the Budget Work Session adjourned at 9:37 a.m.			
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208	Assistant City Clerk			
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211	Council President			

CITY OF SALISBURY WORK SESSION (VIA ZOOM MEETING) SEPTEMBER 8, 2020			
Public Officials Present			
Council President John "Jack" R. Heath Councilwoman Angela M. Blake Councilwoman April Jackson	Council Vice President Muir Boda Councilwoman Michele Gregory		
<u>Pu</u>	ablic Officials Absent		
Ν	Mayor Jacob R. Day		
	In Attendance		
Deputy City Administrator Andy Kitzrov City Clerk Kimberly Nichols.	w, Fire Chief John Tull, City Attorney Mark Tilghman, and		
	reau of Justice Assistance (BJA) Grant for the purchase ire Department and Salisbury Police Department		
Coronavirus Emergency Supplemental F	nance to accept a grant from the DOJ BJA through the FY20 funding Program in the amount of \$78,445 to be used to epartment and Salisbury Fire Department as necessary to crisis.		
Council reached unanimous consensus to	advance the ordinance to legislative agenda.		
Budget Amendment to accept Commu 19 Grant for Salisbury Fire Departmen	nity Foundation of the Eastern Shore (CFES) COVID- nt PPE Purchases		
	ccept a grant for \$5,000 from the CFES for PPE purchases rtment in response to the COVID-19 pandemic to purchase		
Council reached unanimous consensus to			
	advance the ordinance to legislative agenda.		
Budget Amendment to accept Marylan (MCHRC) Grant for the SWIFT Tele-	nd Community Health Resources Commission		

pharmacy/med reconciliation, iPads/tablets for telehealth visits, mobile wi-fi hotspot to facilitate 33 access and PPE for paramedics or CHW to facilitate telehealth visits. 34 35 36 Council reached unanimous consensus to advance the ordinance to legislative agenda. 37 38 **Council Remarks** 39 40 Mr. Boda thanked Chief Tull for bringing the grants to Council. He thanked all of the teachers who were adapting and adjusting to the educational situation, and wished the students luck in the Fall 41 semester. He encouraged everyone to support local businesses and to tip their waiters and drivers. 42 43 Ms. Jackson reminded everyone to practice social distancing, wear their masks, and to continue 44 sanitizing. 45 46 47 Ms. Blake asked those to donate blood who were healthy enough. 48 Ms. Gregory, who was participating in the Zoom meeting from the Peninsula Regional hospital 49 room of her son, thanked the Fire Department for the professional EMS help and caring attitudes of 50 everyone she and her family came in contact with, and the great amount of work by the hospital's 51 nurses and doctors during the pandemic. She asked college students to practice social distancing. 52 53 54 President Heath encouraged everyone healthy enough to give blood. He also asked those who had not registered in the Census to take the time to do so, as the City's state and federal funding for the 55 next ten years depended on the results of the Census. He reminded everyone to wear their masks 56 and stay safe. 57 58 Adjournment 59 60 With no further business to discuss, the Work Session adjourned at 4:43 p.m. 61 62 63 City Clerk 64 65 66 Council President 67

1	CITY OF SALISE	BURY, MARYLAND		
2	REGULAR MEETING (VIA ZOOM MEETIN	NG) SEPT	TEMBER 14, 2020	
4 5	PUBLIC OFFICIALS PRESENT			
6 7 8 9	President John "Jack" R. Heath Councilwoman Angela M. Blake Councilwoman April Jackson	Council Vice-Pres Councilwoman Mi		
10 11 12	PUBLIC OFFI	CIALS ABSENT		
13 14	Mayor Jacob R. Day			
15 16	<u>IN ATTI</u>	ENDANCE		
17 18 19 20	City Administrator Julia Glanz, City Clerk Kimberly Nichols, City staff and interested members of the Public. ***********************************			
21 22 23 24 25 26	The City Council met in regular session at 6:00 p.m. via a Zoom Meeting. Council President John R. Heath called the meeting to order and called for a moment of silent meditation. PROCLAMATIONS			
27 28 29 30 31 32 33 34 35	Welcoming Week City Administrator Julia Glanz presented the proclamation to proclaim Welcoming Week in the City of Salisbury and to recognize the daily contributions made by neighbors that make Salisbury a place we are proud to call home. National Welcoming Week is recognized as we reach across our differences to build stronger relationships and neighborhoods. The City is committed to recognizing the dignity of all people and the diversity, inclusivity and tolerance, and accepts all who live, work and attend school in Salisbury, regardless of their national origin, race, religion, sexual orientation or gender identity, socioeconomic status, or political opinion.			
36 37 38 39 40 41 42 43	Wicomico Goes Purple Month Ms. Glanz presented the Wicomico Goes Purple Wicomico Goes Purple Initiative planned for Se of National Recovery Month. Both initiatives for dangers of substance misuse. National Recover recovery and Wicomico Goes Purple focuses on available in the community, and the important re epidemic.	eptember 2020 during the 31 st Acus attention on raising awaren y <u>Month</u> celebrates the gains ma n prevention, treatment and reco	annual Observance dess about the ade by those in overy resources	
45 46	Citizens may visit the Wicomico Goes Purple we	ebsite at wicomicogoespurple.c	om.	

ADOPTION OF LEGISLATIVE AGENDA

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49 Ms. Blake moved and Ms. Gregory seconded to approve the legislative agenda.

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Mr. Boda moved to amend the legislative agenda by removing Ordinance No. 2614 and Ordinance No. 2615 from the agenda. Ms. Jackson seconded, and the amendment was unanimously approved.

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The legislative agenda, as amended, was approved by unanimous vote in favor.

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CONSENT AGENDA – presented by City Clerk Kimberly Nichols

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The Consent Agenda consisting of the following items was unanimously approved on a motion and seconded by Ms. Blake and Mr. Boda, respectively:

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- April 22, 2020 Budget Work Session Minutes
- August 17, 2020 Special Meeting Minutes
- August 17, 2020 Work Session Minutes
- August 24, 2020 Legislative Session Minutes
- Resolution No. 3061- approving the reappointment of David Herrick to the Parks & Recreation Committee for the term ending September 2023

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ORDINANCES- presented by City Attorney Mark Tilghman

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Ordinance No. 2616- 1st reading- to authorize the Mayor to enter into a contract with the Bureau of Justice Assistance for the purpose of accepting grant funds in the amount of \$78,445.00, and to approve a budget amendment to the FY2021 Grant Fund to appropriate funds for Personal Protective Equipment (PPE) purchases

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Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve *Ordinance No. 2616 for first reading.*

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Ordinance No. 2617- 1st reading- to authorize the Mayor to enter into a contract with the Community Foundation of the Eastern Shore for the purpose of accepting grant funds in the amount of \$5,000.00, and to approve a budget amendment to the FY2021 Grant Fund to appropriate funds for offsetting Personal Protective Equipment (PPE) purchases

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Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve *Ordinance No. 2617 for first reading.*

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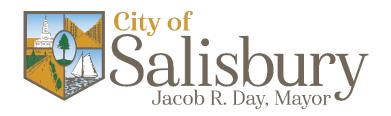
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Ordinance No. 2618- 1st reading- to authorize the Mayor to enter into a contract with the Maryland Community Health Resources Commission for the purpose of accepting grant funds in the amount of \$24,799.00, and to approve a budget amendment to the FY2021 Grant Fund to appropriate funds for establishing a Telehealth component to the Swift Program

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87	Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve
88	Ordinance No. 2618 for first reading.
89 90 91 92	President Heath thanked Chief Tull for securing the grants, and commended the SWIFT Team on their hard work, successes and impact on the lives of community members in need of their services.
93 94	PUBLIC COMMENTS
95 96	There were no requests for public comments.
97 98	COUNCIL COMMENTS
9 0 1 2	Mr. Boda thanked Chief Tull for his hard work securing the grants. He asked everyone to support their local businesses and restaurants, and to tip their servers and delivery drivers.
2 3 4 5	Ms. Jackson asked everyone to wear their masks properly, wash their hands and practice social distancing of 6 feet. She also thanked the Census 2020 Committee for their hard work.
6 7 8	Ms. Blake remarked on the Census 2020 and the impressive work the committee was doing. She reminded everyone to give blood if healthy. She also said the community was very giving and caring.
9 0 1 2 3	Ms. Gregory asked everyone to fill out their census to bring over \$18,000 in funding per person, per year for ten years. She thanked the Emergency Response Team and Peninsula Regional Medical Center for taking such good care of her son. Keep wearing your masks, be safe and take care of your neighbors.
; ; ;	Ms. Glanz reported on the event over the weekend whereby volunteers gave away masks, awareness education, and helped 34 families complete the Census which accounted for 81 individuals, which would bring \$1.5 million into the community.
	She also commended Caroline O'Hare on her work with the virtual National Folk Festival performances over the weekend.
	President Heath asked everyone to wear their masks and to take care of each other.
	<u>ADJOURNMENT</u>
	With no further business to discuss, the Legislative Session adjourned at 7:24 p.m.
	City Clerk
	Council President



MEMORANDUM

To: Julia Glanz, City Administrator

From: Julie English, Administrative Assistant

Subject: Appointment to the Sustainability Advisory Committee

Date: September 22, 2020

The following person has applied for appointment to the Sustainability Advisory Committee for the term ending as indicated:

Name Term Ending
Amy Heger September 2023

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

Attachments



DR. AMY HEGER

CEO, THE NIGHT WATCH
CHILDCARE

ABOUT ME

After moving to the shore in 2002 to attend college, I fell in love with the area and the beach. Instead of moving home after college, I decided to take a job in Mardela Springs and make Salisbury my home permanently. In 2018, I opened The Night Watch Childcare Center in Salisbury where I currently serve as the CEO.

EDUCATION

WALDEN UNIVERSITY

2013-2019 Ed.D in Special Education

UNIVERSITY OF MARYLAND EASTERN SHORE

2004-2006 Masters of Special Education

SALISBURY UNIVERSITY

2002-2004 | Bachelors of English

EXPERIENCE

SKILLS

CONTACT

Copy Writer
Social Media
Google Apps
Email Marketing
Virtual Events

2018-present

THE NIGHT WATCH CHILDCARE CEO

- Online Marketing
- Advocating for families
- Leading professional development of staff

2010-2019

SOMERSET COUNTY PUBLIC SCHOOLSCLASSROOM TEACHER

- Developed short and long term goals and objectives
- Utilized technology for instruction and professional development
- Secondary Teacher of the Year, 2017

443.783.8300 info@thenightwatchchildcare.com www.thenightwatchchildcare.com 2028

WICOMICO COUNTY PUBLIC SCHOOLS CLASSROOM TEACHER

- Developed and behavioral programs
- Managed support staff



DR. AMY HEGER

CEO, THE NIGHT WATCH
CHILDCARE

TO: JULIA GLANZA

MY NAME IS DR. AMY HEGER AND I AM THE CEO OF THE NIGHT WATCH CHILDCARE CENTER. AS A CURRENT GREEN BUSINESS, WE WANT TO NOT JUST CONTINUE GREEN PRACTICES IN OUR CENTER, BUT TO ALSO HELP OTHER BUSINESSES IN OUR AREA USE GREEN PRACTICES.

EVEN WITH THE COVID-19 CRISIS, GREEN AND HEALTHY PRACTICES ARE A PROACTIVE MEASURE TO HELP WITH THIS VIRUS AS MANY STRATEGIES INVOLVE REACTIONARY MEASURES.

BE SAFE AND I LOOK FOWARD TO SERVING ON THIS COMMITTEE.

DR. AMY HEGER

1	RESOLUTION NO. 3062			
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3		y of Salisbury, Maryland that the following		
4	<u> </u>	ty Advisory Committee, for the term ending as		
5	indicated.			
6	N	m		
7	Name A	Term Ending		
8 9	Amy Heger	September 2023		
9 10				
11	THE AROVE RESOLUTION was	s introduced and duly passed at a meeting of the		
12	THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on September, 2020.			
13	Council of the City of Builsbury, Maryland			
14	ATTEST:			
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18	Kimberly R. Nichols	John R. Heath		
19	CITY CLERK	PRESIDENT, City Council		
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22	APPROVED BY ME THIS			
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28	Julia Glanz, City Administrator, for and at			
29	the direction of Jacob R. Day, MAYOR			

INTER	
OFFICE	MEMO

Office of the Business Development

To: City Council From: Laura Soper

Subject: Enterprise Zone Eligibility – Spicy Chicken LLC

Date: September 22, 2020

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

I recommend that the City Council adopt the attached resolution designating Spicy Chicken LLC located at 107 Williamsport Circle, eligible to receive the benefits of the Enterprise Zone.

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

cc: Julia Glanz Kim Nichols

Attachments

Application for Maryland State Enterprise Zone Certification in

Salisbury-Wicomico County, Maryland

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

Applying For:		
Income Tax Credit	<u>x</u>	
Real Property Tax Credit		
Personal Property Tax Credit (Applies only to Focus Area Zones)		
This Section is to be filled by Local Zone Administrators Only		

The Real Property Credit

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

Necessary Qualifications

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

1 REV. MAR2018

The State Income Credit

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

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

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

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

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Section A: Applicant Information

Name of Business / Developer applying for Enterprise Zone credits: Spicy Chicken, LLC
Name of Contact Person: Sara Lavdas
Title: CFO
Phone: 410-279-4434
Email: sara.lavdas@longandfoster.com
Mailing Address: 107 Williamsport Cir, Salisbury, MD 21804
Section B: Enterprise Zone Property Information
Enterprise Zone Property Address: 107 Williamsport Circle, Salisbury, MD 21804
Property Tax Account Number: 13-059748
Property Ownership: Diamond Dudley, LLC
Lease: X Own:
If leased, please provide a copy of your lease agreement attached
Please also include:
Certificate of Good Standing from the State Department of Assessments & Taxation attached
Proof that your Real Property & Personal Property Taxes are current and paid not due until 2021
Section C: Enterprise Zone Property Improvements Information
To be eligible for Enterprise Zone property tax credits, the application must be submitted prior to the project completion date and issuance of User/Occupancy Permits. If the developer or company making property improvements is applying on behalf of the property owner, the property owner must concur with the application by co-signing below. The property tax credits are automatically applied to the property tax bill (i.e., directly awarded to the property owner only). If you are not applying for the property tax credit, this section may be left blank.
Owner of the Real Property:
If not owned by an individual, please name all owners/principals of aforementioned organization:
Mailing address of property owner:

Phone:			
Email Address:			
Project Start Date:			
Anticipated Project Completion Date:			
Briefly describe capital improvements plans:			
Type of Construction and Costs			
Cost of building(s) & land (acquisition): \$			
New Construction: \$			
Rehabilitation: \$			
Cost of new machinery & equipment*: \$			
I agree as a condition if certification to provide all data requested.	a required by the Enterprise Zone Administrator as		
Name of Applicant:	Position/Title:		
Applicant Signature:	Date:		
Name of Property Owner:	Position/Title:		
Property Owner Signature:	Date:		

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

Section D: Enterprise Zone Employment Tax Credit Information

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

Company Applying for Employment Credit (the company that will file State Income Taxes on behalf of the organization): Spicy Chicken, LLC (Ryder Ventures, LLC will file the payroll returns, but is 100% owned by Spicy Chicken, LLC

If not owned by an individual, please name all owners/principals of aforementioned organization:

Richard S Barr III (20%) and Brandon C Brittingham (80%)			
Federal Employer Identification Number (EFIN): 84-4179891			
Unemployment Insurance #: 0037255858	_NAICS Code (if	available):531210	
Type of Business (i.e., restaurant, retail, financial service	es, etc.): Real	Estate & Property Mgmt	
Is business located in the Enterprise Zone now?	Yes X	No	
If yes, since what year: February 3 2020			
Is the business relocation from another place?	Yes	No <u>X</u>	
If yes, where was the previous location?:		_	
Is the business a new, start-up?	Yes <u>x*</u>	No	
Did the Enterprise Zone benefits affect your decision to	locate at this ac	ddress? Yes No _X	
If yes, please explain how the Enterprise Zone benefits will assist your business. :			
Number of existing employees:			
If you are new to the Enterprise Zone, please provide the number of employees before relocating or locating in the Enterprise Zone: 2*			
If you were already located in the Enterprise Zone, please provide the number of employees as of date of this application in the Enterprise Zone:			
Number of new full-time jobs to be created in the Enterprise Zone in the next 12 months:3			
Number of new part-time jobs to be created in the Enterprise Zone in the next 12 months: 2			
I agree as a condition of certification to provide all data required by the Enterprise Zone Administrator as requested. (Signature lines on next page)			

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Name of Applicant: Sara Lavdas	_Position/Title:CFO
Signature: Shull	Date: <u>9/2/2020</u>

^{*} Spicy Chicken, LLC is a joint venture between Richard Barr and Brandon Brittingham. Brandon owns Brandon C Brittingham Realtor PC, which is also located in the same place and applied as an Enterprise Zone business during 2019. The 2 positions that are listed above as existing prior located in the zone, were actually employee of his other company that moved to this company. When claiming the enterprise zone credits, we will not use those positions to claim any credits as those 2 credits were claimed as part of his 2019 return for the other company.

Commercial Lease Agreement for 107 Williamsport Circle, Salisbury, Maryland 21804

Diamond Dudley Properties, LLC (Landlord) and Spicy Chicken, LLC (Tenant)

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made and effective this 3 day of february 2020 (the "Effective Date"), by and between Diamond Dudley Properties, LLC ("Landlord"), a Maryland limited liability company, and Spicy Chicken, LLC ("Tenant"), a Maryland corporation (Landlord and Tenant are hereinafter referred to collectively as the "Parties").

WHEREAS, Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, for the term, and upon the mutual covenants, agreements and the rentals set forth herein, the Leased Premises as defined

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable herein below. consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

Lease of Premises. Landlord is the owner of all that certain parcel of land and improvements located thereon commonly known and numbered as 107 Williamsport Circle, Salisbury, Maryland 21804 (collectively the "Building"). Landlord does hereby lease to Tenant, and Tenant hereby agrees to lease from Landlord, the premises containing approximately 6000 +/- square feet of rentable floor space located within the Building (the "Leased Premises"), which said Leased Premises represents a portion of the first floor of the Building, as more particularly set forth and shown on Exhibit A. Upon the Parties' execution of this Lease, the Parties shall each be bound by all of the terms set forth herein.

Term. 2.

- Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a term beginning on the Effective Date (as defined hereinabove) and continuing through and until January 18F, 20 21 (the "Initial Term"), subject to the terms and conditions set a)
- Renewal Options. Tenant shall have the option to renew this Lease (the "Renewal Option") for - ten (10) renewal term of _______(1_) years (the "Renewal Term"), upon the same terms and conditions set forth herein, except that Minimum Rent (as defined herein) shall be due for the entire b) Renewal Term and the amount of Minimum Rent due for each and every year of the Renewal Term, Renewal Term. Tenant shall exercise the Renewal Option, if at all, by giving Landlord written notice specifying Tenant's election to exercise the Renewal Option granted under this Section 2(b) at least one hundred eighty (180) days prior to the expiration of the Initial Term. (As used in this Lease, the word "Term" shall be deemed to include, where appropriate, the Initial Term and the Renewal Term.) Landlord retains the absolute right, in its sole discretion, to lease the Leased Premises to Tenant for the Renewal Term.

Initial for Acceptance of Terms: Tenant(s): Landlord

Minimum Rent. 3.

The "Rent Commencement Date" shall be February 3, 2020. The Parties expressly acknowledge and agree that, beginning on the Rent Commencement Date Tenant shall pay annual a) minimum rent (the "Minimum Rent") to Landlord, in monthly installments, without deduction, set-off, recoupment, counterclaim or demand, except as otherwise provided herein, in accordance with the following schedule:

Minimum Rent for Initial Term:

Minimum Rent to	r initial Term.	24. A A A A A A A A A A A A A A A A A A A
Voor#1/ EPM	3, 2020 - Dec 31, 2020)	\$ 34,000 .00 Per Year \$3,000 Per Month
	1,202 1 - Dec 31,202 1)	\$ 37,600.00 Per Year \$ 3,150. Per Month
Year#2(Jan		\$39,696.00 Per Year \$3,309. — Per Month
Year #3 (Jan	1, 202 <u>2 - Dec 31, 202</u> 2)	\$31,010.00 Per rear \$5,500.
	1,2023 - Dev 31,2023)	\$ 41, 616.00 Per Year \$ 3,473. Per Month
Year # 4 (Jan		7: 17
Year # 5 (JAN	1,202A- Deg 31,202A)	5 17, 14 7.00 C 10dl 4 5 10 appodule st

- Each payment of the monthly installment of the Minimum Rent, in accordance with the schedule set forth above, shall be due from Tenant, in advance, on the first (1st) day of each calendar month during b) the Term and all payments of the Minimum Rent shall be sent to Landlord at the address of 107 Williamsport Circle, Salisbury, Maryland 21804 or at such other address as may be directed by Landlord. Any delay or failure on the part of Landlord in computing or billing for any of the Rents due hereunder shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such of Rents. The payment of Minimum Rent for any partial calendar month during the Term shall be prorated on a daily basis.
- In the event that any monthly installment of Minimum Rent or Additional Rent (as defined herein) shall be past due for more than ten (10) days following written demand therefor from Landlord to c) Tenant, Tenant shall pay to Landlord as Additional Rent a late charge of ten percent (10%) of the unpaid Minimum Rent or Additional Rent as the case may be. The late charge imposed under this Section 3(c) is not a penalty and has been agreed to by Landlord and Tenant as necessary to compensate Landlord for its additional costs associated with any late payment of Rent.

Use. 4.

- Tenant shall use the Leased Premises for the sole purpose of office and storage space. Tenant shall not use the Leased Premises in any way which results in or could be reasonably determined to result a) in: (i) any waste of the Leased Premises or any part thereof; and/or, (ii) a public or private nuisance that may disturb the quiet enjoyment of Landlord or other tenants of the Building, if any. Any changes to Tenant's use of the Leased Premises shall require Landlord's prior written consent, subject to Landlord's sole discretion. Landlord represents and warrants that Tenant shall be permitted to access and utilize the Leased Premises on a 24/7 basis.
- Subject to the provisions of Section 28 hereof, Tenant shall, at its sole cost and expense, comply with all federal, state and/or local laws, regulations and/or ordinances, and with the recorded covenants, b) conditions and restrictions affecting the Leased Premises (if any), relating to or arising from Tenant's use of the Leased Premises, including, but not limited to: the Americans with Disabilities Act Amendments Act of 2008; all applicable federal, state and/or local laws, ordinances or regulations pertaining to air and/or water quality; federal, state or local law, regulation and/or ordinance prohibiting or otherwise restricting hazardous materials, waste disposal, air emissions, and other environmental matters; zoning and other land use matters and/or utility availability; and/or, any direction of any public officer, issued pursuant to law, which imposes any duty upon Landlord or Tenant with respect to Tenant's use or occupation of the Leased Premises.

Sublease and Assignment. 5.

Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Leased a) Landlord: 183 Initial for Acceptance of Terms: Tenant(s):

Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Leased Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall be subject to Landlord's sole discretion. Landlord's consent to one assignment, subletting, occupation or use by any person and/or entity other than Tenant shall not be deemed to be a consent by Landlord to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without Landlord's prior written consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to any sublease or assignment hereunder, Tenant shall pay b) Landlord all reasonable fees incurred by Landlord in connection with the preparation and completion of any documents reasonably necessary to effectuate Landlord's giving of such consent, however in no event shall Tenant be required to pay Landlord any such fees in excess of Five Hundred Dollars and 00/100 (\$500.00).

Repairs. 6.

- By Tenant's execution of this Lease, Tenant shall be deemed to have accepted the Leased Premises a) in an "As Is With All Faults" condition and no warranty is made by Landlord with respect to the condition of the Leased Premises or its compliance with applicable federal, state and local laws governing the Building, the Leased Premises and/or Tenant's use of the Leased Premises. Landlord shall maintain, at its sole expense, the roof of the Building, provided any repair thereto is not caused by the negligent act(s) or omission(s) of Tenant. Tenant shall, at its sole cost and expense, keep the Leased Premises and every part thereof in good, clean and sanitary condition and repair, including without limitation, the maintenance, replacement and repair of any exterior doors, window casements, interior and exterior finishes, structure, floors, ceiling, glazing, plumbing, pipes, and/or the electrical wiring and/or conduits located on, upon or otherwise serving the Leased Premises. Tenant shall, at Tenant's sole cost and expense maintain the exterior of the Leased Premises in good clean condition and in compliance with all applicable federal, state and/or local laws.
- Tenant shall be responsible for all maintenance on the heating and air conditioning system ("HVAC b) System") located on, upon or otherwise serving the Leased Premises. Tenant shall use only licensed, insured, reputable HVAC contractor(s) for the aforesaid maintenance and repair of the HVAC System and Tenant shall supply Landlord with a copy of such HVAC System maintenance contract(s) and/or invoices for work performed on the HVAC System.

Alterations and Improvements. 7.

- Tenant shall make no alterations, additions or improvements in or to the Leased Premises without a) the prior written consent of Landlord, which such consent shall not be unreasonably withheld. All alterations, additions, improvements and fixtures (other than Tenant's unattached readily moveable furniture, fixtures and office/business equipment) which were made or installed by either party upon the Leased Premises shall remain upon and be surrendered with the Leased Premises and become the property of Landlord upon the expiration of the Term or earlier termination of this Lease. Upon the expiration of the Term or earlier termination of this Lease, Tenant shall, upon written notification from Landlord, forthwith and with all due diligence (and within no more than five (5) days from the date of Landlord's written notification), repair any and all damages to the Leased Premises caused by Tenant's use of the Leased Premises and/or Tenant's removal of any and all improvements made by Tenant to the Leased Premises or of any property of Tenant maintained on the Leased Premises, at Tenant's sole cost and expense.
- Subject to the provisions of Section 7(a) hereof, any and all construction work done by Tenant within, b) on or upon the Leased Premises shall be performed in a good and workmanlike manner and in compliance with any and all governmental requirements. Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all loss, liability or damage resulting from any such construction work. Prior to the commencement of any construction, Tenant shall obtain any and all Initial for Acceptance of Terms: Tenant(s): Landlord:

government permits necessary for such work and, if requested by Landlord, submit plans and the identity of the contractor performing the work to Landlord for its approval, which such approval shall not be unreasonably withheld by Landlord. Prior to the commencement of any construction work by Tenant hereunder, Tenant shall, if requested by Landlord, provide to Landlord evidence of the contractor's workmen's compensation and liability insurance, which must be in place at all times during the period of construction.

Insurance. 8.

- If the Leased Premises or any part of the Building is damaged by fire or other casualty resulting from a) any act or negligence of Tenant, or any of Tenant's agents, employees, customers, invitees, business invitees, licensees, contractors and/or subcontractors, the Minimum Rent shall not be reduced or abated while such damages are under repair, and Tenant shall be responsible for the costs of all repairs arising therefrom or in connection therewith which are not covered by insurance.
- Landlord shall maintain fire and extended coverage insurance on the Building, including the Leased b) Premises, in an amount not less than the replacement value of the Building and Tenant shall reimburse Landlord for Tenant's Pro-Rata Share (as defined in Section 8(a) hereof) of the insurance premium associated with the Building. Within sixty (60) days following Landlord's delivery of notice to Tenant providing the amount of Tenant's Pro-Rata Share of the insurance premium associated with the Building, Tenant shall pay such amount to Landlord. Tenant shall be solely responsible, at its sole cost and expense, for fire and extended coverage insurance on all of its personal property and contents, including removable trade fixtures, located upon or within the Leased Premises. Any and all property kept, stored or maintained within, on or about the Leased Premises by Tenant shall be so kept, stored or maintained at Tenant's sole and absolute risk.
- Tenant shall, at its sole cost and expense, maintain a policy or policies of commercial general liability c) insurance for and/or relating to Tenant's permitted use of the Leased Premises with the premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company licensed to do business in the State of Maryland with an AM Best rating of at least A-VII, which such insurance shall afford minimum protection of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, with additional umbrella coverage of the less than \$2,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on any insurance policy or policies obtained by Tenant in compliance with the terms of this Section 9(c), and, on or before the Occupancy Date, Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section 9(c). Landlord shall not be required to maintain insurance for and/or against thefts within the Leased Premises or the Building.
- Utilities. Tenant shall promptly pay any and all charges and/or fees assessed, billed or otherwise invoiced for all water, sewer, gas, heat, electricity, cable, internet, telephone service and any other utilities or services used on or about the Leased Premises during the Term of this Lease (collectively "Utility Services"). In the event any charges and/or fees for any Utility Services are not paid by Tenant within fifteen (15) days from the date such charges and/or fees are due and payable, such failure shall constitute a breach of this Lease. Landlord may, but shall not be required to, pay any charges and/or fees for Utility Services if Tenant fails to do so during the Term hereof, and, in the event Landlord makes any such payment in its sole discretion, all such sums shall be considered "Additional Rent" (as defined herein). Landlord shall not be liable for any interruption whatsoever in any Utility Services due to fire, accident, strikes, acts of God, or other causes beyond the control of Landlord or in order to make alterations, repairs or improvements to the Building.
- Additional Rent. For Purposes of this Lease, the term "Additional Rent" shall mean collectively Tenant's Pro-Rata Share of the Real Property Taxes and Assessments due under Section 8(a) hereof, Tenant's Pro-Rata Share of Landlord's insurance premiums due under Section 9(b) hereof and any and all other fees, charges or costs

Initial for Acceptance of Terms: Tenant(s): Landlord:

permitted to be assessed by Landlord against Tenant in accordance with the terms of this Lease. (As used in this Lease, the term "Rent" or "Rents" refers to Minimum Rent and Additional Rent collectively).

11. Signs. Tenant shall be permitted to erect and/or install decal signage on exterior facing door(s) and/or window(s) of the Leased Premises after first obtaining the consent of Landlord, which such consent shall not be unreasonably withheld. Tenant shall be responsible for complying with all applicable laws, regulations, ordinances and codes governing the installation and/or display of any signage placed on or upon the Leased Premises by Tenant and/or any of its agents or representatives. All signs installed and maintained at the Leased Premises shall be so installed and/or maintained at Tenant's sole cost and expense. All signs installed at the Leased Premises by Tenant shall be kept in good condition and in proper operation at all times.

12. Entry.

- Landlord shall have the right to enter onto the Leased Premises, upon reasonable prior notice to Tenant, during Tenant's normal business hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business conducted at or within the Leased Premises. Tenant shall not change the locks or otherwise restrict Landlord's access to the Leased Premises at any time during the Term.
- b) Upon the expiration of the Term or earlier termination of this Lease, Tenant shall return all keys to the Building and/or the Leased Premises to Landlord; in the event Tenant fails to comply with this obligation for any reason whatsoever or no reason, Tenant shall pay Landlord the amount of One Hundred Dollars and 00/100 (\$100.00) to reimburse Landlord for the cost of changing or re-keying the locks to the Leased Premises. Tenant shall not mail any keys to the Leased Premises to Landlord; Tenant shall hand deliver all of its keys to the Leased Premises to the office of Landlord and such keys shall be clearly marked as being the keys to the Leased Premises. Any keys to the Building and/or the Leased Premises inscribed with a number (for a master key system) must be returned to Landlord upon the expiration of the Term or earlier termination of this Lease; if any such master keys are not returned as aforesaid, Tenant agrees to pay Landlord the amount of Twenty Dollars and 00/100 (\$20.00) per key for its replacement, along with the cost of replacing the lock(s) to the Building and/or the Leased Premises as provided in this Section 13(b).
- 13. Parking. Tenant shall have the non-exclusive use of designated parking spaces as assigned to Tenant by Landlord.
- **14. Grounds Maintenance.** Landlord shall perform all grounds maintenance for the Building, including the Leased Premises.

15. <u>Damage and Destruction</u>.

- If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or material structural defects that the same cannot be used for Tenant's permitted use of the Leased Premises under Section 4(a) hereof, provided such damage does not arise from or relate to the negligent act(s) or omission(s) of Tenant, or its agents, employees, customers, invitees, business invitees, licensees, contractors and/or subcontractors, then Tenant shall have the right within sixty (60) days following the occurrence of such damage to elect to terminate this Lease as of the date such damage occurred by delivering written notice of such election, specifying the grounds therefor, to Landlord.
- b) In the event of minor damage to any part of the Leased Premises by fire, casualty or material defects, provided such damage does not arise from or relate to the negligent act(s) or omission(s) of Tenant, or its agents, employees, customers, invitees, business invitees, licensees, contractors and/or subcontractors, and such damage does not render the Leased Premises unusable for Tenant's permitted use of the Leased Premises, Landlord shall promptly repair such damage at the cost of Landlord. In making the repairs called for in this Section 16(b), Landlord shall not be liable for any

Initial for Acceptance of Terms: Tenant(s): Landlord

delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

- Tenant Default. The occurrence of any one or more of the following events shall constitute a default and 16. breach of this Lease by Tenant:
 - The failure by Tenant to make any payment of Rents or any other payment required to be made by a) Tenant hereunder, as and when due, where such failure shall continue for a period of Five (5) days after written notice thereof by Landlord to Tenant.
 - The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this b) Lease to be observed or performed by Tenant, other than as set forth in Section 17(a) hereof, where such failure shall continue for a period of Fifteen (15) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than Fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said Fifteen (15) day period and thereafter diligently prosecutes the same to completion.
 - The making by Tenant of any general assignment or general arrangement for the benefit of creditors; C) or, the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition of reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days); or the appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.
- Remedies for Tenant Default. In the event of a default or breach of this Lease by Tenant as set forth in 17. Section 17 hereof, Landlord, at any time thereafter and in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have at law or in equity, by reason of such default or breach by Tenant, may take any of the following actions against Tenant:
 - Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case a) this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's possession of the Leased Premises, the expenses incurred by Landlord to restore the Leased Premises in good order and condition, including any costs incurred by Landlord for the disposal or removal of Tenant's property stored or otherwise maintained at the Leased Premises, Landlord's reasonable attorney's fees and the worth, at the time of award by the court having jurisdiction thereof, of the amount of the unpaid Rent and any other charges called for herein for the balance of the Term, as the case may be. Unpaid installments of Minimum Rent or other sums due by Tenant hereunder shall bear interest from the date due at the maximum legal rate; or
 - Maintain Tenant's right to possession of the Leased Premises, in which case this Lease shall b) continue in effect whether or not Tenant shall have abandoned the Leased Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease including the right to recover any and all Rents and any other fees and/or charges as may become due hereunder; or,
 - Pursue any other remedy now or hereafter available to Landlord under applicable federal or state C) law.

18. Landlord Default.	Landlord shall not be in default unless Landlord fails to perform an obligation required
of Landlord hereunder with	in a reasonable time, but in no event later than thirty (30) days after written notice by
Page 6 of 11	Initial for Acceptance of Terms: Tenant(s): Landlord:

Page 6 of 11

Tenant to Landlord and to the holder of any mortgage or deed of trust encumbering the Leased Premises whose name and address shall have theretofore been furnished to Tenant in writing, which said notice shall specify the nature of the obligation Landlord has failed to performed as required under this Lease; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance by Landlord, Landlord shall not be in default if Landlord commences performance thereof within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction. Tenant shall have the right, but not the obligation, to make mortgage payments and other payments owed by Landlord to third parties if Landlord is in default with reference to the same and the notice referenced in this Section 19 has been delivered by Tenant to Landlord.

- Quiet Possession. Upon Tenant paying the Rents reserved hereunder and observing and performing all 19. of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the Term of this Lease subject to the provisions hereof.
- Condemnation. If the Leased Premises or any part thereof shall be taken by a public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of Landlord, shall terminate upon no less than sixty (60) days prior written notice from Landlord to Tenant, and Tenant shall have no claim or interest in or to any award of damages arising from or relating to such taking.
- Subordination. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other 21. lien presently existing or hereafter arising upon the Building and/or Leased Premises, and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion; provided that, so long as Tenant is not in default hereunder, this Lease shall continue in full force and effect. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Building and/or Leased Premises, and Tenant agrees promptly upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant as reasonably requested by Landlord, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time, upon request by Landlord, execute and deliver to such persons as Landlord shall request a reasonable statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rents and any other fees and/or charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably request. Upon request by Tenant, Landlord shall use reasonable efforts to secure a commercially reasonable subordination non-disturbance agreement from any mortgagee on behalf of Tenant.
- Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served by hand-delivery or if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

Diamond Dudley, LLC c/o Richard S. Barr III 27500 Trotters Run Salisbury, MD 21801

If to Tenant:

Spicy Chicken, LLC c/o Brandon C. Brittingham

Initial for Acceptance of Terms: Tenant(s): Landlord:

107 Williamsport Circle Salisbury, Maryland 21804

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this Section 23 by giving written notice thereof to the other party. Each such notice shall be deemed delivered upon receipt or refusal.

- 23. <u>Brokers.</u> Neither party has dealt with any broker or leasing agent with respect to the negotiation or preparation of this Lease and each party hereby agrees to indemnify the other against any brokerage claims arising by, through or under the indemnifying party.
- **24.** Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any Rent due hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent.
- 25. Memorandum of Lease. Tenant shall not record this Lease or a short-form memorandum thereof without the prior written consent of Landlord. Upon Landlord's request, Tenant shall execute a short-form memorandum of this Lease for recordation purposes, in which case the costs of said recording shall be the sole responsibility of Landlord.
- **26.** Consent. Except for such matters in which the consent of Landlord is subject to Landlord's sole discretion as provided herein, Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.
- 27. <u>Compliance with Law.</u> Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to the Leased Premises and/or Tenant's use thereof.
- Indemnification and Waiver of Claim. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from or in connection with Tenant's use of the Leased Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Tenant in or about the Leased Premises, and Tenant shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed hereunder, or arising from or relating to any act or negligence of Tenant, or any of its agents, employees, customers, invitees, business invitees, licensees, contractors and/or subcontractors, and from any and all costs, attorney's fees and liabilities incurred by Landlord in or about the defense of any such claim or any action or proceeding brought thereon, and, in the event any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's sole cost and expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord for entering into this Lease, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises, from any cause other than Landlord's sole gross negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of any casualty or accident occurring on, about or within the Leased Premises. Notwithstanding any term to the contrary set forth herein, neither Landlord nor its agents shall be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Leased Premises or from the pipes, appliances or plumbing works located therein or from the roof, street or subsurface of any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the sole negligence of Landlord. Landlord or its agents shall not be liable for any interference with the light, air or for any latent defect in or otherwise affecting the Leased Premises.
- 29. <u>Mechanics' Liens.</u> Tenant shall not do or suffer to be done any act, matter or thing whereby Landlord's or Tenant's interest in the Leased Premises or any part thereof may be encumbered by any mechanics' lien. Tenant shall

Initial for Acceptance of Terms: Tenant(s): Landlord

discharge or stay the enforcement by bond or otherwise, within twenty (20) days after the date of filing, any mechanics' liens filed against Tenant's interest in the Leased Premises, or any part thereof, purporting to be for labor or material furnished or to be furnished to Tenant. Landlord may, at its sole option, discharge any such mechanics' lien not discharged or stayed by Tenant within such twenty (20) day period, and Tenant, upon written demand by Landlord, shall reimburse Landlord for any such reasonable, documented out-of-pocket expenses incurred by Landlord in connection therewith. Any such monies expended by Landlord under this Section 30 shall be deemed Additional Rent and shall be collectible as such by Landlord in accordance with the terms of this Lease, and the late charge specified in Section 3(c) shall accrue from the date Tenant becomes obligated for any such expenses. Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and no mechanics' or other lien for labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Leased Premises or the Building.

- Waiver of Trial by Jury. Landlord and Tenant each hereby waive trial by jury in any action, proceeding 30. or counterclaim brought by either party hereto against the other party on any and every matter, directly or indirectly, arising out of or relating to this Lease.
- Miscellaneous. This Lease shall be binding upon and inure to the benefit of the Parties hereto, their 31. respective heirs, executors, administrators, successors, and permitted assigns. The rights and obligations of the Parties under this Lease shall in all respects be governed by the laws of the State of Maryland without regard to its conflict of laws principles, and venue in any legal action shall exist exclusively in the District Court or Circuit Court for Wicomico County, Maryland; and, Tenant hereby agrees to the jurisdiction of either such Wicomico County, Maryland courts and agrees not to assert any objection to the jurisdiction or venue of such court. The use of a particular gender herein shall apply to all genders and the use of the singular shall apply to the plural. Section headings are used for convenience of reference only and such section headings shall not be interpreted as a part of this Lease. This Lease and all exhibits attached hereto (if any) constitutes the entire agreement and understanding of the Parties hereto with respect to the matters set forth herein, and all prior negotiations, writings and understandings relating to the subject matter of this Lease are merged herein and are superseded and canceled by this Lease. This Lease may be modified only in a writing that is duly executed by both Parties. Time is of the essence with respect to all matters set forth in this Lease. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord. This Lease and all the terms and conditions thereof 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 Lease.
- Attorney's Fees. In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenants herein contained to be kept or performed by Tenant, and a breach shall be established in favor of Landlord, Tenant shall pay to Landlord all expenses incurred by Landlord arising from or in connection with such suit, including all of its reasonable attorney's fees and litigation costs. Any amounts paid by Tenant pursuant to this Section 33 shall be deemed Additional Rent and shall be due and payable to Landlord in accordance with the terms and conditions of this Lease.
- Authority of Tenant. If Tenant is a corporate entity (i.e. not an individual), the individual executing this Lease 33. on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the bylaws or operating agreement governing the management of Tenant, and, upon the execution of this Lease by the individual(s) so authorized by Tenant, this Lease shall be immediately binding upon Tenant.
- If any provision of this Lease is held invalid or unenforceable by any court of competent 34. Severability. jurisdiction, the other provisions of this Lease shall remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

Initial for Acceptance of Terms: Tenant(s): Landlord:

- 35. <u>Cumulative Remedies</u>. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- 36. <u>Counterparts.</u> This Lease may be executed in multiple counterparts, and each counterpart when fully executed and delivered will constitute an original instrument, and all such multiple counterparts will constitute but one and the same instrument. An electronic signature of this Lease and/or an electronic transmission of a signature shall be binding on the party or parties whose signatures appear thereon.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK] [SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

Initial for Acceptance of Terms: Tenant(s):

Landlord: R

year first above written. "TENANT": Spicy Chicken, LLC WITNESS/ATTEST: Brandon . Brittingham, Authorized Member DATE: February 3, 2020 "LANDLORD": Diamond Dudley Properties, LLC WITNESS/ATTEST: Richard S Barr III. Authorized Member

IN WITNESS WHEREOF, the Parties have executed this Commercial Lease Agreement as of the day and

DATE: February 3, 2020

SPICY CHICKEN, LLC: W20268660



Notice



Please be aware of an ongoing scam in which newly registered businesses are being instructed to send additional payment in order to obtain a Certificate of Status. Any 3rd party solicitation from a company attempting to represent the 'Maryland Secretary of State' via mail or email should be fully vetted before submitting additional payment information.

Coronavirus (COVID-19) resources for businesses: https://businessexpress.maryland.gov/coronavirus

Department ID Number: W20268660

Business Name: SPICY CHICKEN, LLC

Principal Office: 107 WILLIAMSPORT CIRCLE

SALISBURY MD 21804

Resident Agent: RICHARD S. BARR, III

107 WILLIAMSPORT CIRCLE SALISBURY MD 21804

Status: ACTIVE

Good Standing: THIS BUSINESS IS IN GOOD STANDING

Business Type: DOMESTIC LLC

Business Code: 20 ENTITIES OTHER THAN CORPORATIONS

Date of Formation/ Registration: 02/03/2020

State of Formation: MD

Stock Status: N/A

Close Status: N/A

1 of 1 9/2/2020, 1:51 PM

Laura Soper

From: Kay Lundy

Sent: Thursday, September 10, 2020 2:34 PM

To: Laura Soper; Faith Richardson

Subject: Re: MD Enterprise Zone Application_Spicy Chicken LLC.pdf

Laura,

Spicy Chicken LLC SDAT # W20268660, is in good standing with the Assessment Office. The LLC was just formed Feb. 3, 2020, so they have no corporate taxes due at this time.

The real estate is owned by Diamond Dudley Properties, LLC and those taxes are still due.

If you need anything else, please let me know.

Thanks

Kay

From: Laura Soper <lsoper@salisbury.md>

Sent: Wednesday, September 9, 2020 12:25 PM

To: Amanda Pollack <APollack@salisbury.md>; Kay Lundy <klundy@salisbury.md>; Faith Richardson

<frichardson@salisbury.md>

Subject: MD Enterprise Zone Application Spicy Chicken LLC.pdf

I have received a request from Spicy Chicken LLC located at 107 Williamsport Circle, Salisbury, MD that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

Infrastructure & Development

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

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

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

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

Does this business meet all permit requirements?

Finance

Is this business up to date on their taxes?

Are they in good standing with SDAT?

Please answer the questions above under the heading for your department and return to my office by 9/16/2020. Your assistance is appreciated. If you have any questions, please let me know.

Laura Soper

From: Amanda Pollack

Sent: Tuesday, September 15, 2020 1:24 PM

To: Laura Soper

Subject: Re: MD Enterprise Zone Application_Spicy Chicken LLC.pdf

Laura,

This property meets all of the codes and regulations listed below.

Amanda

Amanda H. Pollack, P.E.

Director
Department of Infrastructure and Development
City of Salisbury
125 N. Division St., Room 202
Salisbury, MD 21801
410-548-3170
www.salisbury.md

From: Laura Soper <|soper@salisbury.md>

Sent: Wednesday, September 9, 2020 12:25 PM

To: Amanda Pollack <APollack@salisbury.md>; Kay Lundy <klundy@salisbury.md>; Faith Richardson

<frichardson@salisbury.md>

Subject: MD Enterprise Zone Application Spicy Chicken LLC.pdf

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Please answer the questions above under the heading for your department and return to my office by 9/16/2020. Your assistance is appreciated. If you have any questions, please let me know.

Real Property Data Search

Search Result for WICOMICO COUNTY

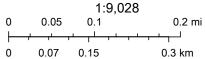
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107 Williamsport



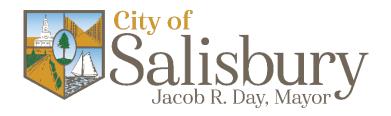
9/9/2020, 12:09:18 PM

Enterprise Zone



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

RESOLUTIO	ON NO. 3063
THAT SPICY CHICKEN, LLC IS ELIGIBLE T	O RECEIVE ENTERPRISE ZONE BENEFITS
<u> </u>	of encouraging economic development of the
•	ated under authority granted by the State of
· · · · · · · · · · · · · · · · · · ·	in benefits to be extended to businesses that that they meet certain standards; and
standards, which must be met in order for a busir	icomico County have also established certain ness to be deemed eligible to receive Enterprise
	the standards set forth in the State Code and in ise Zone benefits; and
Maryland that Spicy Chicken, LLC be designated	
	ad and passed at the regular meeting of the, 2020.
Kimberly R. Nichols	John R. Heath
	PRESIDENT, City Council
	Enterprise Zone on June 6, 1983 for the purpose area encompassed within the boundaries of such WHEREAS, the Enterprise Zone was cre Maryland; and WHEREAS, the State Code permits certa locate or expand in the Enterprise Zone provided WHEREAS, the City of Salisbury and W standards, which must be met in order for a busin Zone benefits; and WHEREAS, Spicy Chicken, LLC meets to local regulations to be eligible to receive Enterprise where a local regulations to be eligible for Enterprise more new full time employees. NOW, THEREFORE, BE IT RESOLVED Maryland that Spicy Chicken, LLC be designated Enterprise Zone effective upon the adoption of the The above Resolution was introduced, resolved.



MEMORANDUM

To: Julia Glanz

From: Leonora Dillon, Salisbury Zoo

Subject: Donation Acceptation of Walk-In Freezer

Date: September 22, 2020

Attached please find a Resolution to accept the donation of a walk-in freezer, including the installation costs and the rental costs for a freezer trailer while the new freezer is being installed. These expenses total approximately \$26K. There have been multiple attempts to repair the existing freezer, however, it has reached a point of non-repair. This freezer is critical for maintaining animal welfare because, simply stated, it's not possible to store and maintain the many necessary animal feeds without a reliable, fully functional walk-in freezer.

Unless you have any questions or require additional information, please advance this recommendation to the Council for review and approval.

cc: Andy Kitzrow

Tom Stevenson

Ben Baker



THE ELECTRIC MOTOR REPAIR CO.

9100 YELLOW BRICK ROAD, SUITE H ◆ ROSEDALE, MARYLAND 21237-4704 ◆ (410) 467-8080 E-mail: emr@emrco.com ◆ Website: www.emrco.com

8/11/2020

Proposal for installation of equipment

Location for work to be performed:

Salisbury Zoo 750 S. Park Dr. Salisbury, MD 21804

Attention: Ariel Jones (arieljones@salisbury.md)

(410-548-3188)

Reference: American Panel Walk-In Freezer Replacement (S.O. 846253)

Scope of work:

We will supply and install the American Panel walk-in freezer at the location listed. We will remove and dispose of the existing walk-in; the new walk-in will be assembled in place. The refrigeration equipment will be mounted, line set and condensate drain installed and connected. The membrane roof will be installed and secured in place. We will connect to the supplied electrical circuits for the equipment and lighting (within 6ft). A startup will be performed and operation will be checked. All work will be completed during regular business hours (7am-4pm) Monday-Friday.

Customer will provide parking and access during the installation period.

Not in scope:

Any additional circuits, circuit breakers or safety switches will be by others (if needed). Permits will be additional costs (if required).

Cost for the above work: \$22,385.00

This proposal is good for 90 days from the date prepared. Additional work not outlined in this proposal will be charged on a separate invoice. The above labor and materials are warranted for 90 days from completion. Equipment warranty periods are dictated by the equipment manufacturer.

Accepted by:	 Date:

I hereby agree to the terms and conditions and authorize EMR to perform the listed work.







INVOICE NO SIR-529

INVOICE DATE 08-21-2020

PAYMENT TERMS CASH ON DELIVERY REMIT TO: THERMO KING CHESAPEAKE 8800 W BUCKEYE RD TOLLESON AZ 85353

Thermo King Chesapeake 36550 Sussex Hwy Delmar DE 19940 (302) 907-0345

CUSTOMER NO BP0003040 CUSTOMER PO-2406

RENTAL INVOICE

INVOICE TO:

Salisbury Zoo Commission, INC. P.O. Box 2979

Salisbury, MD 21802

SHIP TO:

Salisbury Zoological Park 755 S. Park Dr. Salisbury, MD 21804

CONTA	CT NAME :		RENTAL CONT	RACT :RSA000188			
SET	UNIT	- i	QTY	PRICE	TOTAL		
10	EQ0000711 2007 TLR		. 1	150,00	2,700.00		
	TRL#: 1071 RENTAL S/N:1K911281X71054993 0 HRS		-				
	BILLING PERIOD: 2020-07-27 THRU: 2020-08-24						
10	PICKDEL PICKUP AND DELIVERY CHARGES TRL#: EQ0000711 S/N: 1K911281X71054993		1	200.00	200.00		
10	MISC TOTAL HOURS TRL#: EQ0000711 S/N: 1K911281X71054993				0,00		



INVOICE NO SIR-529

INVOICE DATE 08-21-2020

PAYMENT TERMS CASH ON DELIVERY Thermo King Chesapeake 36550 Sussex Hwy Delmar DE 19940 (302) 907-0345

> RENTAL INVOICE REPRINT

REMIT TO: THERMO KING CHESAPEAKE 8800 W BUCKEYE RD **TOLLESON AZ 85353**

> **CUSTOMER NO** BP0003040

CUSTOMER PO 2406

SALES TAX DETAILS:

DLW_TAX -DELAWARE TAX :

\$54.00

TOTAL RENTAL	\$2,700.00
MISC CHARGES	\$200.00
RENTAL TAX	\$54.00
TOTAL AMOUNT (USD)	\$2,954.00

CUSTOMER ACCEPTANCE

Terms and Conditions:

Additions to the conditions of LEASE AGREEMENT

- 1. Lessee agrees to pay rental under terms, shown on the reverse side, including rental tax on all rental services including delivery and pickup.
- Lessee will pay all costs of recovery of property in event same is not return to Lessor at expiration of lease
 The transaction herein is a leasing agreement and not a sale. Title to the vehicle shown on the reverse side remains in the Lessor's name.
- 4. Lessee has inspected the leased equipment and found same in good condition, except damage is shown on the reverse side, at the time of lease. No warranties, express or implied, has been made by Lessor. Lessee agrees to return leased equipment in a good condition as when same was rented to Lessee.

- 5. Lessee shall not have right to assign this lease or to the sublet the equipment
 6. Lessee agrees to notify Lessor at once of any accidents occurring during the rental which results in damage the lease equipment or injury to anyone or any damage to another's property. It is being understood that lessee will not operate or cause to be operated the leased equipment without express permission to do so from Lessor.

 7. Lessee hereby specifically indemnifies Lessor and agrees to hold Lessor harmless, against all the loss and damages Lessor may sustain or suffer because of
- a. The death or injury or damage the Lessee's Property of any third person as a result of use or condition of said equipment while in the custody, position or control of Lessee.
- 8. Lessee shall be responsible for any injury or damages to Lessee's property stored in said trailer during the term of
- 9. Lessee shall pay all costs and legal fees is to collect any back payment not paid at the termination of lease.

RESOLUTION NO. 3064

A RESOLUTION OF THE CITY OF SALISBURY, ACCEPTING A DONATION OF A NEW WALK-IN FREEZER AND PAYMENT FOR A RENTED FREEZER FROM THE SALISBURY ZOO COMMISSION FOR THE SALISBURY ZOOLOGICAL PARK.

WHEREAS, the Council of the City of Salisbury supports the acceptance of donations at the Salisbury Zoo; and

WHEREAS, the Salisbury Zoo Commission, would like to purchase and donate a walk-in freezer and also make payment for the rented freezer for the use and benefit of the Salisbury Zoological Park; and

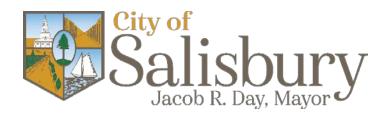
WHEREAS, the City Council of the City of Salisbury supports the acceptance of donations to be used for storage and distribution of food for the Zoo animals; and

WHEREAS, the walk-in freezer will replace the unrepairable 20-year-old walk-in freezer that is used to hold and keep the food used to sustain the health and wellness of Zoo animals.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby accept the donation of the new walk-in freezer valued at \$22,385.00 and payment for a rented freezer in the amount of \$2,954.00 for a total donation amount of \$25,339.00.

	oduced and duly passed at a meeting of the Council of the City, 2020 and is to become effective immediately upon adoption.
ATTEST:	
Kimberly R. Nichols CITY CLERK	John R. Heath PRESIDENT, City Council
APPROVED BY ME THIS	
day of, 2020.	
Julia Glanz, City Administrator, for and at the	<u> </u>

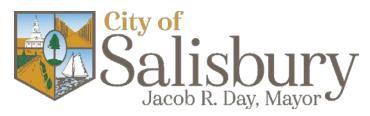
direction of Jacob R. Day, MAYOR



COUNCIL AGENDA – Award of Bids

September 28, 2020

 Award of Bid RFP A-21-101 Architectural/Engineering Support Service \$300,000.00 (approx. FY21 budget)



To: Mayor and City Council

From: Jennifer Miller

Director of Procurement

Date: September 28, 2020

Subject: Award of Bid

RFP A-21-101 Architectural/Engineering Support Services

The Department of Procurement received a request from the Department of Infrastructure and Development to solicit proposals from qualified and experienced firms to provide architectural and engineering support services on an as-needed basis, matching the most qualified professionals for the size and type of projects contemplated. This scope of the RFP was generally intended for small projects under \$100,000 being considered for immediate evaluation in a time sensitive manner.

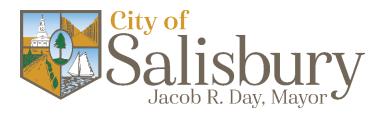
The Department of Procurement followed standard competitive bidding practices by publicly posting the solicitation on both the City of Salisbury's Procurement Portal and on the State of Maryland's website, eMaryland Marketplace. A total of 24 vendors submitted proposals by the due date and time of August 18, 2020 at 2:30 p.m. The vendors' technical proposals were evaluated by committee according to the criteria established in the solicitation document, and pricing was opened for the 15 proposals that received a minimum qualifying score of at least 70% of the technical points available. The departmental memo provides a recap of the evaluation criteria and the resulting composite scores.

To obtain the most qualified firms for the various tasks, the solicitation document specified that the City may choose to contract with multiple firms if it is in the City's best interest to do so. The City has chosen to select the top five (5) most highly rated vendors. These five had well-conceived, detail-driven project approaches that indicated areas of expertise for which the firm would be best suited to undertake the necessary work. While the City could choose to contract with any number of firms, selecting too large of an A/E Support Service Team would result in less work for all firms and increased project and contract management time and expense to City staff.

The Procurement Department concurs with the recommendation submitted by the Department of Infrastructure and Development and thereby requests Council's approval to award RFP A-21-101 Architectural/Engineering Support Services to the following vendors:

- Davis, Bowen & Friedel, Inc.
- GHD, Inc.
- Floura Teeter Landscape Architects
- Johnson, Mirmiran and Thompson, Inc.
- Vista Design, Inc.

If the award of this solicitation is approved by City Council, contracts will be issued to these five vendors and purchase orders will be issued on a task-order basis. The Department of Infrastructure and Development has budgeted approximately \$300,000 in FY21 for architectural and engineering support services resulting from this award.



To: Jennifer Miller, Director of Procurement

From: Amanda Pollack, P.E., Director of Infrastructure and Development

Date: September 15, 2020

Re: RFP A-21-101 Architectural/Engineering Team Services

BN

The City recently advertised a Request for Proposals for Architectural and Engineering Team Services. The RFP was to solicit qualified consultants to assist with general architectural and engineering projects through project planning and design, construction administration and inspection, grant writing, and permit compliance. The work will be funded through the annual budgeting process and is project specific.

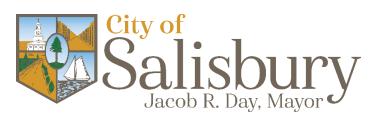
The contract award will be for Indefinite Delivery Indefinite Quantity (IDIQ). The IDIQ contracts will serve as a master agreement with no monetary value. Contracted firms may be awarded one or more assignments as projects become available. This RFP is generally intended for small contracts under \$100,000 being considered for immediate evaluation in a time sensitive manner. The RFP was structured such that City may choose to contract with multiple consultants if it is in the best interest of the City in order to obtain the most qualified consultants for the various tasks.

Twenty-Four (24) Vendors submitted proposals by the due date of August 18, 2020. Fifteen (15) Vendors was considered qualified based on the technical proposal evaluation conducted by the Infrastructure and Development selection committee. Following completion of the technical review the billing rates/cost proposal of each qualified firm was opened and evaluated.

The Evaluation Criteria and total points for both technical and cost proposal evaluation are summarized below:

- 35 Points: Expertise, experience, and qualifications of the Consultant Team as related to the Scope of Work, including team member experience.
- 25 Points: Experience working with municipal governments and municipal projects with emphasis on projects similar in scope to the project as described in the proposal documents.
- 20 Points: Billable rates for the Consultant Team members.
- 15 Points: Performance on all projects within the last five years including, but not limited to: project success, relevance of projects to Scope of Work contained in the proposal documents, ability to meet deadlines, thoroughness and completeness of submittals.
- Total Points = 95

The results of the technical and cost proposal evaluations are summarized below:



Consultant	Composite Score	Comment
Davis Bowen & Friedel	90.45	
GHD Inc.	88.53	
Floura Teeter Landscape Architects	83.62	
Johnson Mirmiran Thompson	82.56	
Vista Design Inc	80.67	
Hord Coplan Macht	79.50	Composite Score out of 95.
Colimore Architects Inc	79.36	•
George, Miles & Buhr	79.22	Proposals were technically
Barton & Longuidice	75.06	qualified and billing rates
Murphy & Dittenhafer Architects	74.69	were evaluated.
Whitman, Requardt and Associates	72.84	
Design Collective	71.59	
McLaren Technical Services	69.98	
Crabtree, Rohrbaugh & Associates	69.80	
Bignell Watkins Hasser	69.47	
Desmone Architects	52.00	
Greenman-Pederson, Inc	51.67	
Whitney Bailey Cox & Magnani LLC	51.00	
Delta Engineers Architects	49.67	Composite Score out of 75.
Chyke Maurice & Associates	49.00	Did not open billing rates
RAUCH	46.00	portion.
E&G Consulting	45.67	portion.
Penonni Associates Inc	42.67	
Kimley Horn	41.33	

The selection committee discussed the qualifications of each Vendor and the anticipated work tasks. The Department of Infrastructure and Development recommends awarding RFP A-21-101 to five (5) Vendors: Davis Bowen & Friedel, GHD, Floura Teeter, Johnson Mirmiran Thompson and Vista Design. Each of these Vendors displayed a clear understanding of the scope of work and has performed similar work successfully for Salisbury as well as other municipalities.

Purchase Orders will be issued on a task basis to each Vendor. Specific tasks will be selected based on the qualification of the Vendor and their areas of expertise.

Amanda H. Pollack, P.E.

amanda H Pollack

Director of Infrastructure & Development

1	AS AMENDED ON SEPTEMBER 28, 2020
2	
3	ORDINANCE No. 2614
4	
5	AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND THE FOLLOWING
6	SECTIONS OF TITLE 13, PUBLIC SERVICES OF THE SALISBURY MUNICIPAL CODE:
7	CHAPTER 13.01.030, 13.02.020B.3,.7.,8., 13.02.050, 13.02.060E., 13.02.070, 13.02.080, AND
8	13.02.090 TO REVISE THE COMPREHENSIVE CONNECTION CHARGES DEFINITION
9	AND APPLICATIONS.
LO	
L1	WHEREAS, the ongoing application, administration and enforcement of the City of
12	Salisbury Municipal Code demonstrates the need for periodic review, evaluation and
L3	amendment; and
L4 L5	WHEREAS, a water and sewer rate study was performed in 2018 in which
L5 L6	comprehensive connection charges were evaluated; and
L7	comprehensive connection enarges were evaluated, and
L8	WHEREAS, the study recommended adopting an equity based fee instead of a capacity
L9	fee and central system line fee; and
20	
21	WHEREAS, the equity based fee is recommended to be called a connection fee and
22	replaces the capacity fee and the central system line fee; and
23	
24	WHEREAS, the Director of the Department of Infrastructure and Development
25	recommends other modifications to the comprehensive connection charges code to clarify the
26	intent of various fees and programs.
27	
28	NOW, THERFORE, be it enacted and ordained by the City of Salisbury, that Chapters
29	13.01.030, 13.02.020B.3,7.,8., 13.02.050, 13.02.060E., 13.02.070, 13.02.080, and 13.02.090 of
30	the City of Salisbury Municipal Code be amended as follows:
31	Chapter 13.01 - ABBREVIATIONS AND DEFINITIONS
32 33	Chapter 13.01 - ABBREVIATIONS AND DEFINITIONS
34	13.01.030 - Definitions.
35	13.01.030 - Definitions.
36	"Connection [[Capacity]] fee" is based on the number of EDUs that the customer is
37	projected to generate at total build-out of the development project. It is calculated by multiplying
38	the <i>connection</i> [[capacity]] unit fee by the projected EDU value (average daily water) for a
39	particular development project. The fee shall be charged for each new connection to the city's
10	system, regardless of location, to pay for equity in the City's utility systems. [[the systems']
11	growth and expansion projects as outlined in the city's water and sewer CIP.]]

"Connection [[Capacity]] unit fee" [[means intended to pay for capacity in the "central system." It is based on the growth and expansion projects as outlined in the city's water and sewer CIP. The fee]] is a unit rate based on the equity value of the water and sewer systems [[capacity costs]] expressed in dollars per EDU.

"Capital improvement plan" means a *five* [[ten]]-year plan showing the city's capital outlay needs for the water treatment plant, water distribution system, wastewater collection system and wastewater treatment plant and setting forth a plan for financing those needs.

[["Central system line fee" means the line fee for new water and sewer users within the city's central system where there are existing mains from which the property is to be served. This fee reimburses the city for the construction costs of the existing mains that serve the property and is proportional to the size of the property to be served.

"Central system line unit fee" means the in-place construction cost per linear foot for eight-inch diameter water and sewer mains. The fee is calculated as the average construction contract cost for installing eight-inch water and sewer mains throughout the city water and sewer systems for the previous twelve (12) months as determined by the Department of Infrastructure and Development.]]

"Comprehensive connection charge" means the charge to new customers connecting to the system that includes the *connection fee, infrastructure reimbursement fee, sewer lateral* [[capacity fee, facility fee, line fee, and sewer-connection]] and water-meter/tap fee.

[["Facility fee" is based on the number of EDUs that the customer is projected to generate at total build-out of the development project. It is calculated by multiplying the facility unit fee by the projected EDU value (average daily water) for a particular development project. The fee shall be charged to properties connecting to water/sewer extensions outside of the city's core or central system.

 "Facility unit fee" is intended to recover the costs of system extensions to a service area outside of the central system. These facilities will typically be the "backbone" of a new service area and may include major water and sewer transmission mains, pumping stations, and water storage tanks. The fee is a unit rate based on the cost of the system extension expressed in dollars per EDU.]]

"Infrastructure Reimbursement fee" is based on the number of EDUs that the customer is projected to generate at total build-out of the development project. It is calculated by multiplying the infrastructure reimbursement unit fee by the projected EDU value (average daily water) for a particular development project.

 "Infrastructure Reimbursement unit fee" is intended to recover the costs of system extensions to a service area outside of the central system. These facilities will typically be the "backbone" of a new service area and may include major water and sewer transmission mains, pumping stations, and water storage tanks. The fee is a unit rate based on the cost of the system extension expressed in dollars per EDU. The system extension may have been performed by the City or a private entity.

[["Line fee" means the cost of extending water distribution and sewage collection mains to exclusively serve a specific geographic area, development or neighborhood.]]

"Sewer-lateral [[connection]] and water-meter/tap fee" is intended to cover the cost of tapping the water and sewer mains and providing the *lateral*, *service*, water meter, corporation stop, *cleanout* and stub out for the [[user]] water and sewer connections.

Chapter 13.02 - GENERAL PROVISIONS—CONNECTION TO THE CITY'S WATER AND SEWER MAINS

13.02.020 - Legislative intent.

- B. Goals. The goals of the comprehensive connection charge are as follows:
 - 3. New or increased water or sewer usage will be charged for equity in the existing system through a connection fee [[a portion of the cost of the central or core system through a "capacity fee"]];
 - 7. The *infrastructure reimbursement* [[facility]] fees are to be indexed yearly in order to cover the costs of inflation impacting the costs of past improvements;
 - 8. <u>The[[Basis]]</u> <u>basis</u> of <u>the</u> proposed methodology for <u>the</u> connection [[capacity]] fee is that the "value of service" is equal to all users;

- 13.02.050 Responsibilities.
- A. The director of infrastructure and development shall:
 - 1. Develop and maintain a policy and procedures handbook which provides detailed information, procedures, and examples of the comprehensive connection charge, *infrastructure* [[developer]] reimbursement and other relevant development policies;
 - 2. Review and update the city's water and sewer master plan periodically;
 - 3. Provide recommended adjustments for annual variances in the comprehensive connection charge structure in coordination with the Director of Finance to the office of the mayor and city council on or before March 15 of each year. The proposed comprehensive connection charge structure, if approved, shall become effective on July 1 of that same year. The specific recommendation, at a minimum, shall include [[: a. T]] the connection [[capacity]] unit fee based on the value of the utility systems and the capacity of the systems. [[ten-year water and sewer capital improvement plan approved by the mayor and city council,]]
 - [[b. The sewer-connection and water-tap/meter fee based on the actual costs for the previous fiscal year. To provide a transition from 1999 rates, a one-time adjustment period shall be calculated as follows: actual costs in 2005 exceed the 2005 sewer-connection and water-tap/meter fee by varying amounts depending on the size of the service. There will be a phase-in period from 20[0]6 through 2008 in which the sewer-connection and water-tap/meter fee will only partially recover actual costs through 2007 but will be incrementally increased to completely recover actual costs by 2008.

The computed fee in those years will be as follows:

- c. The central system line fee for new water and/or sewer users within the city's central system where there are existing mains. This central system line fee will be based on the average contract cost for installing eight-inch diameter water and sewer mains for the previous twelve (12) months.]]
- B. The director of finance shall:

- [[1. Provide a recommended comprehensive connection charge structure in coordination with the Director of Infrastructure and Development on an annual basis to the office of the mayor and city council on or before March 15 of each year. The proposed comprehensive connection charge structure, if approved, shall become effective on July 1 of that same year. This rate structure shall include an administrative fee for recordkeeping and payment of processing costs;
- 2. Provide a report to the Mayor and City Council on an annual basis on or before March 15 of each year, which will include a list of:
 - a. The Consumer Price Index for urban areas, commonly abbreviated as the CPI-U.
 - b. Developer reimbursements for the previous fiscal year,
 - c. Unreimbursed developer costs as of the end of the city's fiscal year and indexed using the Consumer Price Index for urban areas (CPI-U);
- 3. Develop and implement procedures for collecting and recording developer reimbursements;
- **4.**]] Deposit <u>payments for</u> comprehensive connection charges in an appropriate special fund to insure that the fees and all interest accruing to the special fund are designated for improvements reasonably attributable to new or increased growth and are expended to reasonably benefit the new or increased growth.

13.02.060 - General connection policies.

- E. Property owners requesting connection to the city's public water and/or sewer systems that are not located within the city's corporate limit shall either submit a request for annexation if the property is contiguous with the city's corporate limit or execute a pre-annexation agreement if the property is not contiguous to the city's corporate limit [[if a public health emergency exists pursuant to subsection G of this section]].
- 13.02.070 Comprehensive connection charge.
- A. Overview and General Policies.
 - 1. The comprehensive connection charge includes <u>the</u> connection fee, infrastructure reimbursement fee, sewer lateral fee, [[four specific fees, which are: capacity fee, facility fee, line fee, and sewer-connection]] and water-meter/tap fee. The comprehensive connection charge for all customers will be calculated under the methodologies discussed in this chapter.
 - a. The *connection* [[capacity]] fee will apply to all new or increased water and/or sewer usage. The *connection* [[capacity]] fee is based on the number of EDUs that the user is projected to generate.
 - b. The *infrastructure reimbursement* [[facility fee and the line]] fee [[portions]] will vary depending on a user's location and the required infrastructure that must *either* be installed *or was previously installed* for service to that user.

- c. The sewer *lateral* [[-connection]] and water-meter/tap fee is based on the size *and installation complexity* of the user's water and/or sewer connections.
- 2. The *connection fee and infrastructure reimbursement fee* [[capacity fee, facility fee, and line fee]] are the respective amounts of each fee that a property owner will pay for water and/or sewer services for a specific property, development project, redevelopment project, or change in [[and/or]] water usage.

- 3. The connection unit fee and infrastructure reimbursement unit fee [[capacity unit fee and facility unit fee]] are the respective amounts of each fee's cost per EDU.
- 4. The *infrastructure reimbursement* [[facility]] unit fee will be indexed yearly in order to cover the cost[[s]] of inflation impacting the cost[[s]] of past improvements.
- [[5. There are two types of new water and/or sewer users: a) property owners contiguous to the city's central system; b) property owners not contiguous to the city's central system. The city's central system is defined as the publicly owned water and sewer infrastructure that was operational on January 1, 2005.
 - a. The first type of new user shall be charged a line fee for connection to existing water and/or sewer mains, called the central system line fee, in addition to other applicable fees of the comprehensive connection charge. Additional information on the central system line fee is in Section 13.02.080. The central system unit line fee will be established on an annual basis by the department of infrastructure and development and approved by the city council through resolution.
 - b. The second type of user shall be charged a facility fee for a new service area, in addition to other applicable fees of the comprehensive connection charge. A "new service area" consists of an area outside the "central" system.]]
- [[6.]]5. The extension of water and/or sewer mains outside the city's *existing* [[central]] system may require *that* major infrastructure (i.e., pumping stations, water and sewer mains greater than eight inches in diameter, storage tanks, etc.)[[5]] *be* oversized to serve the needs of the service area, as determined by the city.
- [[7.]]6. The city will identify the new service area to be served by extensions. The city will require a water and sewer plan and *the* estimated cost for the extension of infrastructure.
- [[8.]]7. The city reserves the right to negotiate the property owner's payment, in full or <u>in</u> part, for capital improvement plan projects which are required to be constructed earlier than planned, due to the demands of proposed development projects. Subsequent adjustments in the *infrastructure reimbursement* [[capacity]] fee may be required.
- [[9.]]8. The mayor and council may adopt a policy by separate resolution, which would allow discounts, deferrals, and payment plans for the comprehensive connection charge to encourage water and sewer usage that is consistent with the city's goals.
- [[10.]]9. All comprehensive connection charge fees shall be paid before the first water meter is set or sewer service is provided to the property by the City, whichever is the first to occur.
- [[11.]] 10. The property owner shall pay the applicable comprehensive connection charge fees [[(capacity, line, central system line, facility, and sewer-connection and water-meter/tap fees)]] when due for each phase of the development.
- [[12.]]11. The comprehensive connection charge fees for water and sewer service to a particular building unit shall be based on the unit rates in effect at the time that the fee is

paid for that building unit so long as the time limit set forth in section 13.02.070A.[[13]]12 has not expired.

- Comprehensive connection charge fees shall not be paid prior to the execution of the Development Agreement. Once any comprehensive connection charge fees are paid, the first water meter shall be set and/or sewer service provided within two years, unless a request for an extension of time to set the water meter and/or provide sewer service at the same comprehensive connection charge fees previously paid is made to the Director of Infrastructure and Development in writing prior to the expiration of the two year time limit. Any extension granted shall not exceed one year. Up to two, one year extensions may be granted. The Director of Infrastructure and Development may refuse to grant a requested extension where the Director of Infrastructure and Development finds that the property owner is not making good faith efforts to conclude the development of the project to the point where the water meter will be set and/or sewer service is provided. If the first water meter has not been set and/or sewer service has not been provided within two years of any comprehensive connection charge fee payment or any approved one year extension, the comprehensive connection charge fees in effect at the time that the water meter is set and/or sewer service provided shall apply. After the expiration of the time set forth herein, the property owner will be required to pay any increase in comprehensive connection charge fees which has occurred and the property owner will not be guaranteed the same allotment of EDUs on which the prior comprehensive connection charge fees were based.
- [[14.]]13. Comprehensive connection charge fees, once paid, shall remain the property of the City and shall not be refunded if the unit rates decline or the project is not constructed. Instead, the money collected for fees shall be allocated to the property for which those fees were paid as a credit for future comprehensive connection charge fees owed with regard to the property.

B. Connection [[Capacity]] Fee.

- 1. The connection [[capacity]] unit fee shall be based on the value of the utility system, the existing utility system debt, the amount of grants used to fund the utility system and the existing capacity of the utility system. [[recent improvements and a ten-year water and sewer capital improvement plan approved by the city council. The CIP includes proposed major projects and equipment expenditures for the next ten budget years. The department of infrastructure and development will identify the "capacity expansion" vs. "maintenance and replacement" components of all water and sewer capital improvement plan projects and equipment. The capacity expansion component is solely for additional capacity to accommodate growth and will be paid through the capacity unit fee. All water and sewer users will fund the maintenance and replacement components through user rates.]]
- 2. New or increase water and/or sewer usage by a property owner shall <u>require the</u> pay<u>ment of</u> a <u>connection fee adjustment</u> [[one-time adjustable capacity fee]] that is intended to recover the capital costs of <u>equity</u> [[capacity]] in the water and sewer system that is used by or reserved for new or increased usage.
- [[3. The capacity unit fee shall be based on recent improvements and a ten-year water and sewer capital improvement plan approved by the city council. The CIP includes proposed major projects and equipment expenditures for the next ten budget years. The department of public works will identify the "capacity expansion" vs.

"maintenance and replacement" components of all water and sewer capital improvement plan projects and equipment. The capacity expansion component is solely for additional capacity to accommodate growth and will be paid through the capacity unit fee. All water and sewer users will fund the maintenance and replacement components through user rates.]]

- [[4.]]3. The connection [[capacity]] unit fee shall be calculated by determining the depreciated value of the utility system in terms of current costs for replacement. For both water and sewer, the calculation is based on the value of the utility asset minus the credit from outstanding debt or grant funding, divided by the system capacity in equivalent dwelling units (EDU). [[dividing the capital costs of capacity by the incremental capacity of the improvement (in gallons) which results in a capital cost per gallon of capacity. Such costs may be expressed in terms of capital costs per equivalent dwelling unit (EDU). This cost shall be defined to be the capital cost per gallon of capacity multiplied by two hundred fifty (250).]]
- [[5.]]4. Connection [[Capacity]] fees may be expressed in multiples and fractions of EDUs for various size water meters, using equivalent meters as defined by the American Water Works Association Manual M1, Water Rates, or some other generally recognized industry standard. The minimum for any property is one (1) EDU.
- [[6. The cost of the wastewater treatment plant improvement project will be broken down into "expansion" vs. "regulatory" based on the city's rationale of cost distribution funding sources, etc. Expansion costs shall be paid through the capacity fee. All sewer users shall share regulatory costs through the sewer usage rate structure or some other billing surcharge.
- 7. The director of infrastructure and development shall define and establish capacity fees for unique customer needs, or to affect other policy goals of the city government.
- 8. The capacity unit fee is based on dollars per gallon derivation for all planned water/sewer projects, which provide expansion capacity. Therefore, the capacity fee at the time of connection is two hundred fifty (250) gal/EDU \times \$/gal for expansion projects. Commercial or industrial users requiring larger service will be charged for the equivalent number of EDUs used.]]
- [[9.]]5. The projected EDU value (average daily water usage) for a particular property owner will be determined initially by the city and a *connection* [[capacity]] fee collected, and *either the City or* the property owner may request one subsequent adjustment, based on actual daily water usage as measured and recorded by water meter. When the project/building is fully occupied, the *connection* [[capacity]] fee may then be adjusted and additions or deductions applied accordingly based on an average of a minimum two consecutive years of water meter billings and other documentation as required by the department of infrastructure and development. The *connection* [[capacity]] fee may be increased based on *an* average of two consecutive years of water meter billings and other documentation. Any reimbursement of *a connection* [[capacity]] fee shall be without interest.
- [[10.]]6. Connection [[Capacity]] Fee Waiver for Public Sponsored or Affordable Housing.
 - a. "Public sponsored or affordable housing" means any dwelling unit built or financed under a government program, regulation, or binding agreement that limits for at least ten years the price or rent charged for the unit in order to make the unit affordable to

- households earning less than sixty (60) percent of the area median income, adjusted for family size.
 - b. Requests for a public sponsored or affordable housing *connection* [[capacity]] fee waiver are submitted to the Director of Infrastructure and Development for review. After review, the department of infrastructure and development shall submit the waiver request as a resolution for city council approval.
 - c. The resolution for each property will specify that the connection fee waiver is valid for two years, with the option to extend the waiver for two one-year terms if approved in writing by the Director of Infrastructure and Development prior to expiration of the term. The Director of Infrastructure and Development may refuse to grant a requested extension if the Director of Infrastructure and Development finds that the property owner is not making good faith efforts to complete the project.
 - d. The two-year waiver begins to run from the time of the signing of the resolution awarding the waiver.
 - e. The waiver is assigned to a project and to the property on which the project is located, and cannot be transferred by the recipient.
 - C. Infrastructure Reimbursement [[Facility]] Fee.

- 1. Infrastructure Reimbursement [[Facility]] Fee's Purpose. The infrastructure reimbursement [[facilities]] fee is intended to recover the costs of system extensions to a service area outside of the central system. These facilities will typically be the "backbone" of a new service area and may include major water and sewer transmission mains, pumping stations, and water storage tanks. The fee shall be charged to properties connecting to water and/or sewer extensions outside of the city's core or central system.
- 2. If a developer, community association, property owner, or other entity requests that the city extend water or sewer service to a geographic area currently not served by the city's water or sewer systems, the city [[at]] in its sole discretion may elect to serve such a geographic area. In such cases, the entity requesting the provision of water or sewer service shall pay for the entire costs of extending the backbone system of the water or sewer utility to such geographic area, and the city may require the requesting party to oversize the lines, pump stations, storage facilities or other capital facilities to accommodate future utility customers in or adjacent to the area requesting service.
- 3. All such extensions of the backbone systems shall be built in city-owned easements and/or rights-of-way in accordance with city specifications, and shall be inspected and require approval by the city. The title to such facilities shall be vested in the name of the city, unless the city determines that it is to its advantage to title such facilities in the name of another entity. A portion of, or the entire cost[[s]] less the property owner's facilities fee may be reimbursed to the property owner responsible for installing the facilities. The city's reimbursement policy is set forth in Section 13.02.090, extension reimbursement policy.
- 4. The *infrastructure reimbursement* [[facility]] fee will use an incremental method to determine the cost. The incremental method is based solely on the actual incremental/sequential costs of property owner projects as they are added to the system. Property owners will "oversize" facilities in accordance with the city's directives to serve the entire service area.
- 5. Fees and service areas are adjusted for each area served. The incremental method is based on actual costs of backbone infrastructure needed to serve new areas. As a consequence,

- the more remote the service from the city's core system, the higher the fee because of greater infrastructure needs.
- 6. The *infrastructure reimbursement* [[facility]] unit fee shall be calculated by dividing the capital costs of capacity by the incremental capacity of the proposed *water or* sewer main improvement (in gallons) which results in a capital cost per gallon of capacity. At the city's discretion, the *infrastructure reimbursement* [[facility]] unit fee may be calculated by dividing the capital costs of capacity by the estimated ultimate flow in the proposed *water or* sewer main. Such costs may be expressed in terms of capital costs per equivalent dwelling unit (EDU). This cost shall be defined to be the capital cost per gallon of capacity multiplied by two hundred fifty (250).
- 7. The city reserves the right to charge *an infrastructure reimbursement* [[a facility]] fee for any infrastructure project, the construction of which has been authorized by the city prior to the effective date of the ordinance codified in this chapter, and for which the city has not been fully reimbursed.

[[D. Line Fee.

- 1. Line Fee's Purpose. The line fee is intended to cover the costs of extending water distribution and sewage collection mains to exclusively serve a specific geographic area, development or neighborhood. The line fee charge is paid by the property owner directly to his contractor for the cost of water distribution mains and collector sewers installed within a community or development, which feed into the backbone infrastructure.
- 2. If a property owner, community association or other entity requests that properties in a specific neighborhood, development or other similarly defined geographic area receive city water and/or sewer service, then the entity requesting such service shall be responsible for designing and constructing such water distribution and/or sewer collection system (including any related appurtenances such as storage facilities or pumping stations), using design and construction standards as may be specified by the city. Upon acceptance of such facilities by the city, title to such facilities shall be vested in the name of the city.
- 3. The city may, at its sole discretion (e.g., in the case of homes with failing septic systems), provide financing for the design and construction costs of such distribution system/collection system facilities (including related appurtenances), with recovery of the eligible capital costs and related interest costs to be effected via a payment mechanism to be established by the city, such as a one-time fee, a lien on real property to be repaid over time, a front foot assessment or any other such payment mechanism that is lawful and available for use by the city. The city may also require property owner construction of these facilities; therefore, no fees would be collected particularly if it is self-contained.
- 4. The director of infrastructure and development shall have sole discretion in determining which proposed improvements constitute "backbone infrastructure of water/sewer facilities," subject to property owner upfront funding and reimbursement under the extension policy and which improvements are subject to the "line fee" policy.
- 5. New development line fee water and sewer mains shall be constructed to city standards by a property owner and then turned over to the city.

- 6. In the event that lines are required to serve existing subdivisions, such as those with failing septic systems, this fee will enable the city to recover the cost of installing the lines.]]
- [[E.]]D. Sewer-Lateral [[Connection]] and Water-Meter/Tap Fee.

- 1. Sewer- *Lateral* [[Connection]] and Water-Meter/Tap Fee's Purpose. This fee is intended to cover the *actual* cost of tapping the water and sewer mains and providing the *lateral*, *service*, water meter, corporation stop, *cleanout*, and stub out for the [[user]] water and sewer connections, *if these services are provided by the City*.
- 2. The cost of this fee will be the actual labor and materials costs incurred by the Department of Field Operations to perform the sewer connection or water tap. The fee will be estimated prior to performing the work. [[should be proportional to the projected domestic water demands, which will be reflected in the required meter size.]]
- [[3. These fees shall be reviewed annually by the department of infrastructure and development to ensure that actual costs are being captured.]]
- [[4.]]3. All other tap sizes, including combinations of meter sizes and service line size, shall be computed by the Department of Infrastructure and Development for that particular application. The cost shall be based on time, equipment and material involved with a thirty (30) percent markup on direct labor costs and fifteen (15) percent markup on equipment and materials.
- 13.02.080 City infill or redevelopment projects.
- [[A. For owners of property requesting water and sewer service within the city's central system and to whose property existing water and sewer mains are adjacent to the property, the property owner will pay a city central system line fee, in addition to any other applicable fees of the comprehensive connection charge. The city central system line fee shall not apply to redevelopment of property with existing water and sewer service.
- B. The central system line unit fee will be based on the average contract cost per linear foot for installing eight-inch diameter water and sewer mains for the previous twelve (12) months. It will be adjusted annually by resolution of the city council.
- C. A specific property's central system line fee is calculated by taking the square root of the property's area in square feet and then multiplying the result by the central system line unit fee.
- D. There may be proposed projects inside the city's central system, which trigger reinforcing of the existing system due to inadequate capacity. In some areas, the city may be planning a future project in the water/sewer capital improvement plan to address the problem. At the city's discretion, the developer shall fund all or a portion of the project.]]
- [[E.]]A. Property owners with existing water and/or sewer service, who increase usage of water or sewer, shall pay the *Connection Fee adjustment* [[applicable comprehensive connection charges, to include the capacity fee]] for the additional water and sewer volumes.
- 451 [[F.]]B. [[The capacity unit fee is based on dollars per gallon derivation for all planned 452 water/sewer projects, which provide expansion capacity. Therefore, the capacity fee at 453 the time of connection is two hundred fifty (250) gal/EDU × \$/gal for expansion 454 projects.]] Commercial or industrial users requiring larger service will be charged for the 455 equivalent number of EDUs used.

- [[G.]]C. The projected EDU value (average daily water usage) for a particular property owner will be determined initially by the city and a connection [[capacity]] fee collected, and either the City or the property owner may request [[on]] a subsequent adjustment, based on actual daily water usage as measured and recorded by water meter. When the project/building is fully occupied, the connection [[capacity]] fee may then be adjusted and additions or deductions applied accordingly based on [[an]] the average water usage for[[of]] a minimum two consecutive years of water meter billings and other documentation as required by the Department of Infrastructure and Development. The connection [[capacity]] fee may be increased based on average of two consecutive years of water meter billings and other documentation. Any reimbursement of connection [[capacity]] fee shall be without interest.
- D. Permit and Connection Fee Waiver for Single Family Detached Dwelling Units

- 1. This section establishes the criteria for the waiver of building permit fees, plan review fees, plumbing fees, mechanical permit fees and connection fees imposed by the City for construction of new single family detached dwelling units. All eligible The single family parcels shall be recorded as of the effective date of the passing of this ordinance; therefore, the this waiver is for infill properties only.
- 2. The single-family detached dwelling proposed to be built shall conform to existing single-family detached homes in the neighborhood in which it is to be constructed and meet all required square footage and architecturale requirements.
- 3. Requests for single family permit and connection fee waivers are submitted to the Director of Infrastructure and Development for review and internal processing.
- 4. The fee waiver is assigned to a project and to the property on which the project is located, and cannot be transferred by the recipient.
- 5. The fees waived for the construction of new single family detached dwellings shall apply only to new homes built for and sold to individuals who will reside in the structures as homeowner-occupied dwellings. Homeownership will be confirmed through the records of the Maryland Department of Assessments and Taxation upon sale and closing of the real estate transaction and by the homeowner upon demand by the City. The structure shall remain homeowner occupied for a period of not less than five (5) years.
- 6. In the event the homeowner ceases to occupy the property or if the property is sold and no longer remains a homeowner occupied structure, prior to the end of the five year period, <u>all</u> waived permit fees, utility fees and other waived fees shall be due and payable to the City.
- 7. The fees waived as part of this program shall be a lien against the real property in question and shall be recorded, charged and collected as real property taxes owed upon a property on which there is a structure that ceased to be utilized as a homeowner-occupied structure during the required five (5) year period. A notice of lien shall be recorded with the City's Finance Department and also in the Land Records of Wicomico County, if desired, by the City, detailing the types and amounts of fees that were waived in connection with the design, permitting, and construction process for each single-family home covered by the program described in this Resolution. A copy of the notice of lien shall also be provided to the homeowner. An administrative fee of \$500 shall also be applied and collected if a structure ceases to be utilized as a homeowner-occupied structure during the five (5) year period referenced above.

8. The fees to be recovered pursuant to the lien will decline by twenty percent (20%) for each full year that the property remains homeowner-occupied. The administrative fee will not decline pursuant to this five (5) year schedule.

13.02.090 - Extension reimbursement policy.

A. Overview.

- 1. This policy is intended to reimburse property owners over time for their proportionate share of the *infrastructure reimbursement* [[facility]] fee based on their initial investment, which will be indexed using the Consumer Price Index for urban areas (CPI-U).
- 2. Property owner risk will be based on the rate at which the area builds out and the sunset on reimbursement.
- 3. The maximum reimbursement to the property owner, installing the water and sewer infrastructure, will be the entire initial design and construction cost less the "infrastructure reimbursement [[facility]] fee" costs for the number of EDUs to be used by the property owner.
- 4. This policy involves full property owner funding of extension projects with no out-of-pocket costs for the city.

B. Reimbursement Procedures.

- 1. The director of finance, through the collection of the *infrastructure reimbursement* [[facility]] fee, will reimburse the property owner who installed the water and sewer infrastructure, as new users connect to the property owner-constructed system, *as certified by the Director of Infrastructure and Development*.
- 2. The director of finance will reimburse the developer within forty-five (45) calendar days of collecting the *infrastructure reimbursement* [[facility]] fee from the new user(s).
- 3. The director of *Infrastructure and Development* [[finance]] shall charge an appropriate administrative fee for recordkeeping and to recover any handling charges and/or payment processing costs. The administrative fee shall be deducted from the reimbursement amount.
- 4. The director of *Infrastructure and Development* [[finance]] shall calculate the reimbursement amount by using original construction cost figures that will be updated to current costs using the CPI-U.
- 5. It shall be the original property owner's responsibility to furnish the director of *Infrastructure and Development* [[public works]] with contractor invoices or other forms of cost verification to be used by the city for the reimbursement calculation. Documentation of costs shall be provided within six (6) months after project acceptance by the City, or else the property owner shall forfeit the right to collect the infrastructure reimbursement fee.

C. Sunset Clause.

- 1. The initial reimbursement period to property owner shall be twenty (20) years with an additional optional period of ten years.
- 2. The ten-year optional period shall be subject to city *council* approval.
- 3. The city will consider factors such as the magnitude of the project cost, the city's historical growth rate, and the projected time period to reach build out within the area served by the water and sewer extension, before making the decision to extend the reimbursement period.

* ITALICIZED PRINT IND	ICATES MATERIAL ADDI	ED TO EXISTING LAW.	
Deleted material from t	ne existing Code is indica	ated by bold double brackete	d [[]
language.			
	<u>Print Indicates Material A</u>		
Material Deleted from t	ne ordinance is indicated	by bold strikethrough langua	ge.
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MARYLAND, that this ordinance	e shall take effect immedia	tely upon adoption.	
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Salisbury held on this 24 th day of			
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1	ORDINANCE NO. 2615
2 3 4	AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND THE FEE SCHEDULE FOR FY 2021.
5 6 7	WHEREAS, Ordinance No. 2595 set fees for FY2021; and
8 9	WHEREAS, Ordinance No. 2614 provides for a revised structure and nomenclature Comprehensive Connection Charges; and
10 11 12 13	for WHEREAS, the Department of Infrastructure and Development desires to establish revised fees for Comprehensive Connection Charges to align with the new nomenclature and so that they may be collected in FY 2021; and
14 15 16 17	WHEREAS, the Department of Infrastructure and Development recommends the attached revised fee schedule be added to Ordinance No. 2595.
18 19 20 21 22	NOW, THEREFORE, be it enacted and ordained by the City of Salisbury, that the fee amounts included in the attached Exhibit 1 – amended FY 20201 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.
232425	AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND, that the Ordinance shall take effect upon final passage.
26 27 28 29 30	THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 24 th day of August, 2020 and thereafter, a statement of the substance of the ordinance having been published as required by law, in the meantime, was finally passed by the Council on the day of, 2020.
31 32 33	ATTEST:
34 35 36 37	Kimberly R. Nichols, City Clerk John R. Heath, City Council President
38 39	Approved by me, thisday of, 2020.
40 41 42	Julia Glanz, City Administrator for and at the direction of Jacob R. Day, Mayor

Departme	ent of Infrastru	cture and Development
Water and Sewer Connection Capacity Fee (Per Code 13.02.070)		
Comprehensive Connection Charge of Connection Capacity fee for the Developer's share in the equity of the existing utility system cost of growth related	\$3,710.00	Per Equivalent Dwelling Unit (water \$1,513, sewer \$2,020)
infrastructure improvements.	3,533.00	(\$1,925 for water and \$1,785 for sewer)
Water and Sewer Infrastructure Reimbursement Facility Fee (Per Code 13.02.070)		
Comprehensive Connection Charge for Infrastructure		* Fee amount is project dependent. Infrastructure Reimbursement
Reimbursement Facility Fees is based on actual costs		Facility-Fee is the prorated share of the cost of the water and sewer
of water and sewer infrastructure installed by a		mains based on this project's percentage of the capacity of the
Developer.	*	proposed infrastructure project.
Infrastructure Reimbursement Administrative Fee (Per		
Code 13.02.090)		
Administrative fee assessed on Facility Fee for	*	0.1 percent of the Infrastructure Reimbursement Facility Fee
processing		0.1 percent of the infrastructure kelimbursement racinty ree
Water and Sewer Line Fee (Per Code 13.020.070)		
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		Per linear foot based on the area of the property and is the square
directly to the City's Central System.	64.50	root of the lot area, in square feet
Administrative Fee for Connection Capacity Fee payment Plans (R 2029)		
Administrative Fee for Connection Capacity Fee		
payment Plans	25.00	

1 2	ORDINANCE NO. 2616
3 4 5 6 7	AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE BUREAU OF JUSTICE ASSISTANCE FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$78,445.00, AND TO APPROVE A BUDGET AMENDMENT TO THE FY 2021 GRANT FUND TO APPROPRIATE FUNDS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE) PURCHASES.
8 9 10	WHEREAS, the Bureau of Justice Assistance (BJA) has a FY20 Coronavirus Emergency Supplemental Funding Program; and
11 12	WHEREAS, the purpose of the grant program is to provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus; and
13 14 15	WHEREAS, the City of Salisbury submitted a grant application to BJA for funding to offset expenses related to the purchase of personal protective equipment (PPE) purchased in response to the COVID-19 crisis; and
16	WHEREAS, the BJA has allocated the City funds in the amount of \$78,445.00; and
17 18	WHEREAS, the City of Salisbury must enter into a grant agreement with BJA defining how the funds must be expended; and
19 20	WHEREAS, all funds shall be used to purchase PPE for the Salisbury Police Department and Salisbury Fire Department necessary to appropriately respond to the COVID-19 crisis; and
21 22	WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the City Council; and
23 24	WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.
25 26 27 28	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Bureau of Justice Assistance to accept grant funds in the amount of \$78,445.00.
29 30 31	BE IT FURTHER ORDAINED that the City's Fiscal Year 2021 Grant Fund Budget be and hereby is amended as follows:
31 32 33 34 35 36	 Increase DOJ / BJA Grant Revenue account (10500–423101–XXXXX) by \$78,445.00. Increase SPD Medical Supplies Expense account (10500–546016–XXXXX) by \$78,445.00.
37 38 39	BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.
40 41 42 43 44	THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 14 th day of September, 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.

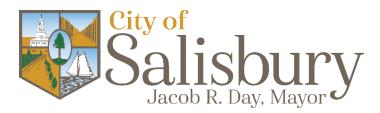
imberly R. Nichols, City Clerk	John R. Heath, President Salisbury City Council
PPROVED BY ME THIS day of	, 2020.

1 2	ORDINANCE NO. 2617
3 4 5 6 7 8	AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE COMMUNITY FOUNDATION OF THE EASTERN SHORE FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$5,000.00, AND TO APPROVE A BUDGET AMENDMENT TO THE FY 2021 GRANT FUND TO APPROPRIATE FUNDS FOR OFFSETTING PERSONAL PROTECTIVE EQUIPMENT (PPE) PURCHASES.
9 10	WHEREAS, the Community Foundation of the Eastern Shore (CFES) has a COVID-19 Emergency Response Fund; and
11 12 13	WHEREAS, the purpose of the grant program is to enable urgent response to evolving community needs as this crisis affects individuals and families, particularly with vulnerable populations in our community; and
14 15 16	WHEREAS, the City of Salisbury Fire Department submitted a grant application to CFES for funding to offset expenses related to the purchase of personal protective equipment (PPE) purchased in response to the COVID-19 crisis; and
17	WHEREAS, the CFES has awarded the City funds in the amount of \$5,000.00; and
18 19	WHEREAS, the City of Salisbury must enter into a grant agreement with CFES defining how the funds must be expended; and
20 21	WHEREAS, all funds shall be used to offset funds allocated to purchase PPE necessary to appropriately respond to the COVID-19 crisis; and
22 23	WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into an contract that requires an expenditure not appropriated or authorized by the City Council; and
24 25	WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.
26 27 28 29 30	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Community Foundation of the Eastern Shore to accept grant funds in the amount of \$5,000.00.
31 32 33	BE IT FURTHER ORDAINED that the City's Fiscal Year 2021 Grant Fund Budget be and hereby is amended as follows:
34 35 36	 Increase FY21 Community Foundation of the Eastern Shore Revenue account (10500–426100–XXXXX) by \$5,000.00 Increase FY21 SFD Medical Supplies Expense account
37 38	(10500–546016–XXXXX) by \$5,000.00
39 40 41	BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.
42 43 44 45 46	THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 14 th day of September, 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.
45	

imberly R. Nichols, City Clerk	John R. Heath, President Salisbury City Council
PPROVED BY ME THIS day of	, 2020.

1	ORDINANCE NO. 2618
2 3 4 5 6 7 8 9	AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND COMMUNITY HEALTH RESOURCES COMMISSION FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$24,799.00, AND TO APPROVE A BUDGET AMENDMENT TO THE FY 2021 GRANT FUND TO APPROPRIATE FUNDS FOR ESTABLISHING A TELEHEALTH COMPONENT TO THE SWIFT PROGRAM.
10 11	WHEREAS, the Maryland Community Health Resources Commission (MCHRC) has COVID-19 Virus Emergency Relief Funding; and
12 13	WHEREAS, the purpose of the funding is to assist eligible community health resources to respond to the current pandemic; and
14 15 16	WHEREAS, the City of Salisbury Fire Department submitted a grant application to MCHRC for funding to establish a telehealth component to the SWIFT program for the purpose of providing follow up care remotely for COVID-19 patients; and
17	WHEREAS, the MCHRC has awarded the City funds in the amount of \$24,799.00; and
18 19	WHEREAS, the City of Salisbury must enter into a grant agreement with MCHRC defining how the funds must be expended; and
20 21	WHEREAS, all funds shall be used to establish the aforementioned telehealth component of the SWIFT program; and
22 23	WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the City Council; and
24 25	WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.
26 27 28 29	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Maryland Community Health Resource Commission to accept grant funds in the amount of \$24,799.00.
30 31 32 33	BE IT FURTHER ORDAINED that the City's Fiscal Year 2021 Grant Fund Budget be and hereby is amended as follows:
34 35 36 37 38 39 40	 Increase FY21 MCHRC SWIFT Revenue account (10500–424010–XXXXX) by \$24,799.00 Increase FY21 SFD Equipment Expense account (10500–577030–XXXXXX) by \$17,624.00 Increase FY21 SFD Supplies - Operating / Office Expense account
41 42 43 44	BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.
45	THIS ORDINANCE was introduced and read at a meeting of the Council of the City of

John R. Heath, President Salisbury City Council
of, 2020.



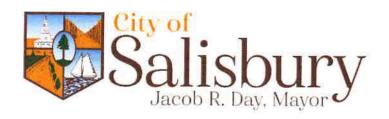
To: Julia Glanz, City Administrator From: Anne Roane, City Planner Date: September 11, 2020

Re: Ordinance to modify Chapter 17 to allow Warehouses and Storage Facilities in Shopping Centers

This proposed text amendment to Chapter 17, Section 76.212.030 – Shopping Centers will allow Warehouses and Storage Facilities as permitted uses. The amendment was requested by Sperry Van Ness/Miller Commercial Real Estate, on behalf of Oakridge Baptist Church and was supported by Staff and the Planning Commission.

Text amendments require two Public Hearings in order to be adopted. The first required Public Hearing was held by the Planning Commission on June 18, 2020. A second Public Hearing will be set by the City Council.

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



Infrastructure and Development Planning and Zoning Commission Staff Report

Meeting of June 18, 2020

I. BACKGROUND INFORMATION:

Applicant: Sperry Van Ness/Miller Commercial Real Estate for Oak Ridge Baptist

Church

Infrastructure and Development Project No.: 202000394

Nature of Request: Public Hearing-Text Amendment-To amend Title 17, Zoning

Section 17.212.030

II. REQUEST:

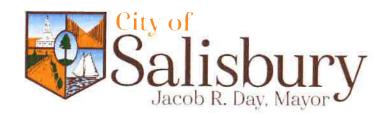
John McClellan, of Sperry Van Ness/Miller Commercial Real Estate, on behalf of Oak Ridge Baptist Church, has submitted a request to amend the text of Title 17, Zoning to include the following language (Attachments 1 & 2):

In 17.212.030 L: Warehouse or storage facility.

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission must hold a Public Hearing on proposed Text Amendments to the Code. The Commission must forward a recommendation (within six (6) months) to the City Council. The City Council must also hold a public hearing before granting final approval to Code Text Amendments (by Ordinance).

III. DISCUSSION:

The proposed amendment to allow a warehouse or storage facility within a shopping center would be similar in nature to other uses already permitted either inherently within



the General Commercial Zoning District; which is the primary reference for establishing uses within a shopping center. Currently, "service-type" uses, such as restaurants, daycare centers, repair shops, and automotive services, to name a few are permitted in shopping center. Storage facilities would be able to provide a natural change in use for larger anchor-type stores in shopping centers.

IV. PLANNING AND ZONING:

Since the current edition of the Salisbury Zoning Code was written in 1983, there have been changes in the way many people choose to shop, both on a national and local level. The retail industry has made a dynamic shift to more online retail, which reduces the need, or desire, for larger anchor or big box stores. Adding a warehouse or storage facility as a permitted use within shopping centers would not have any negative impacts on existing permitted uses, as storage-type uses are innocuous and quiet, with relatively little activity.

V. STAFF RECOMMENDATION:

The Department of Infrastructure and Development recommends that the Planning Commission forward a **FAVORABLE** recommendation to the Mayor and City Council for the proposed amendment that would inherently permit a **Warehouse or storage facility** in shopping centers, as follows:

AMEND SECTION 17.212.030. Permitted Uses, by adding the following item:

L. Warehouse or storage facility.



April 29, 2020

Mr. Henry Eure City of Salisbury 125 North Division St. Salisbury, MD 21801

Re: Requested Text Amendment

Dear Henry

On behalf of my client, Oak Ridge Baptist Church, we would like to request a modification to the permitted uses in properties classified as a shopping center - Chapter 17.212.030.

We are seeking to lease the former Kmart space in the property they own at Rt 50 and Tilghman Rd. As you know, the area is seeing an increasing number of former retail anchors becoming vacant. With the changing nature of retail, it is becoming increasingly difficult to identify and secure medium or large anchors to lease these spaces.

The configuration of the Kmart space being over 225' deep makes it very difficult to secure small tenants willing to lease the entire depth. The rear section of this space and many similar retail boxes is ideal for warehousing and storage uses. The space is sprinkled, offers taller ceilings as well as a multi position loading dock.

At this time, we have several warehouse users interested in leasing the rear of the Kmart space without any exterior modifications.

We were surprised to learn that the General Commercial District permits warehouse and storage uses inherently and the Regional Commercial District permits them by Special Exception. However, in both cases, these uses are not permitted within a shopping center. We are asking the City to consider making these uses an inherently permitted use within a shopping center.

Since the shopping center development standards require a comprehensive development plan, the City will maintain control over any facade or site changes if any storage uses were to desire substantial changes.

This change would be beneficial to many centers facing large vacancies. This includes the Shoppes at Salisbury, Twilley Center, and the Center at Salisbury. Adaptive re-use of retail boxes is a growing trend across the country.

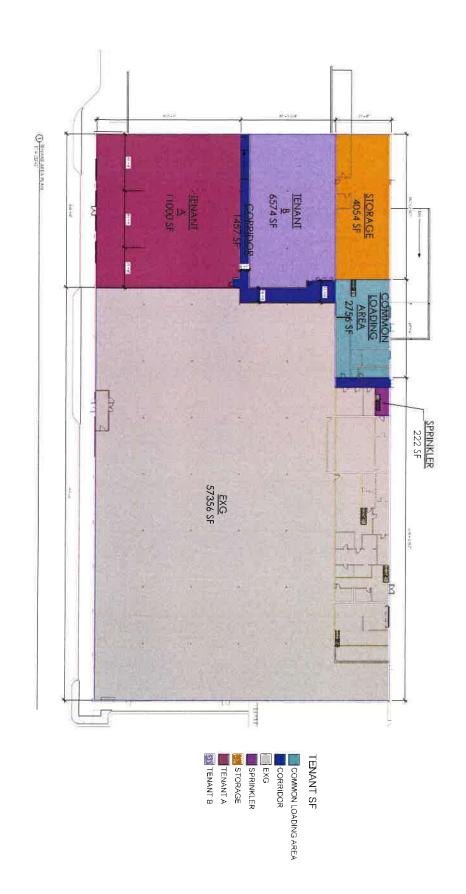
I will be happy to provide testimony at any meetings or discussions groups you recommend.

Sincerely,

John McClellan, CCIM, SIOR

Senior Advisor

john.mcclellan@svn.com



TENANT AREA PLAN

for

TEWAY CROSSING

COMICO COUNTY, MARYLAND
OAK RIDGE BAPTIST CHURCH



JACOB R. DAY MAYOR JULIA GLANZ CITY ADMINISTRATOR

City of Salisbury - Wicomico County

PLANNING AND ZONING COMMISSION
P.O. BOX 870
125 NORTH DIVISION STREET, ROOMS 203 & 201
SALISBURY, MARYLAND 21803-4860
410-548-4860
FAX: 410-548-4955



BOB CULVER COUNTY EXECUTIVE

R. WAYNE STRAUSBURG DIRECTOR OF ADMINISTRATION

MINUTES

The Salisbury-Wicomico Planning and Zoning Commission met in regular session on June 18, 2020, via WebEx teleconference, with the following persons participating:

COMMISSION MEMBERS:

Charles "Chip" Dashiell, Chairman Dr. James McNaughton Scott Rogers Mandel Copeland Jim Thomas

PLANNING STAFF:

Anne Roane, Infrastructure and Development Dept.

Henry Eure, Infrastructure and Development Dept.

Brian Wilkins, Infrastructure and Development Dept.

Keith Hall, Deputy Director, Wicomico County Planning, Zoning, and Community Development

Brian Soper, Planning Services Manager, Wicomico County Planning, Zoning, and Community Development

Jesse Drewer, Planner II, Wicomico County Planning, Zoning, and Community Development

Gloria Smith, Planner, Wicomico County Planning, Zoning, and Community Development

Marilyn Williams, Land Development Coordinator, Wicomico County Planning, Zoning, and Community Development

Melissa Cassimore, Recording Secretary, Wicomico County Planning, Zoning, and Community Development

The meeting was called to order at 1:30 p.m. by Mr. Dashiell, Chairman.

Chairman Dashiell announced in response to the COVID-19 crisis and in an effort to promote the health, safety, and general welfare of the public this

meeting is being conducted via teleconference call. He proceeded with thanking County and City Staff for assisting with making the teleconference possible. Also, Chairman Dashiell welcomed the public that may be joining on the call. Chairman Dashiell concluded the opening remarks by recognizing the loss of loved ones as a result of this pandemic, as well as acknowledging the efforts of fire responders, health care providers, doctors and nurses on the front line in countless communities.

Mr. Hall conducted a roll call of Commission members participating on the call, as well as City and County staff. Mr. Hall announced a quorum of Commissioners was achieved for the meeting. Chairman Dashiell requested Mr. Hall to provide a brief overview of procedures and tips for conducting a teleconference meeting. Mr. Hall presented the house keeping procedures, which included participants and applicants placing phone on mute, announce name prior to speaking, conducting individual roll call for Commissioner comments and votes on items. With no questions, Mr. Hall turned the meeting over to Chairman Dashiell.

MINUTES: The minutes from the May 21st meeting were brought forward for approval. Upon a motion by Mr. Thomas, seconded by Mr. Rogers, and duly carried, the minutes from the May 21, 2020 meeting were **APPROVED** unanimously as submitted.

PUBLIC HEARING TEXT AMENDMENT – Sperry Van Ness/Miller Commercial Real Estate, on behalf of Oak Ridge Baptist Church – To amend Section 17.212.030 – To Add Warehouse or Storage Facility in a Shopping Center (H. Eure)

Mr. Rogers recused himself from this agenda item.

Mr. Jesse Drewer read the Notice for Public Hearing into the record.

Chairman Dashiell confirmed Mr. Henry Eure and Mr. John McClellan were on the call to be sworn in. No members of the public were on the call to testify.

Mr. Keith Hall administered the oath to Henry Eure and John McClellan.

Mr. Henry Eure and Mr. John McClellan of SVN, on behalf of Oak Ridge Baptist Church, confirmed being on the conference call. Mr. Eure presented the Staff Report and stated the applicant is requesting to amend the text of Title 17, Zoning to include the language "warehouse or storage facility" in 17.212.030 L. In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission must hold a Public Hearing on proposed Text Amendments to the Code. The Commission must forward a recommendation

(within six (6) months) to the City Council. The City Council must also hold a public hearing before granting final approval to Code Text Amendments (by Ordinance).

Staff recommends forwarding a favorable recommendation to the Mayor and City Council for the proposed amendment that would inherently permit a warehouse or storage facility in shopping centers.

Chairman Dashiell asked if Mr. McClellan had any comments to add.

Mr. McClellan discussed the vacancies around the County of big anchor stores along with the difficulties in filing the vacancies. Mr. McClellan stated this would be a low impact and low traffic use that would open the avenue to monetize the vacancies in shopping centers.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

Dr. McNaughton asked if there will be general restrictions that apply to hazardous materials and other items.

Mr. Eure discussed high versus low hazard storage use. Due to most containing combustible materials the most common storage use is high hazard. Mr. Eure stated if approved it would be building code compliant and inspections would be done before occupancy permit issued.

Dr. McNaughton asked if the Fire Department was in support.

Mr. Eure answered the Fire Department would review the plans and inspect before a Certificate of Occupancy was issued.

Mr. Thomas confirmed no questions or comments.

Mr. Rogers is recused.

Mr. Copeland confirmed no questions or comments.

Chairman Dashiell had no questions or comments. Chairman Dashiell asked if the public had any questions or comments. There were none.

Upon a motion by Mr. Thomas to forwarding a favorable recommendation to the Mayor and City Council for the proposed amendment that would inherently permit a warehouse or storage facility in shopping centers. The motion was seconded by Dr. McNaughton. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. With exception of

Mr. Roger's recusal, all Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion for the Text Amendment was approved.

Mr. McClellan thanked the Commission for their help with this matter.

ANNEXATION ZONING – Atlantic Tractor, LLC, rep. by Sandy McAllister, Atty. – 31415 John Deere Drive – 5.0 acres – Multi-Use Non-Residential District - #19-014; M-39, P-38, G-10 (A. Roane)

Ms. Anne Roane and Mr. Sandy McAllister, Attorney for Atlantic Tractor, LLC, confirmed being on the conference call. Ms. Roane presented the Staff Report and stated the applicant is requesting annexation into the City of Salisbury. The primary reason for this request is to have access to City water, sewer and services. A Salisbury City Council Work Session was held on May 4, 2020. Other properties on John Deere Drive have been annexed into the City for utilities. Staff recommends approval as submitted.

Chairman Dashiell asked if Mr. McAllister had any comments to add.

Mr. McAllister thanked Ms. Roane for her assistance and added other properties on John Deere Drive have been annexed previously. Mr. McAllister is looking for a favorable recommendation to the City.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

- Dr. McNaughton confirmed no questions or comments.
- Mr. Thomas asked if Holt Paper is already connected to City water and sewer.
- Ms. Roane answered Holt Paper has not petitioned for annexation. She further discussed Royal Farms and Hardee's have services therefore this property would be connected to the existing lines.
 - Mr. Rogers confirmed no questions or comments.
 - Mr. Copeland confirmed no questions or comments.

Chairman Dashiell confirmed no questions or comments. Chairman Dashiell asked Dr. McNaughton if he had another question.

Dr. McNaughton asked about the inventory.

Ms. Roane answered that those discussions are handled between the applicant and the City Council.

Chairman Dashiell responded the zoning is all the Commission would be addressing; the City Council will be handling other matters. Chairman Dashiell asked if the public had any questions or comments. There were none.

Upon a motion by Mr. Rogers to forwarding a favorable recommendation to the Mayor and City Council for the property to be zoned Mixed-Use Non-Residential. The motion was seconded by Mr. Thomas. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. All Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion for the favorable recommendation was approved.

Mr. McAllister thanked the Commission.

REVISED SIGN PLAN APPROVAL – Salisbury Marketplace – J.D. Sign Company for Karemore Properties, LLC – 815 Snow Hill Road – Gen. Comm. District - # 202000508, Map-48, Grid-4, Parcel-244 (H. Eure)

Mr. Henry Eure and Mr. Jason Dean of JD Sign Company, confirmed being on the conference call. Mr. Eure presented the Staff Report and stated the applicant is requesting to amend the existing Sign Plan by incorporating the colors black and yellow to the existing Sign Plan. A new exterior sign is also proposed for the storefront window of Food Lion. The proposed signs have the support of the property owner.

Staff recommends approval for the proposed Sign Plan as submitted.

Chairman Dashiell asked Mr. Dean if he had any comments to add.

Mr. Dean thanked Mr. Eure for his presentation.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

- Dr. McNaughton confirmed no questions or comments.
- Mr. Thomas confirmed no questions or comments.
- Mr. Rogers confirmed no questions or comments.
- Mr. Copeland confirmed no questions or comments.

Chairman Dashiell had no questions or comments. Chairman Dashiell asked if the public had any questions or comments. There were none.

Upon a motion by Mr. Rogers to approve the Revised Sign Plan as submitted. The motion was seconded by Dr. McNaughton. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. All Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion for the Revised Sign Plan was approved.

AGRICULTURAL LAND PRESERVATION EASEMENT APPLICATION – MARVIC Associates, LLC – Laws Road – 167.29 acres – Map-60, Grid-5 & 12, Parcel 17 & 19 (G. Smith)

Mrs. Gloria Smith and Victor Laws III of MARVIC Associates, LLC confirmed being on the conference call. Ms. Smith presented the Staff Report and stated a correction to the Staff Report is MARVIC, LLC should be MARVIC Associates, LLC as stated on Attachment #4. Ms. Smith stated the applicant is requesting to file an easement application to the Maryland Agricultural Land Preservation Foundation program for their property, 167.29 acres, located on both sides of Laws Road, southwest of Powellville. Ms. Smith stated the property is zoned A-1 Agricultural-Rural, it is located in an area designated as Agriculture/Resource and within the Priority Preservation Area in the County Plan. Mrs. Smith explained the process begins with the Commission reviewing the application for location in concurrence with the County Comprehensive Plan, the Ag Preservation Advisory Board will meet in the summer to review the soils, upon completion both recommendations will be forwarded to County Council for a public hearing. Applications are due to the State by July 1st with details being completed by October 1st.

Chairman Dashiell asked Mr. Laws if he had any comments.

Mr. Laws thanked Ms. Smith for her presentation and help in this process.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

- Dr. McNaughton confirmed no questions or comments.
- Mr. Thomas confirmed no questions or comments.
- Mr. Rogers confirmed no questions or comments.
- Mr. Copeland confirmed no questions or comments.

Chairman Dashiell responded no questions or comments. Chairman Dashiell asked if the public had any questions or comments. There were none.

Upon a motion by Mr. Rogers to make a favorable recommendation to the Wicomico County Council for support of the sale of an Agricultural Land Preservation Easement of the MARVIC Associates, LLC property based on its compliance with the County Comprehensive Plan, seconded by Dr. McNaughton. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members, which all Commissioners in attendance voted in the affirmative. Chairman Dashiell stated the motion to make a favorable recommendation for this Agricultural Land Preservation Easement Application is approved.

AGRICULTURAL LAND PRESERVATION EASEMENT APPLICATION – William D. Todd – Cross Road – 87.9 acres – Map-6, Grid-15 & 16, Parcel-146 (G. Smith)

Ms. Smith presented the Staff Report and stated the applicant is requesting to file an application to the Maryland Agricultural Land Preservation Foundation program for their property, 87.9 acres, located on the southerly side of Cross Road, south of Sharptown. Ms. Smith stated the property is zoned Agricultural-Rural, it is located in an area designated as Agriculture/Resource and within the Priority Preservation Area in the County Plan. Surrounding properties are in the Maryland Agricultural Land Preservation Foundation or Wicomico County Land Preservation Easement as noted in Attachment #2. Mrs. Smith explained the process begins with the Commission reviewing the application for location in concurrence with the County Comprehensive Plan, the Ag Preservation Advisory Board will meet in the summer to review the soils, upon completion both recommendations will be forwarded to County Council for a public hearing.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

- Dr. McNaughton confirmed no questions or comments.
- Mr. Thomas confirmed no questions or comments.
- Mr. Rogers confirmed no questions or comments.
- Mr. Copeland confirmed no questions or comments.

Chairman Dashiell responded no questions or comments. Chairman Dashiell asked if the public had any questions or comments. There were none.

Upon a motion by Mr. Rogers to make a favorable recommendation to the Wicomico County Council for support of the sale of an Agricultural Land Preservation Easement of the William D. Todd property based on its compliance with the County Comprehensive Plan, seconded by Dr. McNaughton. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members, which all Commissioners in attendance voted in the affirmative. Chairman Dashiell stated the motion to make a favorable recommendation for this Agricultural Land Preservation Easement Application is approved.

COUNTY SUBDIVISION PLATS – Michael & Candice Davis – Preliminary/Final 5 lots – Naylor Mill & Levin Dashiell Roads – Map-28; Grid-22, Parcel-115 (M. Williams)

Ms. Marilyn Williams confirmed being on the call. Michael & Candice Davis were not on the call. Ms. Williams presented the Staff Report and stated the applicant has proposed subdivision of the northerly side of Naylor Mill Road, Parcel 115, to create two (2) new lots with the remainder being Lot #3. Proposed on the southerly side of Naylor Mill Road is the creation of two (2) new building lots with remaining lands of 34.67 +/- acres. The majority of the southerly portion of the parcel lies within the R-20 zone, with the balance located in the Heavy Industrial (I-2) zone. Conversely, all of Lot 3 and most of Lot 2 located on the northerly side of the road lie within the Heavy Industrial zone, and Lot 1 lies within the R-20 zone. Minimum lot sizes for the two zoning designations are 20,000 sq. ft. for R-20 and 25,000 for 1-2. Ms. Williams stated the applicant is requesting the approval of the Minor Subdivision and Simplified Forrest Conservation Plan.

Staff recommends approval with the following six (6) conditions:

- 1. The Final Plat shall comply with all requirements of the Wicomico County Subdivision Regulations;
- 2. Health Department approval is required prior to the recordation of the Final Plat;
- 3. The Final Plat shall comply with all requirements of the Forest Conservation regulation and a Long-term Management Agreement must be recorded in the land records for Wicomico County prior to the recording of the subdivision plat;
- 4. All new road entrances must be approved by the Wicomico County Department of Public Works;
- 5. Ingress/egress easements for Lots 1 and 2 and for Lot 4 and the Remaining Lands must be recorded in the land records for Wicomico County prior to the recordation of the subdivision plat;
- 6. This approval is subject to further review and approval and conditions imposed by the Planning and Zoning and Public Works Departments; and

7. Note to be added to the plat stating "Proposed use and development of approved lots shall confirm with Chapter 225 (Zoning) of the Wicomico County Code."

Chairman Dashiell further discussed the proposed seventh (7) condition. Lots 1-3 on the northerly side are zoned R-20 and I-2 with the majority of Lots 2 & 3 being I-2, Heavy Industrial zone, not for residential use. Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

- Dr. McNaughton confirmed no questions or comments.
- Mr. Thomas confirmed no questions or comments.
- Mr. Rogers confirmed no questions or comments.
- Mr. Copeland confirmed no questions or comments.

Chairman Dashiell responded no questions or comments. Chairman Dashiell asked if the public had any questions or comments. There were none.

Upon a motion by Mr. Rogers to approve the Minor subdivision and Simplified Forest Conservation Plan with the six (6) proposed conditions and also adding a seventh (7), seconded by Dr. McNaughton. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members, which all Commissioners in attendance voted in the affirmative. Chairman Dashiell stated the motion is approved.

STAFF COMMENTS:

Chairman Dashiell thanked Commission members for their participation to make this meeting a success during this unusual time. Chairman Dashiell looks forward to meeting again in person to move the business of the City and County forward.

Mr. Hall stated the County has no further items for consideration from the Commission.

Ms. Roane stated the startup of the zoning ordinance should be brought forward in August and the first Task Force Meeting will be held on Monday. Ms. Roane thanked Mr. Hall for setting up the teleconference.

Chairman Dashiell expressed his appreciation to the City and County Staff for all they continue to do to help this Commission and to see all the business in the City and County gets the attention it needs in spite of the challenging circumstances.

The next Commission meeting will be July 16th.

There being no further business, the Commission meeting was adjourned at 2:25 p.m. by a motion from Mr. Rogers and seconded by Mr. Thomas, and duly carried by all members.

This is a summary of the proceedings of this meeting. Detailed information is in the permanent files of each case as presented and filed in the Wicomico County Department of Planning, Zoning, and Community Development Office.

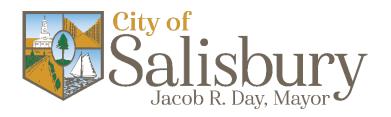
Charles "Chip" Dashiell, Chairman

Lori A. Carter, Director

Melissa Cassimore, Recording Secretary

1	ORDINANCE NO. 2619
2	
3 4	AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND,
5	PURSUANT TO CHAPTER 17.228 OF TITLE 17, ZONING OF THE
6 7	SALISBURY MUNICIPAL CODE AND SECTION 4-103 OF THE LAND USE ARTICLE OF THE ANNOTATED CODE OF MARYLAND FOR THE
8	PURPOSE OF AMENDING SECTION 17.212.030, TO ADD
9 10	WAREHOUSES OR STORAGE FACILITIES AS A PERMITTED USE IN SHOPPING CENTERS.
11	SHOTTING CENTERS.
12	WHEREAS, the ongoing application, administration and enforcement of Title 17, Zoning
13	of the Salisbury Municipal Code, demonstrates a need for periodic review, evaluation and
14	amendments that will keep Title 17 current; and
15	WHEREAS, the Mayor and City Council may amend Title 17, Zoning, of the Salisbury
16	Municipal Code, pursuant to the authority granted by MD Code, Land Use, § 4-101, et seq. and in
17	accordance with specific provisions of Chapter 17.228, Amendments and Rezoning of Title 17,
18	Zoning; and
19	WHEREAS, the Mayor and City Council requested that the Salisbury Planning and
20	Zoning Commission periodically review Title 17 in light of existing procedural practices and input
21	from the City Council and members of the public; and
22	WHEREAS, Sperry Van Ness/Miller Commercial Real Estate submitted an application to
23	amend the text of Chapter 17.212 (Shopping Centers), to add "Warehouses or Storage Facilities"
24	as a permitted use in Section 17.212.030; and
25	WHEREAS, a Public Hearing on the proposed amendment was held by the Salisbury
26	Planning and Zoning Commission in accordance with the provisions of Chapter 17.228, of Title
27	17, Zoning, of the Salisbury Municipal Code on June 18, 2020; and
28	WHEREAS, the Salisbury Planning and Zoning Commission did recommend approval of
29	the proposed text amendment to Section 17.212.030.
30	NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY OF
31	SALISBURY, MARYLAND, that Title 17, Zoning, of the Salisbury Municipal Code is hereby
32	amended as follows:
33 34	AMEND SECTION 17.212.030, PERMITTED USES, BY ADDING ITEM "L". AS FOLLOWS:
35 36	L. WAREHOUSES OR STORAGE FACILITIES.

		IAL ADDED TO EXISTING LAW. e is indicated by bold double bracketed
ianguage.		
AND BE IT	FURTHER ORDAIN	ED BY THE CITY OF SALISB
		t from and after the date of its final passag
in no event until ten (10)	days after the date of the	Council's Public Hearing, and
THE ABOVE O	PRDINANCE was introdu	ced and read at a meeting of the Council of
day of	2020, and thereafte	r, a statement of the substance of the ordi
having been published a	s required by law, in the r	neantime, was finally passed by the Coun
day of	, 2020.	
•		
ATTEST:		
Kimberly R. Nichols		John R. Heath, President
City Clerk		Salisbury City Council
A 11 /1:		
Approved by me this		
day of	, 2020.	



MEMORANDUM

To: Julia Glanz, City Administrator

From: Laura Soper, Director of Business Development

Subject: Sidewalk Café Code Changes

Date: 9/14/20

The Office of Business Development recently did a review of the Code regarding Sidewalk Cafes and would like to advance the following changes to update and amend the legislation. This came about as COVID began to manifest and the City recognized the need to update our existing legislation and formalize agreements in some of the public spaces available in Downtown Salisbury and throughout the City.

ORD	INIA	NCE.1	Nο	2620

1	ORDINANCE No. 2620
2 3 4	AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND CHAPTER 12.36 – SIDEWALK CAFES OF THE SALISBURY MUNICIPAL CODE TO AMEND THE REQUIREMENTS FOR SIDEWALK CAFES.
5 6 7	WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code demonstrates the need for periodic review, evaluation and amendment; and
8 9 10	WHEREAS, the City of Salisbury desires to require all applications for a sidewalk café seating area to include an inspection and approval by the City Fire Marshal to ensure compliance with the City's fire prevention code prior to issuance of a permit; and
11 12	WHEREAS, the City of Salisbury has adopted the State Fire Prevention Code with certain local amendments.
13 14 15 16	WHEREAS, there has been a recent increase in the number of sidewalk cafes in the City and the City of Salisbury desires to update the requirements for sidewalk cafes to ensure better oversight and safety of all sidewalk cafes; and
17 18	WHERAS, the City of Salisbury would like to amend the Chapter to update the requirements and process by which Sidewalks Cafes are permitted.
19 20	NOW, THERFORE, be it enacted and ordained by the City of Salisbury, that Chapter 12.36 of the City of Salisbury Municipal Code be amended as follows:
21	Chapter 12.36 - SIDEWALK CAFES
22	12.36.010 - Definitions.
23 24 25 26	A. "Sidewalk cafe" means any area situated on a public sidewalk where food, refreshments and/or alcoholic beverages are sold by a restaurant, delicatessen, and/or ice cream shop for public consumption at tables or counters located on the public sidewalk fronting the operating establishment.
27 28 29	B. "Street fixtures" means physical objects located within a public sidewalk, such a streetlights, trees, signs, parking meters and planters.
30	12.36.020 - Permit required.
31 32	A. A person shall not construct, maintain, use or operate a sidewalk cafe on a public sidewalk without first obtaining a permit as provided for in this chapter.

- B. An application for a sidewalk café permit shall be made to the director of infrastructure and 33 34 development on forms provided by the director. The application shall be made by the owner of the [[public eating business]] food service facility establishing the sidewalk café. In 35 addition, an application may be required to be filed with the Historic District Commission. 36 The application for use of the public right-of-way for a sidewalk café should be from a food 37 service facility located on private contiguous property. In the event the outdoor cafe area is 38 not contiguous to the food service facility, it must be located within 25 feet of the storefront 39 of the associated food service facility; and adjoining property owners and businesses will be 40 notified of the permit application. The City may not be able to grant exclusive use of 41 sidewalk café if there are additional food service facilities within 25' of the business 42 applying for a sidewalk café permit. 43
- C. A sidewalk cafe permit shall be for one year from March 1 of each year until the *last day of the* following February [[28]]. An annual fee *of fifty dollars* (\$50) shall be paid with the permit application[[and The permit fee shall be established by ordinance of the city council]].
- D. Sidewalk café permits are not transferable. In the event of the transfer of ownership of the food service facility, the new owner must reapply for a permit.
- 50 E. The City may suspend or revoke a permit for violations of this section, conditions of the permit, or other applicable City, County, State, or Federal laws.
- F. Permittee is required to make any and all repairs to damage caused to the City right of way and sidewalk café at the expiration of permit period.
- 55 12.36.030 Operating standards.

54

- A. No part of a sidewalk cafe area shall encroach upon any part of the sidewalk frontage on any adjacent premises, right-of-way or alley.
- 58 B. A sidewalk cafe shall comply with all building, health, safety, fire, zoning and environmental standards applicable to such uses.
- C. A sidewalk cafe shall not sell, serve or allow consumption of alcoholic beverages on its sidewalk without first obtaining the required license from the Wicomico County Liquor Board. Alcoholic beverages shall be served on the sidewalk cafe only in conjunction with the service of food. A public eating establishment shall not sell, serve or allow consumption of alcoholic beverages at its sidewalk cafe after the establishment's closing time.
- D. The following are prohibited in the cafe area: accumulated trash and refuse, storage, advertising banners, outdoor entertainment, music and loudspeakers.
- E. [[A sidewalk cafe shall close and all]]All cafe seating shall be removed from the cafe [[area]]or secured in the area [[no later than 11:00 p.m.]] no later than an hour after the business closes daily.
- 70 F. The affected portion of the sidewalk shall be cleaned by the owner of the sidewalk cafe each business day that the sidewalk cafe business is in operation.

- 72 *G.* A sidewalk café must comply with any conditions imposed by the City in connection with the issuance of a sidewalk café permit.
- 74 H. Sidewalk café must close at the same time as the permitted business. Permittee must ensure
 75 that all patrons do not linger or loiter in sidewalk café once business has closed.

77 12.36.040 - Design standards.

76

- A. The permittee shall allow a minimum of five feet of unobstructed area for pedestrian foot passage between the outer edge of the sidewalk curb or designated sidewalk area and the area occupied by the permittee.
- B. Sidewalk cafe furniture shall be simple in character, constructed, of wood and/or painted metal. The only furniture permissible are tables, chairs and umbrellas which are intended for outdoor use. All portions of umbrellas must be contained entirely within the seating area, and must have at least seven feet of clearance over the sidewalk when extended. The only wording or advertisement permissible on umbrellas is the name of the restaurant associated with the sidewalk cafe.
- C. A scaled sketch plan shall be filed with the permit application showing all street fixtures affected, included property lines fronting the sidewalk in which the sidewalk cafe will be located, sidewalks, street curb lines, lighting, trees, planters, parking meters, street signs, fire hydrants and proposed location of the outdoor cafe and enclosure. Any plans to anchor the enclosures in the public sidewalk must be approved by the department of infrastructure and development.
- D. Railings and/or fencing for the enclosed cafe area shall be approved by the Salisbury Historic District Commission and Department of Infrastructure & Development, if applicable.
- E. The sidewalk cafe seating area shall be [[approved by the Wicomico County Fire
 Inspection Division.]] Inspected and approved by City Fire Marshal for compliance with
 the City's Fire Prevention Code.
- F. No portion of the sidewalk [[café]]café, including furniture and fixtures, shall obstruct view and/or access to hydrants, street lights, street signs, telephones, mailboxes, transit stops or any other public service facility on the sidewalk area or adjacent street.
- G. No sidewalk cafe may be permanently located within the sidewalk area [[by means of 102 raised deck, platform, walls or other structures or enclosed by fixed walls of any 103 material]], except that sidewalk cafe boundaries must be delineated by the use of 104 [[temporary]] barriers such as railings or fencing. [[Any such temporary barriers must 105 be easily removed and no more than forty-two (42) inches in height above the sidewalk 106 surface]]. [[Temporary barriers may be attached by removable clips or devices 107 approved in advance by the department of infrastructure and development.]]Any 108 barrier must be approved and permitted by the Department of Infrastructure & 109 Development. Any portion of barriers above forty two (42) inches in height must provide 110 sight lines into/through the sidewalk café area and must be secured in a manner that is 111 acceptable to the Department of Infrastructure & Development. 112

113 114 115 116 117 118	Н.	All portions of canopies must be contained entirely within the seating area, and must have at least nine feet of clearance over the café area when extended. The only wording or advertisement permissible on canopy is the name of the restaurant associated with the sidewalk cafe. Canopies must be reviewed and approved by the City of Salisbury Infrastructure & Development Department, Historic District Commission, and City Fire Marshal.	
119 120 121	I.	Any proposed alterations to the sidewalk café after the permit is issued must be reviewed and approved by the City of Salisbury Infrastructure & Development Department, Historic District Commission, and City Fire Marshal.	
122			
123	12.	36.050 - Insurance and indemnification.	
124 125 126 127 128 129 130	dar cor app (\$5	The sidewalk cafe permitee shall fully insure, indemnify and hold harmless the city of isbury and its officers, agents, and employees from and against any and all claims and nages in any way arising out of the acts or omissions of the permittee or its employees in istruction, operation, maintenance, use, placement or condition of the sidewalk cafe. An olicant for a sidewalk cafe permit shall provide proof of five hundred thousand dollars 00,000.00) premises liability insurance before a permit may be issued or renewed under this opter.	
131 132	12	36,060. Violation and panalties	
133 134 135 136 137 138 139	12.36.060 - Violation and penalties. The provisions of the chapter shall be enforced by the [[city]]City of Salisbury building official or his/her designee. A person who continues to violate this chapter after written notice to take corrective action is guilty of a municipal infraction and shall be fined two hundred fifty dollars (\$250.00) for the first offense and shall be fined up to five hundred dollars (\$500.00) for each subsequent offense. Each day a violation exists shall be a separate offense. In addition, the building official may revoke or suspend a permit issued pursuant to this chapter after repeated infractions in any twelve-month period.		
140			
141 142 143 144 145 146	*	ITALICIZED PRINT INDICATES MATERIAL ADDED TO EXISTING LAW. Deleted material from the existing Code is indicated by bold double bracketed [[]] guage.	
147 148	SA	AND BE IT FURTHER ORDAINED AND ENACTED BY THE CITY OF LISBURY, MARYLAND THAT this ordinance shall take effect immediately upon adoption.	
149 150	Sal	THIS ORDINANCE was introduced and read at a meeting of the Council of the City of isbury held on this day of 2020, and thereafter, a statement of	

151 152	the substance of the Ordinance having the Council on the day of		shed as required by law, was finally passed b, 2020.	у
153 154 155	ATTEST:			
156	Kimberly R. Nichols		John R. Heath	
157 158 159	CITY CLERK		PRESIDENT, City Council	
160 161 162 163	APPROVED BY ME THIS	_ day of	, 2020	
163 164 165	Julia Glanz, City Administrator, for and at the direction of Jacob R. Day	, MAYOR		