



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

**OCTOBER 19, 2020
ZOOM MEETING**

- 4:30 p.m. Faith Baptist Church Annexation Agreement amendment- DID Director Amanda Pollack
- 4:40 p.m. Budget Amendment to accept a grant for \$24,951 from the Wicomico County Health Department to purchase two commercial grade washer/extractors and dryers- Fire Chief John Tull
- 4:45 p.m. Budget Amendment to accept a grant for \$7,500 from the Wicomico County Health Department to purchase emergency medical supplies and equipment for the Safe Station- Fire Chief John Tull
- 4:50 p.m. Budget Amendment to accept a grant for \$4,600 from the Wicomico County Health Department to operate the Salisbury-Wicomico Firstcare Team- Fire Chief John Tull
- 4:55 p.m. New Development Incentive program- Deputy City Administrator Andy Kitrow
- 5:10 p.m. Council Remarks
- 5:15 p.m. Motion to convene in Closed Session to consult with counsel to obtain legal advice on a legal matter and to consult with staff, consultants, or other individuals about pending or potential litigation in accordance with the Annotated Code of Maryland §3-305(b)(7)(8)

President Heath's report to Public / Adjournment

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

Join Zoom Meeting

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

Meeting ID: 536 277 2908

+13017158592,,5362772908# US (Germantown)

+13126266799,,5362772908# US (Chicago)

19292056099,,5362772908# US (New York)



City of Salisbury

Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: October 5, 2020
Re: Annexation Amendment request from Faith Baptist Church

AP

The City has received a request from Faith Baptist Church to modify their annexation agreement. The letter dated October 2, 2020 is attached. The annexation agreement dated December 18, 2006 is attached per Resolution No. 1466.

Specifically, the request is to eliminate items 7F, 7G and the concept plan. Items 7F and 7G from the Annexation Agreement detail assessments on a per unit basis. 7F requires a \$3,000 assessment per unit for beautification, restoration and revitalization improvements in existing neighborhoods. 7G requires a \$2,000 assessment per unit for the implementation of a workforce housing program. The concept plan is obsolete at this time. The property owners are looking to sell the property and would like for the buyer to have the ability to prepare a new plan that complies with the zoning code.

The current annexation agreement that the City utilizes does not include the two assessments listed above on a per unit basis. The City has entertained a request by another property owner to amend an older annexation to align with our current annexation agreement format and assessments so that the property can be competitively marketed for sale.

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

AS AMENDED ON DECEMBER 18, 2006
RESOLUTION NO. 1466

SALISBURY-WICOMICO
FILE COPY
PLANNING

A RESOLUTION of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land situate contiguous to and binding upon the Northeasterly corporate limit of the City of Salisbury, to be known as the "Dagsboro Road - Faith Baptist Church Annexation" being an area located on the Southerly side of and binding upon Dagsboro Road.

WHEREAS the City of Salisbury has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed, and being located on the Southerly side of and binding upon Dagsboro Road, said parcel being contiguous to and binding upon the Northeasterly corporate limit of the City of Salisbury;

WHEREAS the City of Salisbury has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of December 8, 2005, as will more particularly appear by the certification of W. Clay Hall, Surveyor, of the City of Salisbury, attached hereto; and

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

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT it is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so as to annex to and include within said

City all that parcel of land together with the persons residing therein and their property, contiguous to and binding upon the Southerly side of and binding upon Dagsboro Road, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

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

SECTION 3. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT the Council hold a public hearing on the annexation hereby proposed on February 12, 2007, at 6:00 o'clock p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the City of Salisbury, of the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code.

The above resolution was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 18th day of December, 2006, and having

been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on this _____ day of February, 2007.

Brenda J. Colegrove,
City Clerk

Michael P. Dunn,
Council President

APPROVED BY ME this _____ day of
_____ 200__.

Barrie P. Tilghman,
Mayor of the City of Salisbury

EXHIBIT "A"

DAGSBORO ROAD – FAITH BAPTIST CHURCH ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the northeasterly Corporate Limit of the City of Salisbury to be known as "Dagsboro Road – Faith Baptist Church Annexation" beginning for the same at a point on the Corporate Limit, said point being near the southwesterly corner of the lands of Faith Baptist Church of Salisbury, Maryland X 1,214,103.11 Y 214,985.21; thence to and with said lands South eighty-five degrees twenty-one minutes thirty-four seconds East (S 85° 21' 34" E) six hundred and twenty-six decimal two, six (626.26) feet to a cement post on the southeasterly corner of the said Church property X 1,214,727.32 Y 214,934.55; thence running by and with the easterly boundary line of the lands of Faith Baptist Church of Salisbury, Maryland the following two courses: (1) North seven degrees forty-one minutes fifty-three seconds East (N 07° 41' 53" E) one thousand seven hundred and forty-six decimal six, two (1,746.62) feet to a point X 1,214,961.28 Y 216,665.43; (2) North four degrees twenty-four minutes fifty-six seconds East (N 04° 24' 56" E) five hundred and eighty decimal seven, eight (580.78) feet to a point on the southerly right of way line of Dagsboro Road X 1,215,006.00 Y 217,244.48; thence running with the southerly right of line of said road the following three courses: (1) North eighty-five degrees fifty-one minutes twenty-eight seconds West (N 85° 51' 28" W) five hundred and fourteen decimal four, nine (514.49) feet to a point X 1,214,492.85 Y 217,281.64; (2) a simple curve to the left, radius two thousand three hundred and seventy-five decimal zero, zero (2,375.00) feet three hundred and twenty-seven decimal three, zero (327.30) feet to a point X 1,214,165.81 Y 217,282.75; (3) South eighty-six degrees fourteen minutes forty-six seconds West (S 86° 14' 46" W) one hundred and eighty-four decimal zero, six (184.06) feet to a cement post on the northwesterly corner of the lands of Faith Baptist Church of Salisbury, Maryland X 1,213,982.15 Y 217,270.70; thence running with the westerly boundary line of said lands South three degrees three minutes thirty-three seconds East (S 03° 03' 33" E) one thousand eight hundred and twenty decimal seven, five (1,820.75) feet to a point on the Corporate Limit X 1,214,079.31 Y 215,452.55; thence continuing with the said Church lands and the Corporate Limit South three degrees thirty-one minutes forty-six seconds East (S 03° 31' 46" E) four hundred and fifty-seven decimal four, five (457.45) feet to a cement post X 1,214,107.47 Y 214,995.98; thence with the Corporate Limit South twenty-two degrees one minute thirty-seven seconds West (S 22° 01' 37" W) eleven decimal six, two (11.62) feet to the point of beginning and containing 44.510 acres, all of which being the lands of Faith Baptist Church of Salisbury, Maryland. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

Exhibit "B"

CONDITIONS OF ANNEXATION

"DAGSBORO ROAD – FAITH BAPTIST CHURCH ANNEXATION"

A. SERVICES AND TAXES

1. All taxable property taxes will be assessed at the first normal taxing period following ~~annexation~~ subdivision plat recordation.
2. Existing development areas will be given City services upon request. Services requiring engineering design, construction or budget funding will be initiated with the request and completed as soon as practical.
3. Services for developing areas will be made available in accordance with City policy in effect at the time the Public Works Agreement is signed and the Comprehensive Development Plan is approved. Note: No request for water and sewer service will be considered complete until all applicable fees, charges and assessments are paid.

B. GENERAL PROVISIONS

1. All EXISTING DEVELOPMENT which is served by onsite water and/or sewer systems may maintain those systems as long as they are in good working order and pose no threat to the environment, City water supply or until ordered to abandon the system(s) by the County Health Department or State Department of the Environment. Prior to connection, the property owner must initiate and complete a request for service with the City Department of Public Works. The application is not considered complete until all appropriate fees, charges and/or assessments are paid.
2. NEWLY DEVELOPING PROPERTIES will be required to use any City water and sewer system available at the time of construction or made available in conjunction with construction. All appropriate fees, charges and/or assessments must be paid before connection to the City service lines is completed.
3. WATER AND SEWER and other improvements and services will be made available to the extent possible to all parcels within the newly annexed areas in accordance with the City Policy in effect at the time the Public Works Agreement is signed and the Comprehensive Development Plan is approved.

CONDITIONS OF ANNEXATION

"DAGSBORO ROAD – FAITH BAPTIST CHURCH ANNEXATION"

4. ZONING of the entire annexation area will be R-10A Residential as recommended by the Salisbury/Wicomico County Planning & Zoning Commission.

C. MISCELLANEOUS

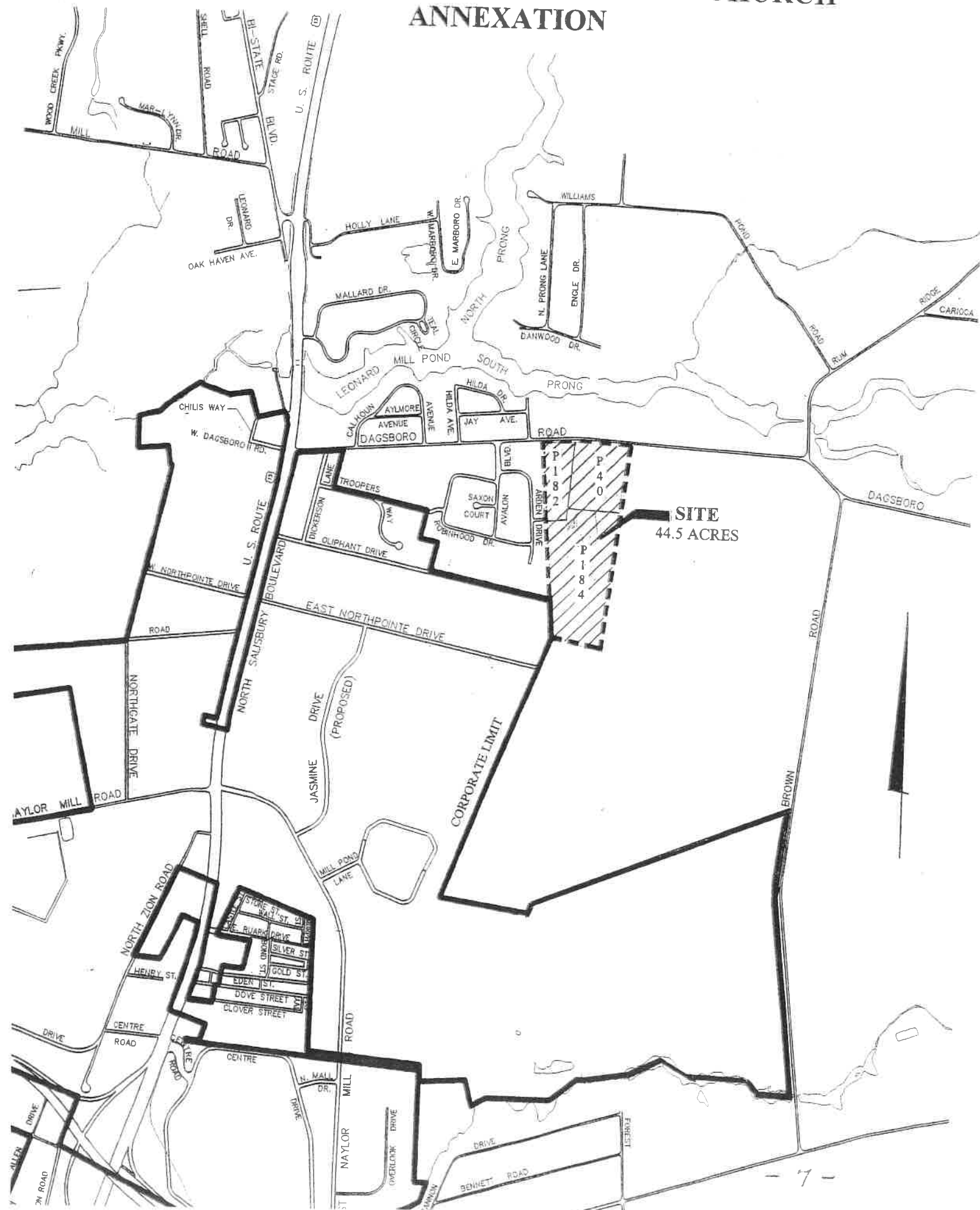
1. As a condition of annexation, the petitioners shall pay the cost of annexation including, but not limited to, advertising costs associated with the annexation.
2. The City of Salisbury accepts no responsibility for the construction, maintenance or upkeep of any existing roadway, public or private, until such is brought up to City standards at the expense of the developer(s) and accepted by the Director of Public Works
3. All new streets or roadways shall be constructed at the expense of the developer(s) to City standards and accepted by the Director of Public Works prior to dedication. Dedication shall be by fee simple ownership.

D. SPECIAL CONDITIONS

1. Development of this site shall be in accordance with Comprehensive Development Plans approved by the Salisbury Planning Commission.
2. A traffic study will be required. The developer shall be required to pay the cost of any improvements required, including signalization and road widening, that the traffic study indicates may be required. The developer may be eligible for subsequent reimbursement by future developers in the area.
3. The developer will be required to pay the cost for the construction of East Northpoint Drive from the easterly boundary line of Grapevine Properties, LLC to the southerly property line of the Faith Baptist Church lands and may be eligible for subsequent reimbursement for a portion of this cost by future developers in the area.
4. The developer will be required to pay for the initial cost of all utility extensions, including water, sewer and regional storm water drainage facilities and may be eligible for subsequent reimbursement for a portion of this cost by future developers in the area.
5. The owner/developer must comply with all terms and conditions of the "Annexation Agreement" made between the City of Salisbury and the Developer.

Faith Baptist / Cond.

DAGSBORO ROAD - FAITH BAPTIST CHURCH ANNEXATION



CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 182
40
184
Map # 21

SIGNATURE(S)

Robert C. Reinhert, Jr.
Robert C. Reinhert, Jr., Faith Baptist Church of Salisbury, Maryland

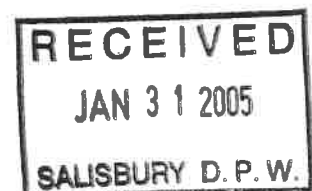
12-6-04
Date

Date

Date

Date

wp:petition.for
11/09/95



04-060



JOHN F. JACOBS III, P.E.
DIRECTOR

NEWELL W. MESSICK III, P.E.
DEPUTY DIRECTOR

MARYLAND
DEPARTMENT OF PUBLIC WORKS

GOVERNMENT OFFICE BLDG.
125 N. DIVISION STREET
SALISBURY, MARYLAND 21801-4940
Tel.: (410) 548-3170
Fax: (410) 548-3107

CERTIFICATION
DAGSBORO ROAD – FAITH BAPTIST CHURCH ANNEXATION

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

W. Clay Hall
W. Clay Hall
Surveyor

Date: 12/8/06

Certif..ann

REPORT OF ANNEXATION PLAN
for the
DAGSBORO ROAD – FAITH BAPTIST CHURCH ANNEXATION
TO THE CITY OF SALISBURY

December 22, 2006

This Annexation Plan was prepared pursuant to the year 2006 changes to State law governing municipal annexation and planning (House Bill 1141)¹. This Annexation Plan and the annexation it addresses are consistent with the City of Salisbury's adopted comprehensive plan, the Metro Core Plan. The following are milestones in the public review and consideration of the proposed Dagsboro Road - Faith Baptist Church Annexation.

- On March 1, 2005, the Wicomico County Council approved an amendment to the County Water and Sewer Plan to permit the provision of municipal water and sewer services and facilities to the properties subject to the Dagsboro Road – Faith Baptist Annexation, collectively referred to herein as “the Property”.
- On May 19, 2005, the City of Salisbury / Wicomico County Planning Commission forwarded a favorable recommendation to the Salisbury City Council and to the Wicomico County Council for R-10A zoning of the Property upon annexation.
- On April 18, 2006, the Wicomico County Council consented to the recommended R-10A zoning of the Property upon its annexation to the City of Salisbury.
- At a work session on November 7, 2005, the Salisbury City Council reviewed the annexation request and decided to proceed with introduction of an annexation resolution.
- At a Salisbury City Council meeting on December 18, 2006, the City Council reviewed an annexation agreement between the City and the petitioners for annexation and set a public hearing date on the annexation for February 12, 2006. The City Administrator directed that an Annexation Plan for the Dagsboro Road - Faith Baptist Church Annexation be forwarded to the Maryland Department of Planning and Wicomico County Council for comment within 30 days of the public hearing as provided for by State law.

¹ HB 1141, passed by the 2006 General Assembly and made into law, revised sections of Articles 66B and 23A of the Annotated Code of Maryland.

1.0

GENERAL INFORMATION AND DESCRIPTION

1.1 Petitioners

A. Faith Baptist Church of Salisbury, Inc. whose address is 30505 Dagsboro Road in Salisbury, Maryland 21804, and

B. Vernon Esham Land Development, Inc. a Maryland corporation with its principal place of business in Hebron, Maryland.

1.2 Property Location

Southerly side of Dagsboro Road adjoining the corporate limits east of Oliphant Drive. The Faith Baptist Church of Salisbury is located at 30505 Dagsboro Road.

Tax Map 21; Parcels 40, 182, 84; Grid: 19.

Exhibit 1 shows the Property and its general vicinity.

1.3 Property Description

Exhibit 2 shows the survey of the property. The property totals 44.5 acres. It adjoins the City's limits east of Target / Oliphant Drive and East North Pointe Drive.

The property presently contains the Faith Baptist Church and School and its associated athletic fields and parking lot. The Faith Baptist Church and School are accessed via Dagsboro Road. The remaining portion of the property is in agricultural use. The land is generally level and no sensitive environmental features are present on the property.

1.4 Existing Zoning

The zoning of properties in the County in the vicinity of the property is shown on Exhibit 3. The zoning of properties in the City in the vicinity of the property is shown on Exhibit 4.

The property is now zoned County R-15 Residential and Town Transition District. Adjoining the property on the west is Avalon Subdivision, which is also zoned County R-15. To the east are several agricultural properties also zoned County R-15.

To the northwest, Pine Knoll Terrace subdivision is in the County and zoned County R-20, Residential District. Adjoining the property on the south are agricultural properties zoned Town Transition District. The adjoining City zoned properties are zoned General Commercial.

2.0

LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED

2.1 Comprehensive Plan

The City of Salisbury adopted its current Comprehensive Plan, the Metro Core Plan in 1997. The Plan designates a Metro Core boundary that extends beyond City limits and makes general recommendations for land within this area. Wicomico County has adopted the Metro Core boundary as part of its Comprehensive Plan². The Wicomico County Comprehensive Plan identifies the Property as being part of the Metro Core.

The Metro Core Plan identifies Suburban Residential as the recommended land use for much of the area between City limits and the Metro Core planning boundary. The policy therefore generally promotes the infill of those areas, located between the City limits and the Metro Core boundary, in a suburban residential pattern.

The Plan's goal as it pertains to annexations is as follows: "To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City".

2.2 Proposed Zoning

Upon annexation, the property is proposed to be zoned R-10A as recommended by the Salisbury / Wicomico County Planning Commission. The R-10A Residential District permits townhouse development at six units per acre and duplex units on 15,000 square foot lots. Churches, including a school of general instruction on a minimum of five acres, are permitted by special exception in the R-10A Residential District.

² Regarding the Faith Baptist Property, the Metro Core Plan recommends a land use of "suburban residential". The lowest density zoning in the City is R-10A, which permits a density and a mix of residential types (townhouses, duplex, apartment buildings).

2.3 Proposed Land Use

The property is proposed to be developed in the following way:

- A. Expansion of the church sanctuary (and parking areas) to a seating capacity of 750.
- B. Expansion of the school and grounds to accommodate up to 250 students.
- C. Development of the remaining land for a residential community of approximately 149 dwelling units in both townhouse and duplex types.

Exhibit 5 shows the concept development plan for the property. This plan is part of a negotiated annexation agreement between the City and the petitioners. The parties, prior to City Council adoption of an annexation resolution, would execute the annexation agreement. The annexation agreement provides that, upon annexation, the property would be developed in substantial conformance with the concept development plan. The residential portion of the property would contain a 3.3-acre community open space.

At the City's average household size of 2.36 persons³, 149 dwelling units would generate a population of 350. Given the mix of housing types however, the actual population may be somewhat lower as townhouse units have a lower average household size.

3.0

THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PARCEL

3.1 Roads

Upon execution of the annexation agreement, the petitioners will be bound, as a condition of annexation and prior to obtaining subdivision approval, to acquire and dedicate to the City right-of-way for the extension of E. North Pointe Drive from the easterly boundary of the Grapevine Properties LLC, to the southerly property line of the Property. A preliminary road dedication plat, which is made part of the annexation agreement, is provided in Exhibit 6.

³ Year 2000 U.S. Census.

The annexation agreement also provides that the petitioner or developer of the property is required to construct this road at developer expense, upon development of the property. Within the right-of-way, the petitioner or developer is also required to install at developer expense public water and sewer facilities and related utilities to serve the development on the property. These are conditions of annexation and are made part of an annexation agreement, which would be executed by both parties following a public hearing on the annexation.

Specific development related road impacts would be addressed during the City's required development plan review.

3.2 Wastewater Treatment and Water Supply

At 250 gallons per day average household use, the 149 proposed residential units on the property may be expected to generate wastewater flows of 37,250 gallons per day and water supply demands of 37,250 gallons per day. The expansion of the Church and School are estimated to generate an additional 6,750 gallons per day. The total impact is estimated to be about 44,000 gallons per day.

The City's wastewater treatment plant has a capacity of 6.8 million gallons per day and is currently treating 5.9 million gallons per day. The treatment plant has adequate capacity to serve the proposed development of the property. Further, the capacity of the treatment plant is being expanded presently and Phase 1 of that expansion should be completed in FY 2008 with a new capacity of 8.5 million gallons per day⁴.

The City's water treatment system, and the Paleo plant, which will directly serve the property, have adequate capacity as well. The Paleo Water Treatment Plant is located at the intersection of Naylor Mill Road and Scenic Drive and treats groundwater from two wells (Well Nos. 1 and 2). The Paleo Water Treatment Plant has available an annual average daily net excess capacity of approximately 790,084 gallons per day.

The water and sewer lines will be extended in utility easements along the E. North Pointe Drive extension right-of-way to the property at developer expense upon development/improvement of the property.

⁴ City of Salisbury Capital Improvements Program: FY 2007 to FY 2016.

The County Council approved an amendment to the County Water and Sewer Plan on March 1, 2005 to permit water and sewer service to the property, upon annexation and subsequent development approval.

3.3 Schools

The residential component of the proposed development would generate about 68 total pupils. Pupil enrollment and State Rated Capacity of each of the pertinent public schools is shown below.

Enrollment and Capacity, Public Schools Serving the Property:
September 30, 2006

	Enrollment	Capacity	
	Full Time Equivalent (FTE)	State Rated Capacity (SRC)	FTE to SRC
North Salisbury Elem.	468	526	-58
West Salisbury Elem.	285.5	270	15.5
Wicomico Middle	723	910	-187
Wicomico High	1,179	1,199	-20

Source: Master Facility Data, Wicomico County Board of Education.

The 2006-07 Wicomico County Schools Growth Status Report designates North Salisbury Elementary as "under capacity", West Salisbury Elementary as "over capacity", Wicomico Middle as "under capacity", and Wicomico High as "at capacity".

3.4 Parks and Recreation

Based on the projected population, a recreational area of up to 2.0 acres should be provided. The concept development plan would provide a recreational area of up to 3.3 acres in size on the residential portion of the property. The development of the property has been conceptually designed to allow a connection between the open space on the residential portion of the property and the proposed expanded athletic fields on the Faith Baptist School site. The school athletic fields have been and are expected to remain a recreational resource to neighboring families.

3.5 Fire, E.M., and
Rescue Services

The Salisbury Fire Department provides fire suppression, technical rescue, special operations, and advanced life support (ALS-EMS) emergency medical treatment and transport services to residents of the Salisbury Fire District. It would provide services to the property. It is anticipated by the City Fire Department that the Delmar station would continue to be the first responder to calls for service to the property.

3.6 Police

The City of Salisbury Police Department would provide services to the property.

3.7 Waste Collection

The proposed development may be expected to generate about 1,450 pounds of solid waste per day. The City would provide for solid waste pick-up. It currently provides a route to the nearby Avalon Senior housing development, which is located just west of the Property along Troopers Way. The extension of E. North Pointe Drive will facilitate direct routing of vehicles to the property from U.S. Route 13.

4.0

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

The proposed development of the annexed parcel integrates well with the surrounding land use pattern. The road connection to E. North Pointe Drive provides an alternative method of access to U.S. Route 13, providing needed redundancy in the collector road network and helping to alleviate burdens to Dagsboro Road and its intersection with U.S. Route 13. The connection to E. North Pointe Drive also provides direct access to the shopping opportunities along the highway corridor.

A multi-family residential development project, the Grapevine tract, is located within the City limits just west/southwest of the Property. The Planning Commission has provided preliminary development approval to the Grapevine Properties LLC project (which is alternatively known as Grapefruit, LLC).

The Grapevine project contains the extension of E. North Pointe Drive from its current terminus through the extent of the tract. From that point onward, the petitioners would build the extension of E. North Pointe Drive to the property and extend water and sewer facilities.

The concept development plan (Exhibit 5) for the property also calls for the preservation of a right-of-way between the proposed internal street system and the Oliphant Drive right-of-way. Oliphant Drive is City-owned right-of-way, which is unimproved in the vicinity of the property. This right-of-way may in the future provide a local street connection to the adjoining undeveloped Parcel No. 77, and/or provide a pedestrian/bicycle trail to the shopping centers in the U.S. Route 13 corridor for the residents of the property and for residents of future neighborhoods that may be developed through annexation in the vicinity.

Development of the property would also include stormwater management facilities, which would address the needs of the property and to some extent the adjoining Brown tract to the south. Stormwater would be managed for quality and quantity in accordance with State Stormwater Management Regulations.

The petitioners propose to develop the Property in both institutional and residential uses. This combination, at this location, is consistent with the Metro Core Plan. Some of the surrounding areas are developed in the County in residential use and adjacent lands including the Brown tract to the south may be annexed in the future. The proposed development is compatible with the orderly development of the area and is not expected to have detrimental impacts to the area wide land use pattern or to any environmentally sensitive areas.

List of Exhibits

- 1: Dagsboro Road – Faith Baptist Church Annexation.

Showing the location of the Property relative to the corporate limits and area street network.
- 2: Attachment A – Annexation Survey.

Showing the Property survey boundaries. This exhibit is part of the annexation agreement attendant to the Property.

3: Dagsboro Road Annexation - City Zoning.

Showing the zoning of properties located in the City of Salisbury in the vicinity of the Property.

4: Dagsboro Road Annexation - County Zoning.

Showing the zoning of properties located beyond the corporate limits of Salisbury in Wicomico County in the vicinity of the Property.

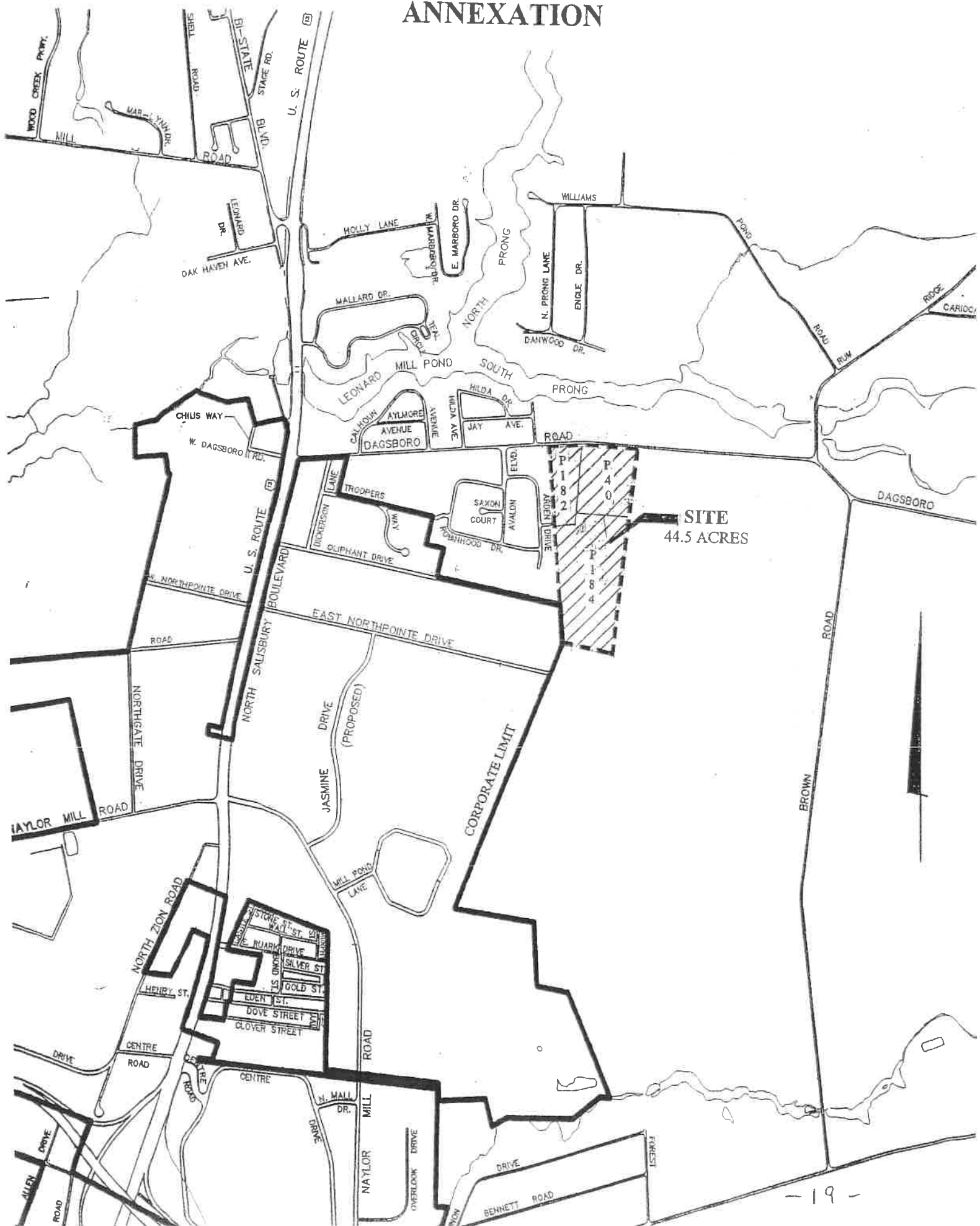
5. Attachment B – Concept Development Plan.

Showing the proposed conceptual development of the Property: streets, lots, open space, connections to adjoining properties, etc. This exhibit is part of the annexation agreement attendant to the Property.

6: Attachment D - Preliminary Road Dedication Detail.

Showing the proposed alignment of the road connection to E. North Pointe Drive extended and its relationship to the proposed development of the Property. This exhibit is part of the annexation agreement attendant to the Property.

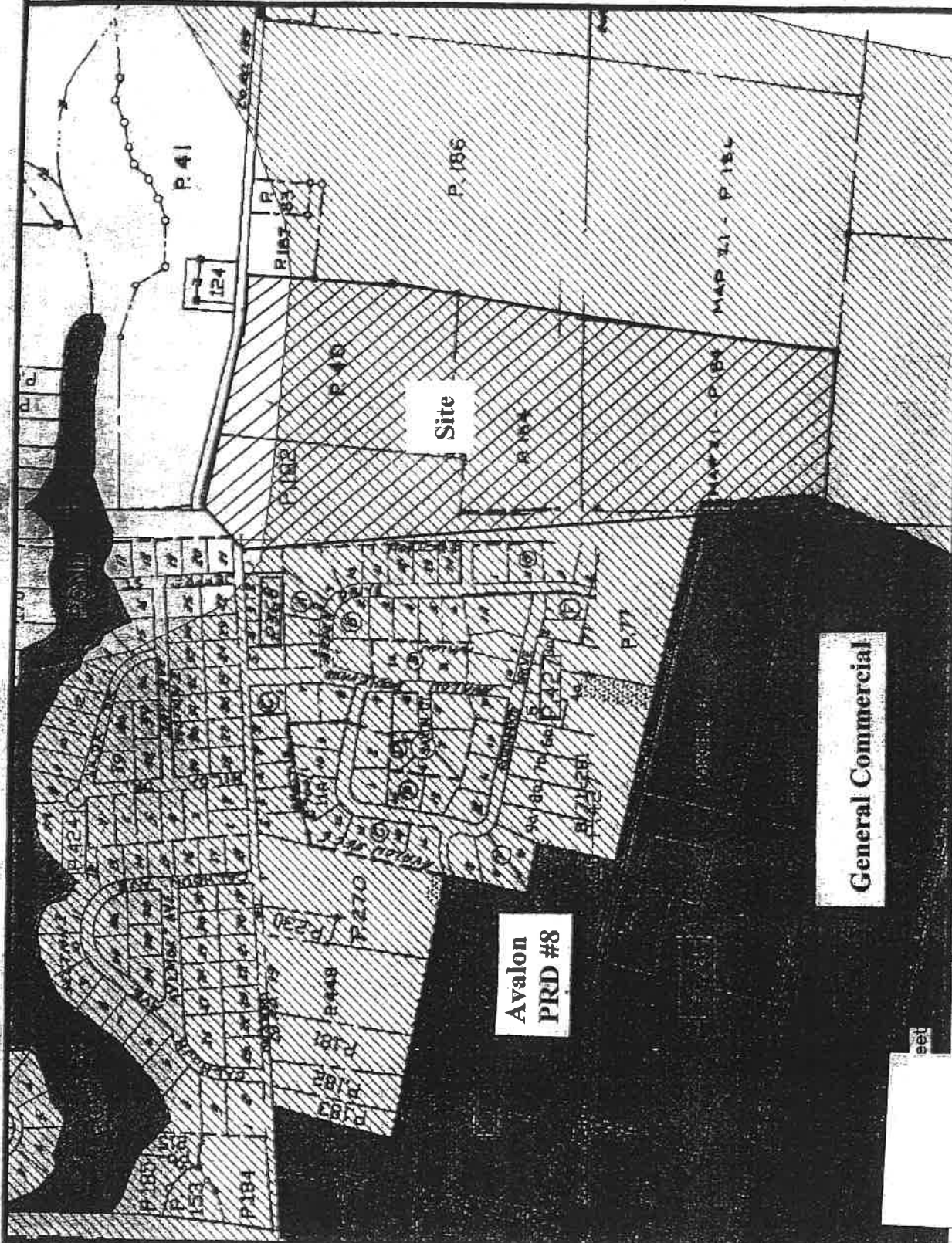
**DAGSBORO ROAD – FAITH BAPTIST CHURCH
ANNEXATION**



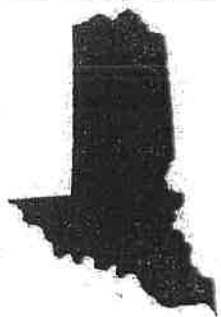
Tax Maps
County Boundary
Palochannel
City Historic Overlay Districts

Cambien Historic District
Owenlow Historic District
Newtown Historic District
Corp Limits
Water
City Zoning

CB0
College & University
Commercial
Conservation
Hospital
Industrial
Industrial Park
LBI
Light Industrial
Neighborhood Business
OSH
OSR
PUD
PRD
R-10
R-10A
R-5
R-5A
R-8
R-8A
Regional Commercial
Riverfront Redevelopment
Select Commercial
Towns



Dagsboro Road Annexation - City Zoning



Dagsboro Road Annexation - County Zoning

ANNEXATION AGREEMENT

THIS AGREEMENT is made this 5th day of February, 2007, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, "the City"), and the following two parties: (1) Vernon Esham Land Development, Inc. a Maryland corporation with its principal place of business at P.O. Box 375 in Hebron, Maryland and (2) Faith Baptist Church of Salisbury, Maryland, Inc. whose address is 30505 Dagsboro Road in Salisbury, Maryland 21804 (the latter two parties collectively designated hereinafter, "the Developer").

RECITALS

WHEREAS, the Developer is the record owner of certain real property located in Wicomico County, Maryland, (hereinafter, "the Property"), and more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Developer desires to construct upon the Property an expansion of the existing church and school facilities and a new residential development together with certain amenities; and

WHEREAS, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including municipal water and wastewater service, that the Developer desires to obtain for the Property; and

WHEREAS, the Developer desires that the City annex the Property and the City desires to annex the Property, provided that certain conditions are satisfied; and

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the Developer and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

A. The City supports the Developer's general plan of development for the Property as set forth in the Concept Development Plan attached hereto as Exhibit B.

B. The City represents that it favors the development of the Property as represented and depicted in the Development Concept Plan, and will support the development as represented and depicted on the foregoing Development Concept Plan.

C. The City guarantees, covenants and warrants that it will not set any policy, position or course of action which is specifically and solely detrimental to the development of the property and construction of houses and church and school facilities upon the Property, or that is inconsistent with the Development Concept Plan and other applicable regulations and standards.

D. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Developer's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

E. The City acknowledges that the Developer has been induced to enter into this Agreement in part upon the City's representations that the City has and will have adequate capacity in its water and wastewater treatment facilities to provide service to the development contemplated by this Agreement upon the Property.

2. WARRANTIES AND REPRESENTATIONS OF THE DEVELOPER:

A. This Agreement constitutes the formal written consent to annexation by Faith Baptist Church of Salisbury, Inc. as required by Article 23A, Section 19(b). The Developer acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Developer further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. Faith Baptist Church of Salisbury, Inc. warrants and represents that it has full authority to sign this Agreement and that it is in fact the sole owner(s) of the real property encompassed in the Annexation Area and more particularly described in Exhibit "A," and that there is no action pending against it involving it that would in any way affect its right and authority to execute this Agreement.

C. Faith Baptist Church of Salisbury, Inc. warrants and represents that it has the full power and authority to sign this Agreement and Consent and is, in fact, collectively the sole owner of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the Annexation Area.

3. APPLICATION OF CITY CODE AND CHARTER

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property except as otherwise specifically provided herein.

4. MUNICIPAL SERVICES

Upon the effective date of the Annexation Resolution implementing this Agreement, the City will provide all applicable municipal services to the Annexation Area to the extent that the necessary public facilities exist to provide such services. The City will reserve the public water and sewer capacity to provide the service needed by the development of the Property shown in the concept development plan in Exhibit B.

5. CITY BOUNDARY MARKERS

The Developer will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within 90 days of expiration of the 45-day referendum period.

6. MUNICIPAL PROPERTY TAX

The City will withhold its right to collect property tax on the Property until a subdivision plat for the Property is officially recorded.

7. DEVELOPMENT CONSIDERATIONS:

A. The Developer agrees that it will cover the costs to the City of effecting the annexation of the Annexation Area, including but not limited to the City's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the City's sole judgment, to the annexation.

B. The Developer and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the concept development plan shown as Exhibit B.

C. The Developer acknowledges the City's concern about the adequacy of a single point of ingress/egress to the proposed development upon the Property and the City's desire to see a road connection made between East North Pointe Drive and Dagsboro Road through the proposed development. The Developer agrees that residential development to be constructed upon the Property should be served by a City street connection to East North Pointe Drive in addition to a City street connection to Dagsboro Road and that it is the Developer's responsibility to effectuate the street connection through the adjoining Brown tract. The parties acknowledge that the Developer has entered into a Memorandum of Understanding (attached hereto as Exhibit C) with the owners of the adjoining Brown tract setting forth commitments and conditions for obtaining and dedicating to the City right-of-way for the purpose of extending East North Point Drive through the Brown tract to the proposed development along with the water, sanitary sewer, and other utilities needed by the proposed development of the Property. The preliminary alignment of the right-of-way is made part of this Agreement and is attached hereto as Exhibit D, Preliminary Road Dedication Plat. It is understood by both parties that the dedication of the right-of-way extension of East North Pointe Drive through the Brown tract to the Property shall be obtained in a form acceptable to the City prior to any submittal of a subdivision plat for the development of the residential portion of the Property. The parties agree that any change to the preliminary alignment or any alternative alignment of the extension of East North Pointe Drive through the Brown tract shall be made only upon written approval of the City and no such change or alternative shall relieve the Developer from its responsibilities described herein and more particularly in paragraph D below.

D. The Developer agrees that prior to the issuance by the City of the 50th residential use and occupancy permit on the Property; it shall be the Developer's responsibility, upon an approved public works agreement, to have construction commenced, within the right-of-way described in paragraph C above (or alternative alignment, if approved by the City), a street to City design standards.

E. The Developer agrees to reserve as open space and dedicate to the City as future right-of-way a portion of the property, 30-foot wide, and located at the logical extension of Oliphant Drive, as shown on Exhibit B hereto, which property shall be subjected to a right-of-way easement in favor of the City for possible future construction of a street and pedestrian and bicycle way connecting the existing Oliphant Drive right-of-way to the interior street network of the development.

F. The Developer agrees to pay a development assessment to the City of \$3,000.00 per dwelling unit, the payment of which shall be required as a condition of the issuance of a building permit for each such unit, and which development assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and which development assessment is understood by the parties to be in addition to and independent of the City's water and sewer connection charges and any other development impact fees imposed by Wicomico County or the City.

G. The Developer also agrees to pay a development assessment to the City of \$2,000.00 per residential dwelling unit for ninety four (94) percent of the dwelling units in the proposed development. Six (6) percent of the total dwelling units in the proposed development shall be exempted from this assessment. The payment of the assessment shall be made as a condition of the issuance of a building permit and which development assessment is understood by the parties to be intended for use by the City in promoting the implementation of a workforce housing program. The parties acknowledge their shared responsibility in promoting a program through which this development assessment is used by the City to help close the gap between the market rate price of a dwelling unit in the proposed development on the Property and the actual price that a prospective workforce housing purchaser can afford, as determined by the City. The Developer agrees to make available for use as workforce housing units six (6) percent of the total units in the proposed development on the Property and further agrees that the units will be indistinguishable from and entirely equal to the units not made available by the Developer for workforce housing, unless the Developer agrees at his discretion in cooperation with the City to make minor modifications internal to the unit which in a demonstrable way lower construction costs and the fair market rate sales price. The Developer agrees to accept pre-qualified buyers meeting workforce housing eligibility criteria established by the City for up to six (6) percent of the units in the development. If the City does not implement a program by the time the developer obtains his 80th building permit, the per unit development assessment shall apply to all units in the development and the assessment shall be used by the City at its sole discretion to meet housing needs through other means and the developer is relieved of responsibility contained herein with the exception of paying the per unit assessment.

H. The Developer represents that it will establish and incorporate a Homeowners' Association that shall take ownership, control, and responsibility for the maintenance and upkeep of any common areas and public amenities to be provided within the proposed subdivision, other than streets and/or other facilities to be accepted by and maintained by the City.

I. The Developer agrees to reserve as open space a portion of the property, consisting of approximately three and one-third acres (3.3) acres and shown on Exhibit B attached hereto as the "Green". With respect to the "Green", both the City and Developer acknowledge the role of the Planning Commission in the review and approval of development plans for the Property and contemplate that the size and alignment of the green space may vary somewhat from that provided in the concept development plan in Exhibit B. The "Green" shall be designated as common area and be transferred to the ownership of the Homeowners' Association. The Developer agrees to construct upon the "Green" paved bicycle and pedestrian trails providing access and recreational amenities for residents of the development. With respect to all of the open spaces, the Developer agrees to commence installation at his expense trees, shrubs, and other landscaping of the species and caliper and in the locations and at a schedule provided for in the subdivision plats and improvement plans approved by the City. Guarantee of the maintenance of such plantings and landscaping shall be part of the Homeowners' Association covenants.

J. The parties acknowledge the City's preference that the open space reserved by the Developer on the residential portion of the Property be used for low-impact, passive recreation, and ecologically-sensitive stormwater management techniques, rather than for active or field-play recreation and the construction of stormwater management ponds, and the Developer agrees that it shall design the site to conform to this preference through cooperation with the City as needed. Where open space on the Property is set aside for stormwater management, the Developer shall cause easements or covenants, as necessary and appropriate for the permanent maintenance of such facilities, to be imposed upon the open space prior to transfer of ownership to the Homeowners' Association and/or Faith Baptist Church of Salisbury, Inc.

K. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

8. **RECORD PLAT:**

The Developer will provide the City with a copy of the final record plat for the development of the Property.

9. **MISCELLANEOUS:**

A. The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by the Mayor and City Council of the City of Salisbury and shall be void in the event the City fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement. Mutual agreement shall be obtained for any such act exceeding \$3,000.00 in cost.

D. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the City pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Developer without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Developer will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Developer shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

IF TO THE CITY: City Administrator

WITH A COPY TO: City Clerk

IF TO THE DEVELOPER: Vernon L. Esham

WITH A COPY TO: Rev. Robert C. Reinert

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS:

[Signature]

THE CITY OF SALISBURY, MARYLAND

By:

[Signature]

WITNESS/ATTEST:

OWNER / DEVELOPER:

VERNON ESHAM LAND DEVELOPMENT, INC.

Susan A. Bruce

By:

[Signature]

WITNESS/ATTEST:

OWNER / DEVELOPER:

FAITH BAPTIST CHURCH OF SALISBURY, MD., INC.

Susan A. Bruce

By:

[Signature] For Faith Baptist Church

APPROVED AS TO FORM:

[Signature]

City Attorney

STATE OF MARYLAND

COUNTY OF Wicomico, to wit:

I HEREBY CERTIFY, that on this 5th day of February, 2007, before me, a Notary Public in and for the State aforesaid, personally appeared Barrie Tilghman, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the City of Salisbury, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

Deborah J. Stam
Notary Public

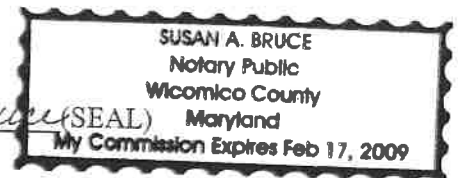


My Commission Expires: 1/1/2011

I HEREBY CERTIFY, that on this 17th day of January, 2007, before me, a Notary Public in and for the State aforesaid, personally appeared Vernon L. Esham, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be Member of Vernon Esham Land Development, Inc., a corporation of the State of Maryland, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as a Member.

WITNESS my hand and notarial seal.

Susan A. Bruce
Notary Public

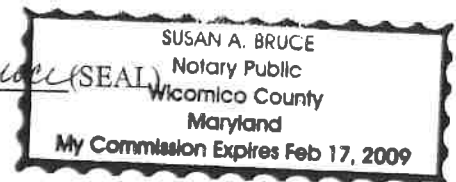


My Commission Expires: 2/17/09

I HEREBY CERTIFY, that on this 17th day of January, 2007, before me, a Notary Public in and for the State aforesaid, personally appeared Robert C. Reinert, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be Senior Pastor of Faith Baptist Church of Salisbury, Maryland, Inc., a corporation of the State of Maryland, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as the Senior Pastor.


WITNESS my hand and notarial seal.

Susan A. Bruce
Notary Public



My Commission Expires: 2/17/09

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

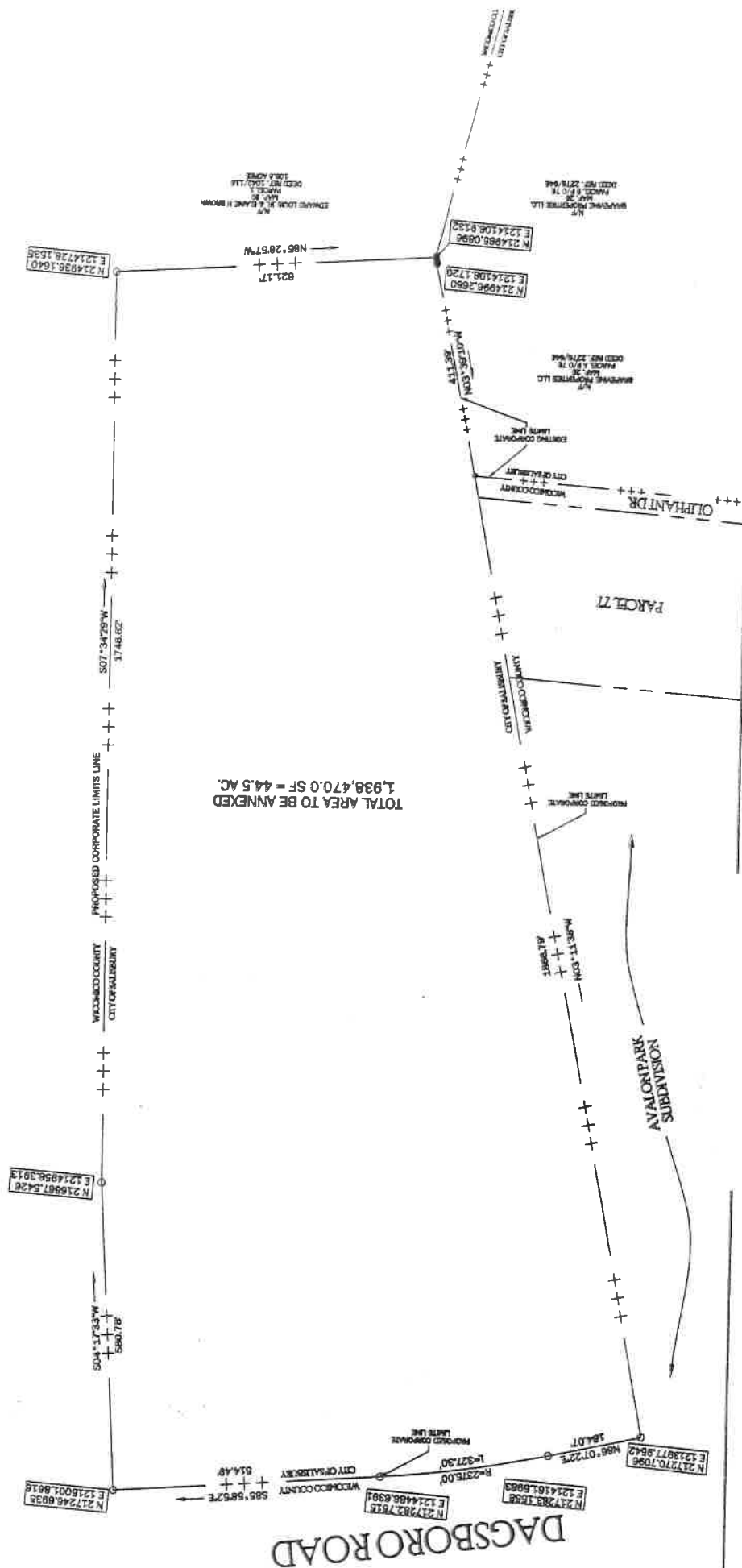

_____, City Attorney

DAGSBORO ROAD / FAITH BAPTIST CHURCH ANNEXATION
DAGSBORO ROAD, NORTH SALISBURY
CITY OF SALISBURY, MARYLAND

SCALE: 1"=200'



CIVIL SOCIETY INC.
ENGINEERING **SITE**
PLANNING



TOTAL AREA TO BE ANNEXED
1,938,470.0 SF = 44.5 AC.

DAGSBORO ROAD

- 35 -

EXHIBIT "A"

DAGSBORO ROAD

PARCEL 368

ARDEN ROAD

PARCEL 77

OLIPHANT DR

BROWN TRACT

AREA OF DEDICATION = 1.25 AC

ATTACHMENT B - CONCEPT DEVELOPMENT PLAN

FAITH BAPTIST CHURCH / MARTINS MILL ANNEXATION
DAGSBORO ROAD, NORTH SALISBURY
CITY OF SALISBURY, MARYLAND

SCALE: 1"=200'

SURVEYING
PARKER
FORESTRI

CIVIL
ENGINEERING
ASSOCIATES
INC.
SITE
PLANNING

ESTABLISHED
1977
1417 W. 11th St.
Salisbury, MD 21801
410-739-1100

EXHIBIT "B"

Exhibit "C"

LONG & BADGER, P.A.

Attorneys at Law

JOHN B. LONG, II
JEFFREY E. BADGER

J. GARRETT SELLER
DOUGLAS W. MCCABE

Direct E-Mail
jlong@longbadger.com

124 EAST MAIN STREET
P. O. Box 259
SALISBURY, MARYLAND 21803-0259

Phone: (410) 749-2356
Fax: (410) 749-8731

HOBART B. HUGHES
FULTON P. JEFFERS

-OF COUNSEL-

JOHN WILLIAM LONG
1914-1986

December 14, 2006

Kenneth L. Hooper, Esq.
P.O. Box 138
Salisbury, MD 21803-0138

RE: Faith Baptist Church Easement

Dear Ken:

I am in receipt of your letter dated December 13, 2006 with respect to the acquisition of a right-of-way over the Brown property which is adjacent to the property being developed by the Church. We are satisfied with your proposal and you may begin to prepare the documents necessary to transfer the easement.

Also, as we discussed the Browns are seriously considering the possibility of making a gift of this right-of-way to the Church. After you have prepared the requisite documents we can discuss the gift aspects further.

Should you have any questions, please do not hesitate to call.

Sincerely,

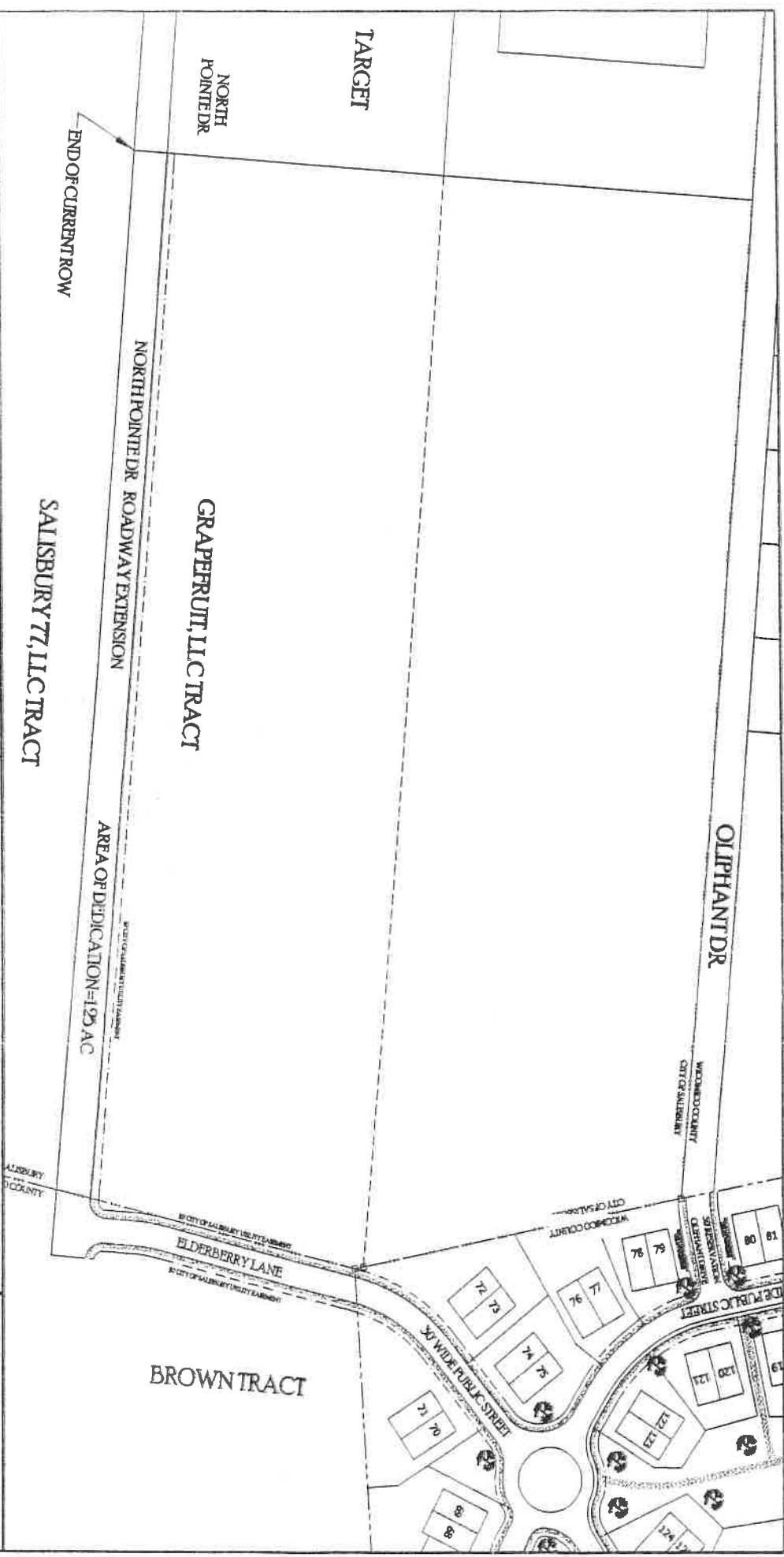


John B. Long, II

JBLII:o

cc: Ms. Elaine H. Brown

F:\R-E\7-4677\Hooper.lt



ATTACHMENT D - PRELIMINARY ROAD DEDICATION DETAIL

Faith Baptist Church / Martins Mill Annexation
 Dagsboro Road, North Salisbury
 City of Salisbury, Maryland

SCALE: 1"=300'

SURVEYING
 CIVIL ENGINEERING
 ASSOCIATES
 SITE PLANNING

PARKER
ASSOCIATES

FORESTRY

EXHIBIT "D"



FAITH

BAPTIST CHURCH

SECURED BY TRUTH.

Robert C. Reinert, Jr.
SENIOR PASTOR

Timothy J. Binkley
YOUTH PASTOR

Matthew W. George
SCHOOL
ADMINISTRATOR

October 2, 2020

Amanda Pollack
City of Salisbury
125 North Division St., Room 202
Salisbury, MD 21803

Amanda:

Thank you for meeting with us this morning. As per your request, Faith Baptist Church is requesting amendments to our Annexation Agreement dated February 5, 2007.

- We request that the fees addressed in section 7F and 7G be removed.
- And, we request that the concept plan attached to the Annexation Agreement be eliminated.

Thank you for your help; we look forward to hearing from you in the near future. Please let us know if you need further information.

Sincerely yours,

Robert C. Reinert

Robert C. Reinert, Jr.
Senior Pastor

RCR:sab



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Julia Glanz, City Administrator
From: John W. Tull, Fire Chief
Subject: Budget Amendment – Funding for PPE Washer Extractor and Dryer
Date: September 29, 2020

As you are aware, the Wicomico County Health Department (WiCHD) received a direct allocation of funds through the Federal Coronavirus Relief Fund (CRF) to help support Emergency medical response expenses (including emergency medical transportation) related to COVID-19. As a result of this available funding, the Fire Department submitted a request for funding to purchase a commercial grade washer extractor and dryer for two (2) of our fire stations. The total cost of the project is \$24,951.28 and it has been approved by the WiCHD.

Attached you will find an Ordinance requesting the approval of a budget amendment to the FY2021 grant fund for the purpose of accepting funds from the Wicomico County Health Department.

If you should have any questions or comments, please do not hesitate to contact me.



MEMORANDUM

To: Lori Brewster,
From: John W. Tull, Fire Chief
Subject: Funding for PPE Washer Extractor and Dryer
Date: September 16, 2020

The Salisbury Fire Department is requesting your consideration in providing funding for the purchase of a commercial grade washer extractor and dryer for two (2) of our fire stations. As you are aware, the Salisbury Fire Department responds to over 13,500 calls for service each year. Because of the large call volume, our personnel are exposed daily to COVID-19 and other communicable disease threats. As our country responds to COVID-19, public safety agencies are adjusting day-to-day operations to reduce the risk of exposure and help protect personnel.

The primary purpose of Personal Protective Equipment (PPE) is simply as a contamination shield to prevent later transfer of COVID-19 to mucous membranes through subsequent transfer from hand to the mouth, nose or eyes (auto- or self-inoculation). Because of this, the proper care and maintenance of PPE is extremely important for firefighter health and safety. Instances of cross-contamination between firefighters and their families have been directly linked to exposure through improper PPE use, care, maintenance, and handling/storage. In addition, the effectiveness of PPE is diminished without the correct care and maintenance, leaving responders at risk.

The United States Centers for Disease Control and Prevention (CDC) and the National Fire Protection Association (NFPA) 1851 - *Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting* recommend the following for PPE and other personal items that may have been exposed to the COVID-19:

Cleaning and Sanitizing of PPE:

- Wherever possible, refer to manufacturer cleaning, sanitizing and disinfecting instructions.
- Clean and sanitize any element of PPE clothing.
- Launder garments in a programmable, front-loading washer/extractor that has ample capacity for the wash load.
- Use a pre-soak stage of at least 10 minutes with an EPA approved laundry sanitizer additive.
- Follow the pre-soak with draining the washer/extractor and a 4-minute extraction step.
- Wash garments with an appropriate detergent and multiple rinse cycles but apply specialized cleaning at the maximum wash temperature up to 140°F.
- Dry garments by using a drying cabinet or machine drying on a no heat or air-dry option.

With this in mind, the Department lacks the funding resources needed to purchase the requested washer extractors and dryers. Furthermore, the regular washer and dryers located at these facilities cannot meet the current increased usage of washing uniforms, PPE and EMS unit linens as a result



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

of COVID-19. Our goal is to provide a safe working environment for our personnel and to ensure that we are providing the best possible service to the citizens in our community. The items requested are extremely vital to ensuring that the Salisbury Fire Department is able to safely protect our citizens and their families. If approved for this funding, these items will be made available for use to other City Departments.

The attached quote for the requested equipment is attached.

I would like to thank you in advance for your consideration in providing the funding needed for this very important request. If you should have any questions or need any additional information, please do not hesitate to contact me.



Total	\$24,951.28
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MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2021

WICOMICO COUNTY HEALTH DEPARTMENT (WiCHD) and SALISBURY FIRE COMPANY

I. BACKGROUND

The Wicomico County Health Department (WiCHD) received Federal Coronavirus Relief Funds (CRF) to help support Emergency medical response expenses, including emergency medical transportation, related to COVID-19.

II. AGREEMENT

The following agreement entered into this 22th day of September 2020, by and between the Wicomico County Health Department (WiCHD) and the Salisbury Fire Company:

A Salisbury Fire Company has submitted quotes to WiCHD and agrees to purchase the following equipment to help serve the citizens in Wicomico County and to keep all staff/volunteers safe during the Pandemic:

1. (2) Gear Washer & Dryer for \$24,951.28

B. WiCHD agrees to

1. Pay Salisbury Fire Department \$24,951.28 to purchase the above equipment, once we receive a detailed invoice.

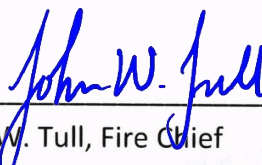
II. TERMINATION

This agreement will terminate on December 31, 2020.

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

III. SIGNATURES


The parties acknowledge their agreement by their signatures below:



John W. Tull, Fire Chief
Salisbury Fire Department

9/23/20

Date



Lori Brewster, M.S., APRN/BC, LCADC
Health Officer, Wicomico County Health Department

9/22/2020

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE WICOMICO COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$24,951.28, AND TO APPROVE A BUDGET AMENDMENT TO THE FY 2021 GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE PURCHASE OF TWO (2) COMMERCIAL GRADE WASHER/EXTRACTORS AND DRYERS.

WHEREAS, the Wicomico County Health Department (WiCHD) received a direct allocation of funds through the Federal Coronavirus Relief Funds (CRF); and

WHEREAS, the purpose of the CRF is to help support Emergency medical response expenses, including emergency medical transportation, related to COVID-19; and

WHEREAS, the City of Salisbury Fire Department submitted a grant request to the WiCHD for funding to assist with the purchase of a commercial grade washer/extractor and dryer for two (2) of our fire stations; and

WHEREAS, the WiCHD has awarded the City funds in the amount of \$24,951.28; and

WHEREAS, the City of Salisbury must enter into a grant agreement with the WiCHD defining how these funds must be expended; and

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

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Wicomico County Health Department (WiCHD) to accept grant funds in the amount of \$24,951.28.

BE IT FURTHER ORDAINED that the City's Fiscal Year 2021 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase Wicomico County Health Department Revenue account (10500-427901-XXXXX) by \$24,951.28
- 2) Increase SFD Equipment Expense account (10500-577030-XXXXX) by \$24,951.28

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this _____ day of _____, 2020, and thereafter, a statement of

the substance of the Ordinance having been published as required by law, was finally passed by the Council on the _____ day of _____, 2020.

ATTEST:

Kimberly R. Nichols
City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS _____ day of _____, 2020.

Julia Glanz, City Administrator
for and at the direction of Jacob R. Day, Mayor



MEMORANDUM

To: Julia Glanz, City Administrator
From: John W. Tull, Fire Chief
Subject: FY21 Budget Amendment – Safe Station
Date: September 29, 2020

Attached you will find a FY21 Budget Amendment Ordinance and a Memorandum of Understanding (MOU) between the Wicomico County Health Department and the City of Salisbury Fire Department. The Wicomico County Health Department has received funding from Mid-Shore Behavioral Health for a Safe Station Program that provides 24 hour services to those seeking treatment and recovery resources. Safe Stations is an innovative program that helps remove barriers to treatment for members of our community who are eager to recover from a substance use disorder. Persons seeking treatment for addiction can visit the Recovery Resource Center, day or night, to find assistance gaining access to care. Once they arrive at the Safe Station a peer from the COAT team will be contacted, as well as an EMS response. The goal of the Safe Station is to help people with linkage to treatment and recovery services by allowing them to practice self-determination.

The Fire Department has partnered with the Health Department and agreed to provide non-emergent medical checks to all individuals that enter the Safe Station and in return, the Department will invoice the Health Department quarterly for \$2500.00. The funds from this program will be used to purchase additional medical supplies and equipment.

If you should have any questions or comments, please do not hesitate to contact me.

MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2021

WICOMICO COUNTY HEALTH DEPARTMENT and CITY OF SALISBURY FIRE DEPARTMENT

125 North Division St. Salisbury MD, 21801

833-SBY-CITY

jglanz@salisbury.md

Background

The Wicomico County Health Department (WiCHD) received funding from Mid Shore Behavioral Health, Inc. for the Safe Station Program (F592) which will provide 24 hour services to those seeking treatment and recovery resources through utilization of the Wicomico County Safe Station, which will be located at the Recovery Resource Center.

Agreement

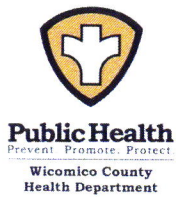
The following agreement entered into on this 30th day of September, 2020, by and between the Wicomico County Health Department (WiCHD) and the City of Salisbury Fire Department (Contractor) regarding the provision of non-emergent medical response and evaluation sets forth the following deliverables:

I. Contractor will complete the following:

1. Provide non-emergent medical well checks to all patients/clients who enter the Safe Station.
2. Provide monthly reports on the number of individuals served at the Safe Station.
3. Invoice WiCHD for \$2,500.00 quarterly, addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD". Final invoice must be received no later than 06/30/2021.

II. WiCHD will complete the following: (same note as in section I)

1. Will call the non-emergent Emergency Services line at 410-548-4920 when non-emergent medical response is needed unless an acute emergency has been identified in which case 911 will be called.
2. Pay Contractor \$2,500.00 quarterly once deliverables are completed and invoice is received.



Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



Memorandum of Understanding

FY 2021

Wicomico County Health Department

City of Salisbury Fire Department

Safe Station/ F592N

Page #2 of #2

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

This agreement will terminate on June 30, 2021, or by providing sixty (60) days written notification by either party.

III. Signatures

The parties acknowledge their agreement by their signatures below:

Julia Glanz

City Administrator and Acting Mayor, City of Salisbury

Date

Lori Brewster

Lori Brewster, M.S., APRN/BC, LCADC

Health Officer, Wicomico County Health Department

9/29/2020

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WICOMICO COUNTY HEALTH DEPARTMENT AND APPROVING A BUDGET AMENDMENT OF THE FY2021 GENERAL FUND BUDGET TO APPROPRIATE FUNDS RECEIVED FROM THE WICOMICO COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF \$7,500.00.

WHEREAS, the funds have been provided by the Wicomico County Health Department (WiCHD), in conjunction with Mid-Shore Behavioral Health, Inc., for a Safe Station Program; and

WHEREAS, Safe Station is an innovative program that helps remove barriers to treatment for members of our community who are eager to recover from a substance use disorder; and

WHEREAS, the goal of the Safe Station is to help people with linkage to treatment and recovery services by allowing them to practice self-determination; and

WHEREAS, the City of Salisbury Fire Department will provide non-emergent medical checks to all individuals that enter the Safe Station; and

WHEREAS, the City of Salisbury must enter into a grant agreement with the Wicomico County Health Department defining how these funds must be expended; and

WHEREAS, the accepted funds shall be used to purchase additional emergency medical supplies and equipment; and

WHEREAS, both the Fire Chief and the Mayor have recommended that the City accept the monetary donation and allocate the funds to the Fire Department's FY2021 Operating Budget; and

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

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT Mayor Jacob R. Day is hereby authorized to enter into a Memorandum of Understanding with the Wicomico County Health Department to accept funds in the amount of \$7,500.00.

47 BE IT FURTHER ORDAINED THAT THE City's Fiscal Year 2021 General Fund
48 Budget be amended as follows:
49

- 50 1) Increase FY2021 General Fund WiCHD Reimbursements account (01000-427301) by
51 \$7,500.00
52 2) Increase Fire Department Expenditure Medical account (24035-546016) by \$7,500.00
53

54 BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the
55 date of its final passage.
56

57 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
58 Salisbury held on this _____ day of _____, 2020 and thereafter, a statement of
59 the substance of the Ordinance having been published as required by law, was finally passed by
60 the Council on the _____ day of _____, 2020.
61

62 ATTEST:
63

64 _____
65 Kimberly R. Nichols, City Clerk
66 City Council
67

John R. Heath, President
Salisbury City Council

68
69 APPROVED BY ME THIS _____ day of _____, 2020.
70
71
72

73 _____
74 Julia Glanz, City Administrator
75 for and at the direction of Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Julia Glanz, City Administrator
From: John W. Tull, Fire Chief
Subject: Budget Amendment – SWIFT Funding
Date: October 13, 2020

As you are aware, the Wicomico County Health Department (WiCHD), in conjunction with the City of Salisbury, applied for grant funds through the Maryland Community Health Resources Commission (CHRC) grant program. In FY2018, the CHRC awarded the WiCHD funds in the amount of \$90,000 and had previously sub-granted \$81,920 to the City of Salisbury. Of the remaining \$8,080 of FY2018 funding that was received by the WiCHD from the CHRC, the WiCHD is now sub-granting \$4,600.00 of additional funding to the City of Salisbury

Attached you will find an Ordinance requesting the approval of a budget amendment to the FY2021 grant fund for the purpose of accepting the funds from the Wicomico County Health Department and adding them to our existing SWIFT grant project account #21009.

If you should have any questions or comments, please do not hesitate to contact me.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE GRANT FUND TO APPROPRIATE FUNDS TO OPERATE THE SALISBURY-WICOMICO FIRSTCARE TEAM (SWIFT).

WHEREAS, the Wicomico County Health Department (WiCHD), in conjunction with the City of Salisbury, applied for funds through the Maryland Community Health Resources Commission (CHRC) grant program; and

WHEREAS, the CHRC awarded the WiCHD funds in FY2018 in the amount of \$90,000; and

WHEREAS, the WiCHD has previously sub-granted \$81,920 to the City of Salisbury, those funds being appropriated via Ordinance 2503 and Ordinance 2559; and

WHEREAS, of the remaining \$8,080 of FY2018 funding that was received by the WiCHD from the CHRC, the WiCHD is now sub-granting \$4,600.00 to the City of Salisbury; and

WHEREAS, these funds are to be added to existing SWIFT grant project account #21009; and

WHEREAS, the sub-granted funds shall be used to operate the Salisbury-Wicomico Firstcare Team (SWIFT); and

WHEREAS, the City of Salisbury must enter into a sub-grant agreement with WiCHD defining how these funds must be expended; and

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

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT Mayor Jacob R. Day is hereby authorized to enter into a sub-grant agreement with the Wicomico County Health Department to accept and expend grant funds in the amount of \$4,600.00.

BE IT FURTHER ORDAINED that the City's FY21 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase WiCHD SWIFT Grant Revenue account (10500-427901-21009) by \$4,600.00
- 2) Increase SWIFT Equipment Expense account (10500-577303-21009) by \$4,600.00

47 BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of
48 its final passage.
49

50 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
51 Salisbury held on this ____ day of _____, 2020, and thereafter, a statement of the
52 substance of the Ordinance having been published as required by law, was finally passed by the
53 Council on the ____ day of _____, 2020.
54

55
56 **ATTEST:**
57

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

John R. Heath, President
Salisbury City Council
63

64 APPROVED BY ME THIS ____ day of _____, 2020.
65
66

67 _____
68 Julia Glanz, City Administrator
69 for and at the direction of Jacob R. Day, Mayor
70