



CITY OF SALISBURY CITY COUNCIL AGENDA

June 14, 2021

6:00 p.m.

Government Office Building, Room 301, Salisbury, Maryland and Zoom Video Conferencing

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 – Mayor Jacob R. Day
- Sanitary Workers Month
 - Rotary 4-Way Test Week
- 6:13 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:14 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols
- May 17, 2021 Work Session Minutes
 - May 24, 2021 Legislative Session Minutes
 - **Resolution No. 3108**- to approve the appointment of Diallo Sessoms to the Sustainability Advisory Committee for the term ending June 2024
- 6:18 p.m. AWARD OF BIDS – Procurement Director Jennifer Miller
- | | |
|---|---------------|
| Award of Bid- ITB A-21-107 W. Isabella /Church St/On-Call Pipe Lining | \$ 198,748.50 |
| Declarations of Surplus- Salisbury Police Department- Duty weapon | \$ 0.00 |
- 6:23 p.m. RESOLUTIONS- City Administrator Julia Glanz
- **Resolution No. 3109**- to authorize the Mayor to enter into, on behalf of the City of Salisbury, an agreement with Roof Service of Delmarva, LLC for the purpose of the City of Salisbury conveying a portion of City-owned real property to Roof Service of Delmarva, LLC in exchange for Roof Service of Delmarva, LLC conveying a portion of real property, identified as 116 W. Chestnut Street, to the City of Salisbury
 - **Resolution No. 3110**- to authorize the Mayor to enter into, on behalf of the City of Salisbury, an amended and restated annexation agreement with the Faith Baptist Church of Salisbury, Maryland and Jeffrey L. Clemens and Kelly B. Clemens, setting forth the terms and conditions governing the annexation and development of all that certain real property identified as: (i) Map 0021, Grid 0019, Parcel 0184; (ii) Map 0021, Grid 0019, Parcel 0040; and (iii) Map 0021, Grid 0019, Parcel 0182
- 6:28 p.m. FY 2022 BUDGET ORDINANCES- City Attorney Michael Sullivan

- **Ordinance No. 2660-** 2nd reading- appropriating the necessary funds for the operation of the Government and Administration of the City of Salisbury, Maryland for the period July 1, 2021 to June 30, 2022, establishing the levy for the General Fund for the same fiscal period and establishing the appropriation for the Water and Sewer, Parking Authority, City Marina, and Storm Water Funds
- **Ordinance No. 2661-** 2nd reading- to amend water and sewer rates to increase rates by 6% and making said changes effective for all bills dated October 1, 2021 and thereafter unless and until subsequently revised or changed
- **Ordinance No. 2662-** 2nd reading- to set fees for FY 2022 and thereafter unless and until subsequently revised or changed

6:50 p.m. ORDINANCES- City Attorney Michael Sullivan

- **Ordinance No. 2668-** 2nd reading- to authorize the Mayor to enter into a contract with the Federal Emergency Management Agency for the purpose of accepting grant funds in the amount of \$36,342.89, and to approve a budget amendment to the Grant Fund to appropriate these funds for offsetting COVID-19 expenses
- **Ordinance No. 2669-** 1st reading- to establish a program to encourage hotel and large scale residential development and revitalization in the Downtown area of Salisbury, to be known as the HORIZON program
- **Ordinance No. 2670-** 1st reading- for the abandonment of an alley located between East William Street and Davis Street, near East Main Street

7:10 p.m. PUBLIC COMMENTS

7:15 p.m. ADMINISTRATION and 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 – JUNE 28, 2021

- **Ordinance No. 2669-** 2nd reading- to establish a program to encourage hotel and large-scale residential development and revitalization in the Downtown area of Salisbury, to be known as the HORIZON program
- **Ordinance No. 2670-** 2nd reading- for the abandonment of an alley located between East William Street and Davis Street, near East Main Street
- **Ordinance No. _** -1st reading- to establish a project expenditure account to pay Mitchell Landing Apartments invoices
- **Ordinance No. _** - 1st reading- accepting grant funds in the amount of \$12,708.50 to offset COVID-19 expenses
- **Ordinance No. _** - 1st reading- grant from DHCD for FY21 MIP for NFF

Join Zoom Meeting

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

Meeting ID: 536 277 2908

Phone: 1.301.715.8592

CITY OF SALISBURY
WORK SESSION (VIA ZOOM MEETING)
MAY 17, 2021

Public Officials Present

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

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

In Attendance

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Department of Infrastructure & Development (DID) Director Amanda Pollack, Fire Chief John Tull, Deputy Fire Chief James Gladwell, City Attorney Michael Sullivan, City Clerk Kimberly Nichols, and members of the Public and press.

On May 17, 2021 the Salisbury City Council convened in a Work Session at 4:30 p.m. via Zoom. President Heath welcomed Mayor Jacob Day back to the table after serving in Africa in the Army National Guard for a year. He also informed the public that the chat function would be turned off during Work Sessions and Meetings, but opened up for public comments at the conclusion of each meeting.

The following is a synopsis of the topics discussed in the Work Session:

FEMA COVID-19 Grant acceptance and appropriation

Fire Chief John Tull reported the budget ordinance was a request to accept additional funding from FEMA. In November 2020, the Fire Department presented two projects to FEMA for COVID-19 expense reimbursements. Part of the program under the Robert T. Stafford Disaster Relief was that FEMA would award the City’s projects at 75% and the additional 25% came from Wicomico County Health Department through the CARES Act. FEMA has now selected the City’s projects to award at 100%. The ordinance would allow the City to accept the \$36,342.89 which was the 25% received from the Health Department. Once the FEMA funds were selected, the City would reimburse the County the 25% from the CARES Act to go back to the Health Department to fund additional projects.

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

Faith Baptist Church Annexation agreement amendment

Department of Infrastructure & Development Director Amanda Pollack reported when the Faith Baptist Church property and adjacent properties were annexed in 2007, the Development Assessment (DA) fees were on a per unit basis, and have since been replaced with a per acre basis, resulting in totally different DA Fees. Additionally, the Concept Development Plan they submitted was outdated and likely not be what would happen in the development. The City has looked at restating the entire annexation agreement.

City Attorney Michael Sullivan reported that in the 2007 annexation agreement, there were two DA's. One called for a \$3,000/unit DA and another called for a \$2,000/unit DA. Instead of being charged to the property owner, the assessments calculated by the total acreage annexed into the City amounted to \$399,920. If proposed under the amended and restated annexation agreement, the DA would be broken down into four quarters, each being \$99,980. The first 25% would be due within twelve months of execution. Within 18 months from the date of the amended and executed annexation, a Comprehensive Development Plan for parcels 184 and 40 would be submitted for review and approval by the Planning Commission. It would not include Parcel 182, which would be retained by Faith Baptist and was not planned for future development. The remaining $\frac{3}{4}$ of the DA would then be subject to a categorical waiver system where the development of the annexed property within certain periods of time would be rewarded by the waiver of a 25% portion of the DA. The waiver system would be provided as follows: if $\frac{1}{3}$ of all buildable space on the annexed property (Parcels 184 and 40) is developed within 36 months within the date of the agreement, the City would agree to waive \$99,980 worth of the DA. If, after 48 months from the date of the amended annexation agreement, $\frac{2}{3}$ of all buildable space on the annexed property was developed for use, an additional \$99,980 of the DA would be waived. If all buildable space on the annexed property was developed for use within 72 months from the date of the amended annexation agreement, then another \$99,980 worth of DA would be waived, meaning if all three of those development milestones were hit by the developer of the two parcels, then the total DA paid to the City would be \$99,980 due within 12 months of the date of the amended agreement.

Mr. Sullivan stated that this request was the second time that the City was approached by a property owner asking to revise an annexation agreement with respect to property annexed between 2001 to 2009. Both requests were made on the basis that the methodology by which DA were calculated and imposed upon the developer, was effectively an economic obligation contingent upon the size and scope of development at the property. The more it was developed, the more the developer would have to pay in the form of a development and assessment. In both cases the properties were unmarketable because site development was unfeasible due to the scaling of the development fee assessments imposed on the owners and developers, making it cheaper to do nothing with the property. If the milestones were not hit, then the waivers would not apply.

Ms. Pollack said that having the first quarter due in twelve months was not part of the previous annexation agreement. This annexation, which was annexed in 2007, has not paid DA since it was based off the number of units and actual building permits being issued and would offer the City the ability to collect some of the DA within a specific amount of time. This, moving forward, would hopefully become the standard in other annexation agreements.

President Heath asked, once everything was developed, the total fee would be \$99,980. Mr. Sullivan said that if the annexation agreement was not amended, the DA would have been around \$700,000, and under the new agreement, if they hit all the milestones, they would save roughly \$300,000.

President Heath asked if it had to go back to Planning Commission and Ms. Pollack said it just had to return to City Council for a Public Hearing. Mr. Sullivan said the procedures governing the annexation of property by municipal corporations like the City have already been fulfilled in this case. This annexation agreement was no different than another development agreement entered into by the City with a property owner or developer governing the development of specific property already located within the municipal limits of the City. If the prior practice and procedure of the City Council was to

approve development agreements by resolution, then this amended and restated annexation agreement would be adopted via resolution. If developer agreements are approved and authorized by City Council via an ordinance, then the amended and restated annexation agreement for the Faith Baptist property would be approved through the normal ordinance process.

Mr. Boda liked the time table because it incentivized development. Ms. Jackson concurred, and Council reached unanimous consensus to advance forward with the revised agreement.

Ms. Blake asked what would be developed on the property. Ms. Pollack said the developers would not be held to the plan, and were marketing new developers. They would have to return to the Planning Commission with a new Concept Development Plan. Part of the amended agreement was to remove that outdated plan from the annexation agreement, and they likely would want to do something different. A potential developer has looked at the property for single-family developer, but there was nothing concrete. Mr. Sullivan said that the existing annexation agreement made the property unmarketable for future development. The potential buyer would not be interested in purchasing the property unless the terms of the annexation agreement could be modified.

Pastor Reinert noted in the revised annexation, the church was referred to as “the petitioners” and the potential new buyers were referred to as “the owners.” The \$99,980 due in twelve months after the revised agreement was levied against the new owner, the developer, and not the church, because they were not the developer. It was discussed in the meeting two weeks ago, and he was not clear if that was included in the agreement. Mr. Sullivan responded that currently the initial DA for \$99,980 was due from “owner.” The definition of owner did include the petitioners. This gave Faith Baptist twelve months to sell the property to a third-party developer. If the current owner failed to make the sale, the obligations would apply to the owner. They would not be excused from the payment if they were the only owner of the annexed property twelve months from the execution of the agreement. Pastor Reinert said they had a buyer hoping to settle in September. The church never intended to develop the property. Many things happened that kept the church from selling the property.

President Heath recommended not moving forward until the differences could be resolved. As it was presented currently, it did not represent the understanding of both parties. Pastor Reinert asked if there was room for protection for the church, and said the church was not the developers. If the current interested buyer went away and the church had to pay \$99,980 in twelve months, and again two years later pay the same, for land that was not being developed, it would be extremely traumatic for the church and he did not know what they would do. President Heath asked if he was saying that they wanted the developer to pay the \$99,980, and Pastor Reinert agreed. President Heath said that may hinder the sale of the property, but Pastor Reinert said it had already been discussed with the current buyer, who agreed to pay the \$99,980. If they chose to do apartments, under the old agreement it could have been as much as \$6 million in fees because it would have been assessed per unit. President Heath told Pastor Reinert that the Council was not in the position to negotiate and he needed to discuss this further with Ms. Pollack and Administration to resolve the issue. Pastor Reinert said that under the current annexation agreement, the church had an incentive to sell the property and have it developed because they were paying for a piece of property that they were not using nor anticipated owning.

36 Mayor Day asked if the document Pastor Reinert had was 7 agreed to by all parties prior to the
37 meeting. Pastor Reinert said that it was. Mayor Day asked if there was no time sensitive
38 encouragement or incentive, if nothing initiated action such as creating a financial incentive
39 connected with time, then what existed to change the condition since 2007 whereby no one acts
40 because of disincentives such as fees, the market, etc. What other tool was there? No one wanted
41 to create negative pressures on the church. There has not been action, not for the lack of trying,
42 but because of the market conditions and disincentives that existed in the previous agreement. A
43 fair agreement that incentivized action was the goal. Pastor Reinert thought the problem was that
44 the incentive was for the developer, of which the church was not, and the proposed incentives
45 were incentives to a developer. The incentive for the church was to stop paying the payments and
46 sell the property. He said the church would move forward as there was no reason to believe the
47 buyer was not sincere, but they were sure in 2007 and here we are in 2021.

48
49 President Heath thought it should not move forward until the Mayor and staff could revisit the
50 agreement. Mayor Day explained the primary goal of the City was to help the church, help the
51 City and the taxpayers, and to add housing stock.

52
53 Mr. Boda asked if the clock could begin at the point of sale. Pastor Reinert said he would agree.

54
55 Mr. Sullivan said that the agreement was provided to the church in advance of the Work Session.
56 With respect to Section 8.c. ii (A): Within twelve (12) months from the date of this Agreement,
57 Owner of the Development Property shall make payment to the City in the amount of Ninety-
58 Nine Thousand Nine Hundred Eighty Dollars and 00/100 (\$99,980.00), Mr. Sullivan defined the
59 development property as Parcels 184 and 40, the parcels Faith Baptist did not intend to own.
60 They already left out Parcel 182 from all of the terms conditioning payment of some fee for
61 development. It came as a result of a very substantial conversation which included the proposed
62 buyer, hence it says 12 months from the date of the agreement Owner of the property. The
63 agreement could be revised any way that Council and the church find agreeable. However, they
64 need to ensure that the church's financial obligation in terms of addressing payment of DA. It
65 could even state that the church would not be responsible for any of the fees associated with its
66 annexation. Currently it presupposes that the buyer that joined our last discussion about the terms
67 in the agreement would close on the purchase of the property within 12 months from the date of
68 the execution. Since the property was annexed, no annexation fees have been paid to the City.
69 There have been no paid property taxes to the City. It did not obligate the church to pay the DA.
70 It said no development approval or permit could be applied for or approved until the initial DA
71 was paid. Who paid it on behalf of the church was not the City's concern. The revisions to the
72 agreement were discussed with their 3rd party buyer. Pastor Reinert agreed that they did meet and
73 the 3rd party buyer did agree with it. His concern was that if the sale did not occur, the church
74 would be responsible. President Heath suggested the Pastor return to the developer and secure
75 their word that at the appropriate period of time, they would sign.

76
77 Ms. Blake suggested all parties return and reword the document to everyone's satisfaction, and
78 bring back to Council when it was agreeable to everyone. President Heath agreed.

79
80 Pastor Reinert reiterated that the church could owe for all four \$99,980 if the property did not
81 sell. Mr. Sullivan said no development could occur at the property until those DAs were paid.

Whether the City would want to act to collect on DAs not paid because no development had taken place would be a choice the City would have to make. The City would probably want to facilitate development. Given what Ms. Blake proposed about revising the terms, he thought that course of action was needed.

President Heath said the Council would discuss this again when it was returned to Work Session.

Administration and Council Comments

Mayor Day said it was good to be back and was looking forward to meeting in person again.

Ms. Glanz was excited to have Mayor Day back to work. There were many vaccination appointments available for ages 12 and up.

Mr. Boda looked forward to meeting again in person.

Ms. Jackson thanked the City and the Severn Management Company, Ms. Glanz, Julie McCabe with Homes for America and Delegate Pro-Tem Sheree Sample-Hughes for meeting the needs of the residents at Mitchell Landing. This was a concern for her and was one instance of many concerns for District 1. How often are the buildings inspected? How often are our houses, apartments or any of our structures inspected? When was the last time Mitchell Landing was inspected? She was seeing many uninhabitable living conditions in her community and other places. They needed to have a discussion and get with HCDD because this property was owned by the City. The tenants were very cooperative and asked her to thank the City officials and Homes for America for helping them in so many ways. If you have not have your COVID vaccination, please do so. She would wear her mask until she felt comfortable. Be mindful of others, social distance and sanitize. Julia did a remarkable job being Acting Mayor.

Ms. Blake asked those healthy enough to please donate blood. The region was still in an emergency situation. Last week, the region was in a critical place.

Ms. Gregory asked everyone to continue wearing their masks and get vaccinated and be respectful of others.

President Heath was looking forward to 3rd Friday and encouraged everyone to meet Downtown. The weather would be nice.

Adjournment

With no further business to discuss, the Work Session was adjourned at 5:33 p.m.

City Clerk

Council President

CITY OF SALISBURY, MARYLAND

REGULAR MEETING (VIA ZOOM MEETING)

MAY 24, 2021

PUBLIC OFFICIALS PRESENT

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

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

IN ATTENDANCE

*City Administrator / Acting Mayor Julia Glanz, Deputy City Administrator Andy Kitzrow,
Former Mayor Barrie P. Tilghman, Procurement Director Jennifer Miller, Fire Chief John Tull,
Deputy Chief James Gladwell, City Attorney Michael Sullivan, City Clerk Kimberly Nichols,
members of the press and Public*

CITY INVOCATION – PLEDGE OF ALLEGIANCE

*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

• **John Broyhill Day**

*City Administrator Julia Glanz presented the proclamation to honor John Broyhill on his
100th birthday on May 3, 2021. A current resident of Florida, Mr. Broyhill was a great
voice in the Salisbury community. He managed J.C. Penny Store when it was located on
East Main Street, and was an active leader in the community as evidenced by his service
on the Salisbury/Wicomico Planning & Zoning Commission, Urban Renewal Committee,
United Way, Salvation Army, Parsons Foundation, and Chamber of Commerce.*

*Former Mayor Barrie P. Tilghman, who served from 1998-2009, was mentored by Mr.
Broyhill and remembered him as a force for positive change in Salisbury. She said Mr.
Broyhill worked tirelessly to make the City better, kinder, and more equitable for all, and
would be extremely honored to receive the honor. His family would treasure the honor
and recognition given him for generations to come.*

*President Heath noted he served as a Rotarian with Mr. Broyhill, who was a professional
and a source of inspiration for many people. The honor couldn't be given to a nicer man.*

• **Jewish Heritage Month**

*Ms. Glanz presented the Jewish American Heritage Month (JAHM) proclamation. JAHM
has been observed annually in May since 2006 when President George W. Bush
proclaimed a month that would recognize the more than 350-year history of Jewish
contributions to America and American culture. Jewish men, women, and children have
throughout history faced anti-Semitic discrimination, persecution, and violence, and*

sadly continue to face the same today, yet continue to demonstrate the unbreakable spirit that has helped them overcome cruel oppression, suffering, violence, and bigotry.

ADOPTION OF LEGISLATIVE AGENDA

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

CONSENT AGENDA – presented by City Clerk Kimberly Nichols

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

- April 19, 2021 Special Meeting Minutes
- April 19, 2021 Work Session Minutes
- April 26, 2021 Legislative Session Minutes
- May 3, 2021 Special Meeting Minutes
- May 3, 2021 Work Session Minutes
- May 10, 2021 Legislative Session Minutes
- **Resolution No. 3107**- to approve the reappointment of Joseph Anderson to the Parks and Recreation Committee the term ending July 2024

AWARD OF BIDS- presented by Procurement Director Jennifer Miller

The Award of Bids, consisting of the following declaration of surplus items, was approved on a motion and seconded by Ms. Jackson and Ms. Blake, respectively:

- Department of Field Operations- Items: Vehicles (6), Method of disposal: Onsite auction
- Salisbury Zoo- Item: Outbuilding, Method of disposal: Demolition
- Salisbury Police Department- Item: Duty weapon, Method of disposal: Retirement gift

ORDINANCES – presented by City Attorney Michael Sullivan

- **Ordinance No. 2664**- 2nd reading- approving a budget amendment of the FY2021 General Fund to appropriate funds for the purchase of software

Mr. Boda moved and Ms. Jackson seconded to approve Ordinance No. 2664 for second reading.

Ms. Jackson moved to amend Ordinance No. 2664 as read by City Attorney Sullivan. Ms. Gregory seconded, and the vote was unanimous to amend the ordinance as follows:

- Line 16- strike “and estimated the total cost to City departments in the General Fund to be \$174,000,”
- Line 24- strike \$45,000 and insert \$54,616
- Line 26- strike \$45,000 and insert \$35,384

- Line 28- insert “(c) Decrease Business Development Account No. 11600-534308-200 by \$10,000 and Account No. 11600-555512 by \$6,232.”
- Line 31- insert “(d) Decrease City Council Account No. 11000-555503 by \$3,000.”

Ordinance No. 2664 for second reading, as amended, was approved on a 4-1 vote. President Heath voted “nay.”

- **Ordinance No. 2666**- 2nd reading- to amend Chapter 8.11 of the Salisbury City Code, entitled “The Fire Prevention Code”, for the purpose of adding new permits that are required to be obtained from the Fire Marshal

Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve Ordinance No. 2666 for second reading.

- **Ordinance No. 2667**- 2nd reading- to amend Chapter 15.26 of the Salisbury City Code, entitled “Rental Of Residential Premises”, by adding a new section 15.26.045 entitled “Fair Chance Housing”

Ms. Blake moved and Ms. Jackson seconded to approve Ordinance No. 2667 for second reading.

Ms. Jackson moved to amend Ordinance No. 2667 as ready by City Attorney Sullivan. Ms. Blake seconded, and the vote was unanimous to amend the ordinance as follow:

- Line 24- strike “have imposed” and insert “, accordingly, HUD has promulgated”
- Line 27- insert “and landlord’s agents” before “creates”
- Line 34- insert “regarding the use of a Background Check Report (as defined herein)” after “disclosure”
- Line 74- insert “for a Dwelling Unit” after “bill”
- Line 78- strike “A” and “and” and insert “Before a Landlord or a Landlord’s Agent may charge an Applicant a fee to apply to Lease or”
- Line 79- insert “Rent a Dwelling Unit, the Landlord or the Landlord’s Agent” and “the” and strike “an”
- Line 80- insert “of a Dwelling Unit” after “Rent”
- Line 81- strike “fair” and insert “far”
- Line 82- insert “and” after “period” and strike “and” after (c)
- Line 83 and 84- strike “before the Landlord or the Landlord’s Agent may charge an Applicant a fee to apply to Lease or Rent.”
- Line 85- strike “also” after “shall” and “on all promotional materials and” after disclose. Insert (a) after “shall”
- Line 86- strike “advertisements related to Renting or Leasing a Dwelling Unit their” and insert “the Landlord’s or Landlord’s”
- Line 87- insert “Agent’s” before “policies” and “on their website(s), after “Report” and strike “and shall”
- Line 88- insert “within their application materials, and at their rental or leasing office(s); and, (b)” before “provide”

- Line 89- strike “in their” and insert “subsection” before “B(1)” and “within the Landlord’s or Landlord’s” after “above”
- Line 90- strike “websites”, “any Rental” and “Leasing”. Insert “Agent’s” before “application”. “website(s)” before “and” and “their rental” after “at”
- Line 91- strike “offices” and insert “leasing office(s).”
- Line 92- strike “and”
- Line 93- strike “they” and “that report” and insert “such Landlord or Landlord’s Agent” before “shall” and “the Background Check” before “of”
- Line 96- strike “3.”

Ordinance No. 2667 for second reading, as amended, was approved by unanimous vote in favor.

- **Ordinance No. 2668**- 1st reading- to authorize the Mayor to enter into a contract with the Federal Emergency Management Agency for the purpose of accepting grant funds in the amount of \$36,342.89, and to approve a budget amendment to the Grant Fund to appropriate these funds for offsetting COVID-19 expenses

Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve Ordinance No. 2668 for first reading.

PUBLIC COMMENTS

There were no requests for Public Comments.

ADMINISTRATION AND COUNCIL COMMENTS

Ms. Glanz remarked that it was wonderful to have another 3rd Friday last weekend. There were two terrific events downtown over the weekend with the Lynching Memorial Task Force and the Haitian Development Center Festival. It was exciting that things were picking up.

Mayor Day said it was great seeing so many Council members and staff out over the weekend, and was pleasantly surprised to see former Mayor Barrie Tilghman. Today was his first staff meeting upon returning to the States. It was good to be back. He appreciated the work everyone did during one of the worst things in the country’s history.

Mr. Boda said that everyone should be vaccinated to protect themselves and their families.

Ms. Jackson said that at the last Work Session she spoke about some inspections and asked how often Mitchell Landing was inspected, and how often houses, apartments, and other structures were inspected, and when was the last time Mitchell Landing was inspected. She never received a response and needed answers to the questions. She saw the Council’s picture in Mission Barbeque and requested an updated photo for the building, as the one used was outdated. Stay safe, wear your masks and get vaccinated.

Ms. Blake said the Lynching Memorial Task Force presentation was very moving and well-done. As always, if healthy enough, please donate blood.

179
180 *Ms. Gregory said that the events over the weekend were amazing. James Yamakawa and Amber*
181 *Green worked tirelessly on the Lynching Memorial Task Force. If not vaccinated yet, citizens can*
182 *go to EVO Restaurant, get a vaccine and a free beer. She also wished her husband a Happy 24th*
183 *Anniversary.*

184
185 *President Heath reminded the public that there was no meeting next Monday and wished everyone a*
186 *very safe and wonderful Memorial Day. He said he was at all three events over the weekend. The*
187 *crowd on 3rd Friday was amazing. The Shore was still in a critical state in regards to blood, so*
188 *please donate blood if healthy enough.*

189
190 **ADJOURNMENT**

191
192 *With no further business to discuss, the Legislative Session was adjourned at 6:56 p.m.*
193
194
195

196 _____
197 *City Clerk*

198
199 _____
200 *Council President*



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Julia Glanz, City Administrator
From: Julie English, Administrative Assistant
Subject: Appointment to the Sustainability Advisory Committee
Date: June 9, 2021

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

<u>Name</u>	<u>Term Ending</u>
Diallo Sessoms	June 2024

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

Attachments

May 24, 2021
Mayor Jake Day
125 N. Division Street
Salisbury, MD 21801

Greetings Mayor Day:

I had the opportunity to meet with Alyssa Hastings on May 18, 2021 regarding my interest in the sustainability advisory committee known as The Green Team. She explained the purpose and activity of the committee.

As a 14 year resident in the City of Salisbury, I have shown my dedication by contributing to the improvement of my community. I take pride in homeownership in the City as a current homeowner in the historic Camden Avenue District. To continue my contribution as a concerned citizen in the City, I would like to become a member of the sustainability advisory committee to help develop policies, assist with identifying grant opportunities, implement programs, and assist with educational opportunities. I would like to encourage others in the City to understand the importance and to be accountable to one another as a healthy environment is an essential lifestyle for all citizens of Salisbury.

I look forward to hearing from you regarding an opportunity to become appointed as a member of this committee.

Best Regards,

Diallo Sessoms

Diallo Sessoms, Ph.D.

Diallo Sessoms, Ph.D.

Salisbury University | Department of Early & Elementary Education | ddsessoms@gmail.com | 443-754-4619

Education

University of Virginia, Charlottesville, Va. 2007

Ph.D., Instructional Technology

Dissertation: From Transmission to Transformative Learning: How Elementary Teachers Use Interactive Boards to Transform the Teaching & Learning Process.

University of Virginia, Charlottesville, Va. 2002

M.Ed., Educational Evaluation

University of Virginia, Charlottesville, Va. 1994

B.A., Sociology

Higher Education Experience

Administrative Experience

Special Assistant to the Provost for Academic Innovation 2013-2015

Co-Chair, AAT Continuous Review Content Subcommittee 2010-2015

Associate Chair, Teacher Education Department 2013-2014

Director, Elementary Education 2010-2013

Chair, Elementary Education Committee 2010-2013

Director, GEAR UP 2008-2018

University Teaching

Associate Professor, Instructional Technology, Seidel School of Education & Professional Studies, Salisbury University 2013 - present

Assistant Professor, Instructional Technology, Seidel School of Education & Professional Studies, Salisbury University 2007 - 2013

Instructor, Teaching w/ Technology, Curry School of Education, University of Virginia 2005 - 2007

Instructor, Educational Technology Elementary & Special Education, Curry School of Education, University of Virginia 2006 - 2007

Instructor, Contemporary Educational Issues, Curry School of Education, University of Virginia 2006

Coursed Taught

ELED 202: Computers in Education 2007-present

EDUC 571: Web-based Teaching & Learning 2007-present

HLTH 490: International Studies in Community Health 2016-2018

EDUC 585: Technology Tools for Teaching & Learning (graduate) 2008-2013

Coursed Developed

ELED 390: Service to the Profession	Spring 2019
ELED 390: Computational Thinking & Makerspaces	Fall 2018
ELED 390: Digital Citizenship	Fall 2016

Innovative Practices

Developmental activities leading the Department of Early & Elementary Education to be mindful of effective technology applications and maker education across methods courses.

Develop innovations through workshops, literature, and research. Attended 2 certification events on programming microcomputers and participated in an online class about makerspace.	2017-present
Coordinated invention literacy professional development for 30 SU Faculty and PDS partners. Participants (6 faculty & 24 PDS partners) learned about invention literacy, thinking, and integrating innovative mindsets through technology.	Spring 2019
Collaborate with faculty to use makerspace concepts in their methods course.	2019-present
Established a makerspace for the education department.	Fall 2018-present
Infused maker education into the ELED 202 curriculum, a required course for education students.	Fall 2018
Connect students with community resources as a resource for innovation and professional development.	2016-present

Grant Involvement

External Grant Projects as Principal Investigator

Finch Robot Grant Program from Birdbrain Technologies; selected from a pool of national applicants to integrate computer science concepts using a set of 20 Finch Robots with teacher education students and in public school classrooms (2018).

\$2,000

Smart Professional Day sponsored by Teachers of Promise; awarded to the Department of Teacher Education and Snow Hill Elementary School (2012).

\$1,200

Teachers of Promise and SMART Corporation; SMART Classroom suite equipment installed in Teacher Education methods lab, TE 426, (2010).

\$7,000

Maryland Higher Education Commission for Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP). Provided targeted educational experiences in mathematics, actuarial science, and college planning (2009).

\$49,252

USM System-Wide Symposium on *Online Resources and Pedagogy for Teacher Education*. Provided professional development for teachers at Choptank Elementary on technology applications (2008).

\$750

Maryland Higher Education Commission for Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP). Provided targeted educational experiences in mathematics, actuarial science, and critical information such locating and completing financial aid for college.

\$59,734

External Grant Projects as Team Member

Maryland Food Bank; Big 3B: Breakfast, Books, & Backpacks project. Provided backpack filled with food and books to elementary students at two elementary schools in Salisbury University's Professional Development School network (2018).

\$1,000

Fulbright-Hays, *The Sankofa Project*, participant; edited grant proposal, recruited k-12 teachers and faculty to participate, and distributed information about the experience; 5-week residency at a research institute in Accra, Ghana; explored public schools, historic sites, and participated in the installation of a well to provide clean water for the school and community (2016).

\$77,000

Teaching with Primary Resources; regional grant awarded by the Library of Congress; co-developed the program and grant to work with 12 public school teachers. Co-taught 2-week seminar on using technology to integrate for teachers from Salisbury University's Professional Development School network; representative at yearly conference to share and learn with other grant recipients (2015 - present).

\$20,000

Internal Grant Projects as Principal Investigator

Faculty Development Travel Grant; conference presentation (2020).

\$400

Salisbury University Foundation; used to provide professional development for K6 teachers on invention literacy using the Makey Makey invention kit (Spring 2019).

\$500

Seidel School Dean's Office; provided professional development to Salisbury University interns during the clinical experience on invention literacy using the Makey Makey invention kit (Spring 2019).

\$300

Salisbury University Foundation award to support research on how to incorporate computer science into the teacher education curriculum (2016).

\$1,000

Faculty Development Travel Grant; conference presentation (2013).

\$400

Internal Grant Projects as Team Member

Faculty Learning Community; enhancing courses with emerging 3D technologies, *member, collaborating on projects to inspire faculty to integrate technology into existing courses using 3D technology*

Faculty Learning Community; co-facilitated the FLC to provide information about food insecurity to the campus; supported the campus food pantry, co-organized Food for Thought for the university community; collaborated with Maryland Food Bank to celebrate their 40th anniversary (Spring 2019).

\$2940

Grants Submitted

Faculty Mini-Grant sponsored by Salisbury University. Grant proposal submitted to study robotics with at-risk elementary students (2018).

\$2,500

Institute of Educational Sciences, Computing Teachers: Developing Computational Thinking in Elementary Educators (2014).

\$755, 000

Salisbury University Foundation Grant sponsored by Salisbury University. Grant proposal submitted to study the use of iPads in elementary classrooms (2013).

\$1,000

Faculty Mini-Grant. Grant proposal submitted to study the use of iPads in elementary classrooms (2013).

\$2,500

Professional Development

3D Technology Faculty Learning Community, *participant*, (Fall 2019 - present).

Building Makerspaces for Young People. Free online course offered by the Raspberry Pi Foundation on how to develop a makerspace in a public setting for learners (Fall 2019).

Human Subjects Training. Completed the Collaborative Institutional Training Initiative program (CITI) for the Institutional Review Board at Salisbury University Required training for research projects (2019).

Certified Raspberry Pi Educator. Selected from over 800 applications to participate in the first international Pi Academy in Toronto, CAN; Participated in a 2-day learning experience with diverse group of educators to learn how to use the Raspberry with the Python programming language (Summer 2019).

Certified Makey Makey Educator Training. Organized and participated in invention literacy professional development for SU faculty and Professional Development School partners (Feb. 2019)

Civic Engagement Across the Curriculum. Participated in a faculty professional development seminar to learn how to build civic engagement components into existing courses (2018).

Soaring with Online Course Development, *Certificate of Participation*, 3-week program (2018).

Data Security & Privacy. 90 minute online training provided by the Office of Institutional Equity (2018).

Food Insecurity on the Eastern Shore of Maryland; presentation from the Maryland Food Bank which led to future projects such as the Big 3B, volunteering at the MFB, and volunteering at a local church to deliver food (2017).

Canvas (classroom management system) training provided by Instructional Design and Delivery, *participant* (2014).

Educause. ELI shortcourse on badging, *participant*, (2014).

Livertext Conference. Assessment Conference, institutional representative (2014).

CAEP Conference. Council for the Accreditation of Educator Preparation, institutional representative.

CAEP Conference. Council for the Accreditation of Educator Preparation, institutional representative (2013-2014).

Computer Science Teachers Association Annual Conference, *participant*, (2013).

Computer Science Education Mini-Summit, *participant*, (2012).

Online Learning (Podcasts): iPad today, Tips from the Top Floor, This Week in Technology, ISTE (2010-present).

SMART Certified Master's Training: Response System Certification (2010).
SMART Certified Master's Training: Certification (version 10): Recertification. (2009).
Soaring with Online Learning: Certification (2008).
SMARTBoard Interactive Whiteboard Certification (version 9.7): Certification (2007).

Scholarly Presentations

International

Sessoms, D. (2018, January). Seminar held in Belize City, Belize for SU students serving a Belize City School.

Gibbs, L & Sessoms, D. (2017). Seminar held in Belize City, Belize for SU students serving a Belize City School.

Sessoms, D. (2012, November). Multiple presentations for national teachers in China and students in an education program at Anqing University.

National

Sessoms, D. (Feb. 23 - 24). William Patterson University, Invention Literacy for Educators and Professors (online version).

Sessoms, D. (2020, June). Screencasting: Capturing Voice, Screen, & Mouse Clicks to Create Instructional Videos. William Patterson University.

Sessoms, D. (2020, June). Tri-Town School Union Boston, MA. Invention Literacy for Educators

Sessoms, D. (2020, March). William Patterson University, Invention Literacy for Educators and Professors.

Sessoms, D. (2020, January). Future of Education Technology Conference. Invention Literacy: Physical Computing in the Elementary Classroom.

Sessoms, D. (2019, November, 9 a.m.). William Patterson University Educational Technology Conference. Beyond Coding: Applying Computational Thinking Through Making.

Sessoms, D. (2019, November, 1 p.m.). William Patterson University Educational Technology Conference. Beyond Coding: Applying Computational Thinking Through Making.

Sessoms, D. (2019, October). William Patterson University, Invention Literacy for Educators and Professors.

Sessoms, D. (2019, January). Florida Education Technology Conference, Tinkering with 3D Design.

Sessoms, D. (2018, June). Superior 4 Tech Teachers Technology Conference. Make to Learn.

Sessoms, D. (2018, March). National Association of Professional Development Schools. 21st Century Libraries: The New Role of Libraries in Salisbury University's PDS Network.

Sessoms, D. (2018, January). Florida Education Technology Conference. Scratching for Creativity and Critical Thinking.

Sessoms, D. (2017, March). Read Aloud Delaware Conference. Using photography to build books for kids.

Sessoms, D. (2017, January). Florida Education Technology Conference. Scratch Jr. for Literacy.

Sessoms, D. (2017, February). Ohio Education Technology Conference. Using digital stories to teach and assess in a flipped model. (Submitted)

Sessoms, D. (2016, January). Florida Education Technology Conference. Computing and Literacy for Early Learners.

Sessoms, D. (2016, January). Ohio Education Technology Conference. Digitized Educator.

Sessoms, D. (2016, March). Read Aloud Delaware Conference. Scratch for Literacy.

Sessoms, D. (2015, January). Florida Educational Technology Conference. Scratch Across the Curriculum.

Sessoms, D. (2015, February). Etech Ohio Educational Technology Conference (2015). Flippin' Tools: Open Source Tools for the Flipped Classroom.

Sessoms, D. (2015, March). Read Aloud Delaware Conference. Integrating technology music, and play using videolicious.

Sessoms, D. (2014, November). Arts in motion conference. Stealing is not a crime when it comes to creativity.

Sessoms, D. (2014, June). Society for Information Technology & Teacher Education. iPads: Understanding Student Perceptions of Technology to Support Learning.

Sessoms, D. & Bleile, M. (2014, January). Florida educational technology conference. Beyond cool: iPad Support for Students with Learning Difficulties.

Sessoms, D. (2014, March). Read Aloud Delaware Conference. What's My Story? Engaging 1st Graders with iPads.

Sessoms, D. (2013, January). Presentation to race to the top grant participants. Using Digital storytelling, interactive boards, and Screencasting.

Sessoms, D. (2013, February). Etech Ohio Educational Technology Conference. Using Digital Images as a Writing Prompt.

Sessoms, D. (2013, March). Read Aloud Delaware Conference. Puppets, Books, and iPads.

Sessoms, D. (2012, February). Etech Ohio Educational Technology Conference (2012). iPad: An Evaluation Tool.

Local

Sessoms, D. (2019, August). St. Frances de Sales Faculty. Invention Literacy for Educators.

Sessoms, D. (2019, April). Salisbury University Interns. Invention Literacy for Educators.

Sessoms, D. (2018, May). Pocomoke Elementary School. 3D printing w/ 3rd grade students.

Sessoms, D. (2018, April). Empowering Youth 3D printing presentation for 5th grade boys.

Sessoms, D. (2012). Untethered Teaching: Using remote applications to control computers. Woodbridge School District. Three, seventy-five minute presentations.

Sessoms, D. (2012, April). Maryland Society for Educational Technology, Common Ground Conference (2012). Screencasting: Capturing Voice, Screen, & Mouse Clicks.

Sessoms, D. (2012, April). Maryland Society for Educational Technology, Common Ground Conference (2012). Using an iPad as an Evaluation Tool.

Sessoms, D. (2012, March). Regional Smart Board Users Conference (2012). Making words Interactively: Phonics and Spelling Builder.

Sessoms, D. (2012, March). Regional Smart Board Users Conference (2012). Notebook Screencasts: Creating Screencasts of Notebook Lessons.

Sessoms, D. (2012). Regional Professional Development Schools Conference (2012), Increasing Teacher Candidate Clinical Practice.

Sessoms, D. (2012). Regional Professional Development Schools Conference (2012), Evaluate Teachers/Students with iPads.

Sessoms, D. (2011). Race To the Top grant. Using communication platforms.

Sessoms, D. (2011). Center for Technology in Education, Salisbury University, Arts in Motion Conference, Collage with Technology.

Sessoms, D. (2011). Center for Technology in Education, Salisbury University, Professional Development Workshop Series, Screencasting. Sessoms, D. (2011). Center for Technology in Education, Salisbury University, Fortified in 45 Workshop Series, I want to use the SMART Board.

Sessoms, D. (2011, March). Regional Smart Board Users Conference (2011). Making Words Interactively: Phonics and Spelling Builder.

Sessoms, D. (2011, March). Regional Smart Board Users Conference (2011). Smartcasting: Building a class channel of recorded lessons.

Sessoms, D. (2011, February). ETech Ohio Educational Technology Conference (2011). Screencasts: Capturing Instruction for Differentiated Learning.

Sessoms, D. (2010, February). ETech Ohio Educational Technology Conference (2010). Screencasts: Integrating Technology into the Curriculum.

Sessoms, D. (2010, March). Regional Smart Board Users Conference (2010). Making Words Interactively: Phonics and Spelling Builder.

Sessoms, D. (2010, March). Read Aloud Delaware Conference (2010). Interactive Paths to the Child's Mind: Creating Digital Books with Bookbuilder.

Sessoms, D. (2010). Center for Technology in Education, Salisbury University, Fortified in 45 Workshop Series, I want to use the SMARTBoard.

Sessoms, D. (2010). Center for Technology in Education, Salisbury University, Fortified in 45 Workshop Series, I want to use the SMARTBoard.

Sessoms, D. (2010). SMARTBoards: Level II training. Woodbridge School District 3 half-day trainings.

Sessoms, D. (2010). SMARTBoards: Level II training. Woodbridge School District 3 half day trainings.

Sessoms, D. (2009). SMARTBoards: Level I training. Woodbridge School District Summer 09; Fall 2009.

Sessoms, D. (2009). SMARTBoards: Level I training. Washington, D.C. Charter School, Washington Mathematics Science & Technology Public High School Summer 09; Fall 09.

Sessoms, D. (2009). Professional Development Schools Workshop: Digital Storytelling.

Sessoms, D. (2009). USM System-Wide Symposium (2008). Web 2.0.

Sessoms, D. (2009). Barbara Bush Literacy Grant (2009). PowerPoint Training for families.

Sessoms, D. (2009, March). Regional Smart Board Users Conference (2009). Discovering Formulas: Deriving the Formula for the Area of a Rectangle.

Sessoms, D. (2009, March). Regional Smart Board Users Conference. Hands On Open Lab Using the SMART Board for Novices.

Sessoms, D. & Cohen, H. (2008). Fostering Collaboration and Social Networking.

Sessoms, D. (2008). ETech Ohio Educational Technology Conference. Achieving Transformation through Interactive Board Integration: Lessons from Elementary Classrooms.

- Sessoms, D. (2008). Digital Storytelling Across the Curriculum. Maryland Instructional Computer Coordinator Association: Digital Storytelling Across the Curriculum.
- Sessoms, D. (2008). SITE Conference. Digital Storytelling, *Training Pre-service Teachers to Use Digital Story telling Across the Curriculum* (round table).
- Sessoms, D. (2008). SITE Conference. Interactive Boards: A conceptual framework for integrating the interactive board (brief paper).
- Sessoms, D. (2008). Professional Development Schools Workshop (2008): Digital Storytelling.
- Sessoms, D. (2008). Mid Atlantic Handheld and Emerging Technology Conference. Creating Digital Books: Web 2.0 in the hands of students and teachers.
- Sessoms, D. (2007). ETech Ohio Educational Technology Conference. From Transmission to Transformative Learning: Using Interactive Boards to Transform the Teaching and Learning Process.
- Sessoms, D. (2007). SITE Conference. Special Education: Using Interactive Boards to Enhance Teaching and Learning for Students with Disabilities (brief paper).
- Sessoms, D. (2007). Professional Development Schools Workshop: Using Interactive Boards to Transform Teaching and Learning.
- Sessoms, D. (2006). SITE Conference. SMARTBoard Integration (poster presentation).

Publications

- Clark, S. & Sessoms, D. (2019). Reimagining Teaching and Learning with Technology. *Voices from the Middle*.
- Mitchell, B., Arnold, H., Hedgepath, D., Rowland, M., Beiter, J., Makang D., Sessoms, D., Trader, M., Thomas, N., Madden, M. (2013).
- Board of examiners offsite report: Continuous improvement pathway. Report (2015).
- Mitchell, B., Arnold, H., Hedgepath, D., Rowland, M., Beiter, J., Makang D., Sessoms, D., Trader, M., Thomas, N., Madden, M. (2013). Board of examiners offsite report: Continuous improvement pathway. Report for 2014.
- Sessoms, D. (2014, September). Specialized Professional Associations (SPA): Association for Early Childhood International. Report for 2010-2014.
- Mitchell, B., Arnold, H., Hedgepath, D., Rowland, M., Beiter, J., Makang D., Sessoms, D., Trader, M., Thomas, N., Madden, M. (2013). Board of examiners offsite report: Continuous improvement pathway. Report for 2013.

- Sessoms, D. (2013, February). Specialized Professional Associations (SPA): Association for Early Childhood International. Report for 2010-2013. Salisbury University.
- Sessoms, D. (2011, September). Specialized Professional Associations (SPA): Association for Early Childhood International. Report for 2008-2011. Salisbury University.
- Sessoms, D. (2009, January). Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP): College Preparation, Intervention, and Retention Program. Grant #CPIP 09-905. Maryland Higher Education Commission GEAR UP VII Final Report for 2008 – 2009. Salisbury University, Somerset County Public Schools, and Wicomico County Public Schools.
- Sessoms, D. (2009). On the road to Excellence. In Your first years of teaching: beginning a journey of excellence. Hammond, D.W., Bafone, J.C. Salisbury University, 2009; Vol. 1, pp. 113-116.
- Sessoms, D. (2008). SITE Conference. Interactive Boards: A conceptual framework for integrating the interactive board (brief paper).
- Sessoms, D. (2008). Interactive Instruction: Creating interactive learning environments through tomorrow's teachers. International Journal of Technology in Teaching and Learning, 4(2), 86-96.
- Sessoms, D. (2008, January). Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP): College Preparation, Intervention, and Retention Program. Grant #CPIP 08-801. Maryland Higher Education Commission GEAR UP VII Final Report for 2007 – 2008. Salisbury University and Somerset County Public Schools.

Service

National

Communications Committee for the National Association of Professional Development Schools NAPDS, maintain and update organizational website, 2018 - present.

State

Digital Learning Advisory Committee, 2020-present; Salisbury University representative, contributor to the mission of the committee.

MSDE/NCATE Board of Examiners, 2012 - 2016. Program review. Analyzed education program data and prepared reports for the accreditation of educational programs with respect to the National Council for Accreditation of Teacher Education (NCATE) standards.

USM System Wide Committee Membership

Dissertation Committee, *member*, University of Maryland Eastern Shore (2019).

AAT Leadership Council Meeting, *member*, 2016 – 2018.

Academic Transformation Advisory Council, *member*, 2013 – 2014. AAT Continuous Review Committee Content Subcommittee, *Co-chair*, 2011.

USM System-Wide Teacher Education Faculty Symposium on Utilizing On-Line Resources for Teacher Education, Member 2007.

University

Powerful Connections, service provided by the office of Multicultural Affairs to ensure the success of ethnic and diverse students at Salisbury University; invited to present technology information to incoming freshmen, summer 2010 - present.

Co-created a Faculty Learning Community: Food for the Flock. Gathered, discussed disseminated information to faculty about food insecurity (2019).

Special Assistant to the Provost for Academic Transformation, 2013 – 2015.

Faculty Senate, 2012 - 2015. Designated Senator, International Committee, 2014-2015.

Faculty Senate, Officer, Webmaster, 2012 - 2013. Designated Senator, Membership and Elections Committee, 2012.

Search Committee, Chief Information Officer, *member*, 2012.

Search Committee, Dean, Seidel School of Education and Professional Studies, *member*, 2012.

Honor's Convocation, 2007- present.

Master's Hooding Ceremony, 2007 – present.

Convocation, 2007 – present.

Commencement, 2007 – present.

Public Radio Delmarva membership drives volunteer, Fall 2008.

Evaluator, National Conference on Undergraduate Research: student research proposal reviewer, 2007.

Seidel School Committee Memberships

Scholarship Committee, *member*, 2018 – present.

Professional Education Unit Field Experiences Committee, 2010 – present.

Search Committee, Professor of Educational Technology, *member*, Fall 2017.

Search Committee, Professor of Literacy, Co-chair, Fall 2016.

Search Committee, Director of Assessment, Co-chair, Fall 2014.

Strategic Planning Committee, Fall 2013.

Search Committee, Information Technology Support Assistant, member, Fall 2013.

Seidel Curriculum Committee, Spring 2012 – 2018.

Search Committee, Help desk manager, *member*, Spring 2012.

Professional Education Unit Assessment Committee, Spring 2010 – 2016.

Professional Education Unit TEC Committee, Spring 2010 – 2016.

Department of Early & Elementary Education Committee Memberships/Other Service

Search committee, Assistant/Associate Professor for Literacy, Chair, 2016 – 2017.

Search committee, Assistant/Associate Professor for Early Childhood Education, member, 2016 – 2017.

Elementary Education Curriculum Committee, Chair, Spring 2010 – Fall 2013.

Sessoms, D. (2013). Teacher education department program data report (department).

Sessoms, D. (2013, September). Teacher education advising guidelines (department).

Search Committee, assistant professor of social studies, chair, Spring 2013.

Search Committee, contractual instructor, Chair, Spring 2012.

Search Committee, assistant professor for Literacy, member, Spring 2012.

Children's Literature Committee, 2010 – present.

Graduate Committee, member 2009 – present.

Foundations Committee, member 2010 - present.

Technology Committee, co-chair 2008 – 2009.

Technology Committee, member 2007.

Diversity Committee, member 2007.

Other Department Service

Summer preview, 2007 – 2014

Open House Representative, 2007 – present

Chesapeake Cohort Graduation, speaker, Spring 2012

Website Maintenance, 2007 – 2015

Local

Fruitland Community Center Board of Directors 2017

Member and Participant in the Poor People's Campaign: A national call for moral revival (2018 – present).

Invited judge for the amazing handshake competition at a PDS site (Dec. 2019).

Volunteer at Grace Methodist Church. Prepare and serve food to the Church Street Community (2018 – present).

Volunteer at the Christian Homeless Shelter, Salisbury, MD. Cook and serve food to shelter families (2018 – present).

Participant in the Poor People’s Campaign march on Washington, summer 2018; photographed and used images to inform education students about inequities through digital storytelling.

Coordinated a Delta Sigma Theta Sorority Incorporated sponsored event for girls in technology on robotics, December 2018.

Coordinated a Delta Sigma Theta Sorority Incorporated sponsored event for girls in technology on coding, December 2017.

Maryland Food Bank, 2018 – 2019. Boxing and sorting food for distribution to families.

Adopt-a-Block Food Delivery, Spring 2018 – 2019. Food delivery to families in a local.

Hope and Life Outreach Ministries, HALO Café, spring 2011.

Academic Support through Active Partnerships w/ Schools Program (ASAPS), 2008 – 2010.

Reviews

Specialized Program Area Reviewer, NCATE. 2011 –2013. Analyzed data and produced reports for the accreditation of education programs with respect to the Association for Childhood Education International (AECI) standards.

Reviewer for Special Interest Group: Innovative Learning Technology Conference Proposals, International Society for Technology & Education, 2010.

Reviewer for National Conference on Undergraduate Research: *Student Research Project* Proposals, 2008.

Honors, Awards, & Fellowships

Best Practices Award for Innovative Use of Technology (AACTE)	2020
Tenure & Promotion to Associate Professor	2013
Outstanding Volunteer Award (Maryland Food Bank)	2018
Certificate of Appreciation (Contributions to the citizens of MD)	2018
100 Men of Distinction (MD community service award for A-A males on the Eastern Shore of MD)	2018
Salisbury University Service Award (tenured w/ 10 years of service)	2017
Multicultural Student Services Award	2012
Henry C. Welcome (Maryland Higher Education Commission)	2007
Graduate Fellow, Curry Center for Technology & Teacher Education University of Virginia	2005-2007

Professional Memberships

National Association of Professional Development Schools, <i>member</i> , communications committee, maintain and update NAPDS website.	2018-present
Maryland Society for Educational Technology, <i>member</i>	2011-present
Computer Science Teachers of America (CSTA), <i>member</i> , attend events present to gain knowledge about computer science in k-12 education.	2012-present
Virginia Society for Educational Technology, <i>member</i>	2007-present
Association for the Advancement of Computing in Education, <i>member</i>	2013-2018
International Society for Technology in Education, <i>member</i> , conference proposal reviewer	2007-2018
American Association of Colleges for Teacher Education, <i>institutional representative</i> , gathered and disseminated critical information for teacher education programs at Salisbury University.	2012-2015
American Educational Research Association, <i>member</i>	2007-2011

Creative Works

Educational Videos. Created and maintain a [Youtube Channel](#) with 150 videos and more than 44, 000 views; provides instructional videos on technology applications created with screencast software, 2008 - present.

Created and maintain a web-based resource for teaching with digital images; features 6 videos on civic engagement created by students, 6 videos created by students using Library of Congress resources, and resources for learning about digital storytelling: [Digital Storytelling](#), 2015 - present.

Photography Assignments

Children's Literature Festival: Salisbury University, Spring 2013.

Gallery Walk, Salisbury University Intern presentations, Fall 2013.

Retirement Celebration, Dean Dennis Pataniczek: Ward Museum, Summer 2012.

Children's Literature Festival: Ward Museum, Spring 2012.

Website Development

Sessoms, D. (2011). Green Earth Book Award, website development.

Sessoms, D. (2011). Children's Literature Festival. Website Development for Children's Literature Festival.

Course Website. 2007 - 2012. [EDUC 585](#)

Photography

Follow (@DialloDS) [Website](#)

Technical Knowledge

Makey Makey

Raspberry Pi

Digital Storytelling

Kidcitizen

Mobile Devices (iPad)

Apps for Education and Productivity

Image Editing: Photoshop

Photography

Audio editing: Audacity

Operating Systems (Mac, Windows)

Screencasting: Camtasia, Screencastomatic

Social Media Tools (Twitter, Instagram, YouTube Channel, LinkedIn)

Web-based Publishing Tools: Blogs, Wix

Math software: Geometer's Sketchpad

Video editing (iMovie, Movie Maker, Pinnacle Studio)

Interactive Boards

Web-quests

Tappedin

Expression Web

Concept Mapping (Inspiration, Webspiration, Inspiration Lite for iPad)

Programming Languages: Scratch, Flash, HTML

Employment History

Corps Member Advisor, Teach for America	2006
Teach for America Corp Member	1995
Home Bound Teacher, Charlottesville, Va.	2005-2007
Math Teacher, Albemarle County Public Schools, Charlottesville, VA.	2001 - 2005
Math Teacher, Orange County Public Schools, Orange, VA.	1999 - 2001
Math/Science Teacher, Nash-Rocky Mt. Schools, Nashville, NC.	1995 - 1998

Instructor for Sylvan Learning Center, 1995 – 2005.
Math Teacher, Charlottesville City Schools, Charlottesville, VA,
Walker Academy.

Summer 2005

References

Dennis Pataniczek, Ph.D.
Former Dean of the Seidel School of Education & Professional Studies
Salisbury University
(443) 783 – 4675
dapaniczek@gmail.com

Cathrene Connery, Ph.D.
Associate Chair, Department of Early & Elementary Education
Associate Professor, Literacy & Children's Literature
Salisbury University
(607) 280 - 5410
CCONNERY@salisbury.edu

James King, Ph.D.
Associate Professor, Department of English
Fulbright Ambassador
(410) 677-0154
jking@salisbury.edu

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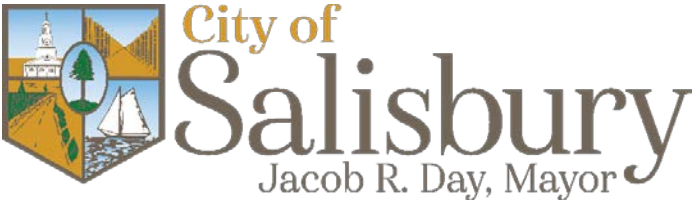
<u>Name</u>	<u>Term Ending</u>
Diallo Sessoms	June 2024

ATTEST:

John R. Heath
PRESIDENT, City Council

_____ day of _____, 2021

Jacob R. Day
MAYOR, City of Salisbury



COUNCIL AGENDA – Department of Procurement

June 14, 2021

Award of Bid(s)

1. ITB A-21-107 W.Isabella/Church St/On-Call Pipe Lining	\$198,748.50
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Declaration of Surplus

1. Salisbury Police Department – Duty Weapon	\$ 0.00
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City of Salisbury

Jacob R. Day, Mayor

To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: June 14, 2021
Subject: Award of Bids

The Department of Procurement received a request from the Department of Infrastructure and Development to solicit bids from qualified vendors for the following procurement:

ITB A-21-107 West Isabella/Church Street Pipe Lining and On-Call Pipe Lining

- Scope of Work: Lining of sanitary sewer on West Isabella Street, lining of storm water pipe on Church Street, and on-call pipe lining services
- Bid date: March 15, 2021
- Bid opening: April 15, 2021
- Total bids received: 9
- Lowest responsive & responsible bidder: Standard Pipe Services, LLC (Newark, DE)
- Cost (excluding IDIQ work): \$198,748.50
- GL Account(s): 97010-513026-55023 and 95001-513026-48064
- Notes:
 - Includes an Indefinite Delivery, Indefinite Quantity portion of the contract with a renewal clause (up to two additional 1-yr. terms); orders placed for IDIQ services as needed

The City followed required bidding practices by publicly posting the solicitation on the City of Salisbury's Procurement Portal and the State of Maryland's procurement website, eMaryland Marketplace Advantage. The departmental memo provides further details.

The Department of Procurement hereby requests Council's approval to award this contract to the lowest responsive and responsible bidder as indicated.



City of
Salisbury
Jacob R. Day, Mayor

To: Jennifer Miller, Director of Procurement
From: Amanda H. Pollack, Director of Infrastructure & Development *AP*
Date: April 20, 2021
Re: ITB A-21-107 West Isabella / Church Street Pipe Lining and On Call Pipe Lining

The Department of Infrastructure and Development recently worked with the Department of Procurement to advertise an Invitation to Bid for the West Isabella / Church Street Pipe Lining and On Call Pipe Lining. The project includes the lining rehabilitation of a 15" Sanitary Sewer Line and a 12" Stormwater Line. The sewer runs from Route 50 to West Isabella Street and the stormwater main runs along Church Street from Naylor Street to East Isabella Street. The bid also includes unit prices for additional pipe lining that can be performed on an annual basis.

Nine (9) vendors submitted bids by the due date of April 15, 2021. The bids are summarized below. Each schedule represents the different pipelines; Schedule A is the West Isabella sewer and Schedule B is the Church Street stormwater. Standard Pipe Services, LLC were found to be the lowest responsive and responsible bidder with a total base bid of \$121,502.50 for Schedule A and a total bid of \$74,986.00 for Schedule B bid items.

Bidder	Schedule A (Sewer)	Schedule B (Stormwater)	Add alternates	Total
Standard Pipe Services, LLC	\$121,502.50	\$74,986.00	\$2,260.00	\$198,748.50
IPR Northeast	\$125,862.00	\$84,689.50	\$24,354.00	\$234,905.50
Aegion/Insituform Technologies	\$142,912.95	\$93,861.28	\$6,790.00	\$243,564.23
SAK Construction, LLC	\$154,674.00	\$94,934.00	\$6,574.00	\$256,182.20
Granite Inliner, LLC	\$152,403.50	\$87,358.00	\$33,016.92	\$272,778.42
Pleasants Construction, Inc.	\$184,640.86	\$100,578.23	\$8,156.77	\$293,375.86
Vortex Services LLC	\$192,218.75	\$94,092.00	\$8,430.00	\$294,740.75
Hugh Humphrey	\$189,820.00	\$120,098.00	\$2,270.00	\$312,188.00
AM-Liner East, Inc.	\$213,765.00	\$148,064.00	\$13,216.00	\$375,045.00

Standard Pipe Services, LLC is the lowest responsive and responsible bidder. The Department of Infrastructure and Development called references and received positive feedback. The Department of Infrastructure and Development recommends awarding contract ITB A-21-107 to Standard Pipe Services LLC in the amount of \$198,748.50. Funds are available in the following accounts:

97010-513026-55023 \$122,632.50
95001-513026-48064 \$76,116.00

Amanda H Pollack

Amanda H. Pollack, P.E.
Director of Infrastructure & Development

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



City of Salisbury

Jacob R. Day, Mayor

To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: June 14, 2021
Subject: Declaration of Surplus
Salisbury Police Department – Duty Weapon

The Department of Procurement received a request from the Salisbury Police Department to declare the following handgun surplus:

- Glock .45 Caliber Handgun, Model 21 – Serial BFRA643

Upon declaration of surplus, as approved by the Council, the aforementioned handgun will be given to retiring police officer, MPO Lisa Perdue, as a retirement gift.



City of
Salisbury
Salisbury Police Department

DATE: May 12, 2021

TO: Jennifer Miller
Director - Procurement

FROM: Mpo B. Tucker #1190

SUBJECT: SURPLUS WEAPONS – MPO L. PERDUE

The Salisbury Police Department has a history of giving retiring Police Officers their duty weapon as a retirement gift. Therefore, I request permission to send the appropriate paperwork to the Purchasing Agent to declare, as surplus, one Glock Auto Pistol, 45 Caliber Model 21 Gen 4 with serial number BFRA643 for Mpo L. Perdue retired from the Salisbury Police Department on May 31, 2020. This weapon is valued at \$479.00.

Respectfully Submitted,

MPO B. (Tucker) 1193

Mpo B. Tucker
Quartermasters Office
Administrative Division


Approved:

Chief Barbara Duncan
Chief of Police





City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development 
Date: May 21, 2021
Re: Resolution for land swap / property line adjustment with Roof Service of Delmarva, LLC at 116 W. Chestnut Street

The Department of Infrastructure and Development has received a request for a land swap with Roof Service of Delmarva, LLC for property at 116 W. Chestnut Street. Attached is an Agreement with an Exhibit showing the properties. The perimeter of Roof Service's property is shown by a light blue line on the attached Exhibit A. The boundary of City parking lot 13 is outlined in yellow on the exhibit.

Roof Service wants to erect fencing/gates around its property to secure the premises and set it up for its intended business uses, including storage of materials and parking of vehicles. Full utilization of Roof Service's property would effectively block ingress and egress to and from the 14' Alley via the 22' Street.

The proposed solution is a swap of land between Roof Service and the City of Salisbury. Per the exhibit, the area in yellow hatch lines is a 2,104 sq. ft. parcel Roof Service would propose to convey to the City (subject to an easement for Roof Service to access the 22' Street), in exchange for the City conveying to Roof Service the rectangular parcel depicted in light blue cross hatching, 5,375 sq. ft. in size, along the west side of the existing concrete median.

The City Swap parcel is essentially unusable space for the City since it is too narrow to effectively use in its present configuration. The City would need to demolish the existing concrete median and reconfigure the lot to try to gain additional parking spaces on the site. Based on the shape and configuration, it is not practical and would not gain significant parking. Conveying the City Swap Parcel makes Roof Service's Parcel more functional and creates a better configuration for parking its business vehicles, therefore we support this request.

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

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WHEREAS, the City of Salisbury (the “**City**”) is the fee simple owner of all that certain real property identified as Map 107, Parcel 0994 (Maryland Tax Account No. 09-062122), located at W. 1st Street, Salisbury, Maryland 21801 (the “**COS Parcel**”); and

WHEREAS, to utilize the RSOD Parcel for fenced storage, Roof Service has requested the City enter into an Agreement to Swap Property (the “**Agreement**”) with Roof Service, providing for the City’s conveyance of a portion of the COS Parcel to Roof Service and Roof Service’s conveyance of a portion of the RSOD Parcel to the City (said conveyances are hereinafter referred to collectively as the “**Land Swap**”), as particularly shown on the Sketch Plat attached to and incorporated within the Agreement as “**Exhibit A**”, subject to the terms and conditions set forth in the Agreement (a copy of the Agreement, which is the subject of this Resolution, is attached hereto and incorporated herein as **Exhibit 1**); and

WHEREAS, the City of Salisbury does not object to the Land Swap as provided in the Agreement, upon settlement on the conveyances contemplated thereunder, will result in the adjustment of the survey lines for each of the ROSD Parcel and the COS Parcel, as more particularly shown on “Exhibit A” attached hereto and incorporated by reference into the Agreement; and

WHEREAS, the Land Swap, as provided in the Agreement attached hereto and incorporated herein **Exhibit 1**, and the adjustment of the boundary lines for the RSOD Parcel and the COS Parcel resulting therefrom, will allow each of Roof Service and the City to continue the use of their respective properties and premises; and **WHEREAS**, the parties agree to resolve any issue(s) the parties may have regarding the boundary lines of the RSOD Parcel and the COS Parcel and/or each party's use of their respective property; and

WHEREAS, pursuant to the terms and conditions contained in the Agreement, attached hereto and incorporated herein as **Exhibit 1**, Roof Service shall be responsible for the payment of all costs and expenses arising from or associated with the Land Swap, including, but not limited to, the preparation and/or filing of a subdivision plat, all deeds and any other documents necessary to effectuate the Land Swap;

45 **WHEREAS**, any and all documents and plats prepared for, or in connection with, the Land Swap
46 shall be reviewed and approved by the City Solicitor prior to the Mayor's execution thereof on behalf of
47 the City.
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49 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
50 **SALISBURY, MARYLAND**, as follows:

51 **Section 1.** The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, that
52 certain Agreement to Swap Property, by and between Roof Service of Delmarva, LLC and the City of
53 Salisbury, Maryland, attached hereto and incorporated herein as **Exhibit 1** (the "**Agreement**").

54 **Section 2.** Any and all documents and/or plats prepared by Roof Service of Delmarva, LLC for
55 purposes of, or in connection with, the conveyances of real property contemplated by the Agreement shall
56 be reviewed and approved by the City Solicitor prior to the execution thereof by the Mayor on behalf of the
57 City of Salisbury.

58 **Section 3.** The Mayor, or his designated representative, is hereby authorized to take, on behalf of
59 the City of Salisbury, all such actions, including the negotiation, execution and/or delivery of all deeds,
60 settlement sheets or any other ancillary documents, as may be necessary to complete the transactions
61 contemplated by the terms of the Agreement.
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63 **THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the
64 Council of the City of Salisbury held on this ____ day of _____, 2021 and is to become effective
65 immediately upon adoption.
66

67 **ATTEST:**
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71 _____
72 **Kimberly R. Nichols, City Clerk**
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John R. Heath, City Council President

75 Approved by me, this ____ day of _____, 2021.
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80 _____
81 **Jacob R. Day, Mayor**

AGREEMENT TO SWAP PROPERTY ("Agreement"), made this _____ day of _____, 2021, by and between **Roof Service of Delmarva, LLC**, a Maryland limited liability company (hereinafter, "RSD") and **City of Salisbury, Maryland**, a body politic and corporate of the State of Maryland (hereinafter, the "City") (sometimes, collectively, the "Parties");

WHEREAS, in order to resolve some configuration and traffic flow issues and benefit their respective properties, RSD and the City have agreed to swap certain portions of their respective properties;

WHEREAS, the creation of the separate parcels that the Parties intend to swap (collectively, the "Swap Parcels") will require certain subdivision work and the creation of a recordable plat depicting the exact boundaries of the Swap Parcels (the "Subdivision Work");

WHEREAS, the Swap Parcels are generally depicted on **Exhibit A** hereto, the yellow parcel (2,104± sq. ft.) to be conveyed to the City (the "City Parcel"); and the light blue parcel (5,375± sq. ft.) to be conveyed to RSD (the "RSD Parcel");

WHEREAS, RSD has agreed to pay the cost of the Subdivision work in order to facilitate the Parties' Agreement; and

WHEREAS, the Parties have reached certain other related agreements;

NOW, THEREFORE, in consideration of the premises including the recitals hereof, the Parties agree as follows:

1. Subdivision Work. RSD shall proceed diligently with the Subdivision Work needed to create legally transferrable parcels corresponding to the Swap Parcels. The City agrees, albeit at no extra cost to the City, to cooperate with the Subdivision Work.

2. Property Swap. Upon the completion of the Subdivision Work, RSD shall schedule with the City settlement of the exchange of the Swap Parcels. RSD shall prepare for the City's review the deed required to accomplish the property exchange, and shall pay all costs directly associated with preparing and recording such deed.

3. Easement And Other Agreements. RSD shall retain a permanent easement over and across the City Parcel for ingress, egress and regress to and from the 22' Street and Lemmon Hill Lane as depicted on Exhibit A. The City, following the property swap, shall be responsible for maintenance of the City Parcel.

4. Enforcement; Successors Bound. This Agreement shall be specifically enforceable by either Party according to its terms. It shall be binding upon the Parties' respective successors, legal representatives and assigns.

AS WITNESS, the authorized agents or offices of the Parties as of the day and year above written:

ATTEST:

ROOF SERVICE OF DELMARVA, LLC

By: _____
Timo Rajala, Managing Member

CITY OF SALISBURY

By: _____
Jacob R. Day, Mayor
City of Salisbury

STATE OF MARYLAND
COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, the undersigned officer personally appeared, **Timo Rajala**, who acknowledged himself to be Managing Member of Roof **Service of Delmarva, LLC**, a Maryland limited liability company, and that he, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Roof Service of Delmarva, LLC by himself as such Managing Member.

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

Notary Public

My Commission Expires

STATE OF MARYLAND
COUNTY OF _____;

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, a Notary Public of the State of Maryland, personally appeared **Jacob R. Day** who acknowledged himself to be the Mayor of the City of Salisbury and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Salisbury by himself as such officer.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:



EXHIBIT A



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: May 26, 2021
Re: Faith Baptist Church Annexation Agreement

The Faith Baptist Church Re-stated Annexation Agreement was discussed at the May 17, 2021 work session. The terms of the attached agreement have not been modified since the meeting. The agreement has been executed by the property owners.

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

Memorandum

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

From: Michael P. Sullivan

Date: 5/10/2021

Re: *Faith Baptist Annexation – Development Assessments under Proposed Amended & Restated Annexation Agreement*

Review of Request for Amended & Restated Annexation Agreement:

In February 2007, the City of Salisbury (the “**City**”) approved the annexation of approximately 44.38 acres of property located on Dagsboro Road adjacent to the Faith Baptist Church, being all that same real property more particularly identified as Map 0021, Parcel 0184, Map 0021, Parcel 0040 and Map 0021, Parcel 0182 (collectively the “**Annexed Property**”). The Petition for Annexation was submitted by Faith Baptist Church of Salisbury, Maryland (“**Faith Baptist**”) and a third-party land developer Vernon Esham Land Development, Inc. (“**Esham**”). Currently: Parcel 182 is owned exclusively by Faith Baptist; and, Parcel 184 and Parcel 40 is owned by Faith Baptist and Jeffrey L. Clemens and Kelly B. Clemens (collectively the “**Clemens**”) as tenants in common with the right of survivorship (with respect to Parcel 184 and Parcel 40, Faith Baptist holds a 93% ownership interest in each property and the Clemens hold the remaining 7% ownership interest in each property).

The Annexed Property was originally planned for intensive residential development. To facilitate such development, municipal water and wastewater service was required; and, the demand for public utilities necessary to serve the proposed project led Faith Baptist to seek the City’s annexation of the Annexed Property.

As with any other annexation, the City’s annexation of the Annexed Property was conditioned upon the execution of an Annexation Agreement providing the terms and conditions governing the City’s annexation of the Annexed Property. An Annexation Agreement, dated February, 2007, was entered into by Faith Baptist, Esham and the City and was recorded with the Land Records of Wicomico County at Liber 2828, folio 457 (the “**Original Agreement**”) (A copy of the Original Agreement is attached for your review). About one year after the City had annexed the Annexed Property, the real estate market bottomed-out and development of the Annexed Property, as had been proposed, was infeasible. Consequently, the Annexed Property did not get developed as intended originally and the property has remained unimproved since its annexation 12+ years ago. Pursuant to the terms contained in Section 6 of the Original Agreement, no taxes on the Annexed Property have been paid to the City.¹

In the Summer of 2020, representatives for Faith Baptist approached the City’s Administration about the status of the Annexed Property and requested the City revisit the Original Agreement. Despite the improved real estate market, Faith Baptist expressed to the City that the terms of the Original Agreement made development of the Annexed Property infeasible. A review of the Original Agreement indicated there were several significant obligations imposed by the City thereunder that not only would make development of the Annexed Property infeasible but are also inconsistent with the type of obligations the City currently imposes upon property owners requesting annexation. Accordingly, the parties agreed to pursue an Amended and Restated Annexation Agreement that would serve and

¹ The terms contained in Section 6 of the Original Agreement have been amended and are now set forth in Section 4(b) of the Amended Agreement.

protect the City's interests with respect to annexing such a large tract of land and providing municipal service to it, while also creating a feasible pathway for developing the Annexed Property, whether by Faith Baptist or a third-party buyer of the land.

Moving Forward:

Faith Baptist has identified the terms governing the "Development Assessments" due the City under Sections 7(F) and 7(G) of the Original Agreement as particularly making development of the Annexed Property infeasible.² The \$399,920.00 Development Assessment proposed under the Amended Agreement represents a significant reduction in the development assessments and related fees required under the Original Agreement currently in effect. Likewise, overall, the terms proposed under the Amended Agreement reflect a recognition of the challenges the Original Agreement unintentionally created for future development of the Annexed Property thirteen years after the parties executed the document

City staff agrees with Faith Baptist that development of the Annexed Property is the ultimate goal for all parties involved, including the community at large. Accordingly, to facilitate development of the Annexed Property, while also recognizing the impact the Development Assessments provided in the Original Agreement and revised under the Amended Agreement have on the feasibility and marketability of any potential development of the land, below is a proposal for the City consideration's that focuses on incentivizing development of the Annexed Property in return for forgiveness of the Development Assessment:

Faith Baptist has indicated it has no intentions to sell the property identified as Parcel 182 for development. Therefore, the Section 8(c) of the Amended Agreement which governs payment of the Development Assessments only pertains to the "**Development Property**" (i.e. Parcel 184 and Parcel 40). Section 8(c)(i) of the Amended Agreement provides a sliding scale for payment of the Development Assessments based on development of the Annexed Property. For example: Using the amount \$399,920.00 as the amount of the Development Assessment due from the Owner (as defined in the Amended Agreement) of the Development Property, payment of such Development Assessment would be proportionately forgiven based on the Owner of the Development Property meeting certain development milestones as follows:

- Within 12 months from the execution of the Amended Agreement, the Owner of the Development Property (at such time) must make payment to the City in amount of \$99,980.000.
- Within 18 months from the execution of the Amended Agreement, the Owner of the Development Property will submit a comprehensive development plan to the City which depicts the development plans for all buildable space on the Development Property.
- Provided not less than one-third of all buildable space on the Annexed Property is developed for use, such that a building permit has been issued for such work within thirty-six (36) months following the execution of the Amended Agreement, the City shall waive payment of one-quarter of the Development Assessment (i.e. \$99,980.00). If this condition is not met, payment to the City in the amount of \$99,980.00 shall be due and owing from the Owner of the Development Property (or its successor-in-interest) on the 3rd anniversary of the execution of the Amended Agreement.

² Section 7 of the Original Agreement provides the fees to be paid to the City in connection with annexation and development of the Annexed Property, which are summarized as follows:

1. The terms contained in Section 7(F) of the Original Agreement provide in pertinent part: "The Developer agrees to pay a development assessment of \$3,000.00 per dwelling unit..."
2. The terms contained in Section 7(G) of the Original Agreement provide in pertinent part: "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."

May 10, 2021

- Provided not less than two-thirds of all buildable space on the Annexed Property is developed for use, such that a building permit has been issued for such work within forty-eight (48) months following the execution of the Amended Agreement, the City shall waive payment of an additional one-quarter of the Development Assessment (i.e. \$99,980.00, such that the City will have waived payment in the total amount of \$199,960.00). If this condition is not met, payment to the City in the amount of \$99,980.00 shall be due and owing from the Owner of the Development Property (or its successor-in-interest) on the 4th anniversary of the execution of the Amended Agreement.
- Provided all buildable space on the Annexed Property is developed for use, such that a building permit has been issued for such work, within seventy-two (72) months following the execution of the Amended Agreement, the City shall waive payment of the final one-quarter of the Development Assessment (i.e. \$99,980.00, such that the City will have waived payment in the total amount of \$299,940.00). If this condition is not met, payment to the City in the amount of \$99,980.00 shall be due and owing from the Owner of the Development Property, at such time, on the 6th anniversary of the execution of the Amended Agreement, and no building permit for development of the Development Property may be issued until any and all amount(s) of the Development Assessment have been paid to the City.

Development of the Annexed Property is in the long-term fiscal interests of the City, as improvements to the Annexed Property will result in higher assessments and, consequently, a significant increase in the amount of revenue the City collects from the (currently unimproved) Annexed Property. Connecting payment of the Development Assessment to the completion of development milestones is as close to a win-win for the City and the Petitioners (as defined in the Amended Agreement) as available. If the development milestones set forth in Section 8(c) of the Amended Agreement are met: the Owner of the Development Property can avoid paying some or all of the Development Assessment; and, likewise, the City's interests are served because the Development Property is fully (or at least partially) developed and the revenue generated from tax assessments imposed on the Annexed Property (including the Development Property) are increased, thereby off-setting any revenue lost from the City's conditional waiver of the Development Assessment.

Thank you for your time and consideration of this matter. It is greatly appreciated.

Michael P. Sullivan

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RESOLUTION NO. 3110

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO, ON BEHALF OF THE CITY OF SALISBURY, AN AMENDED AND RESTATED ANNEXATION AGREEMENT WITH THE FAITH BAPTIST CHURCH OF SALISBURY, MARYLAND AND JEFFREY L. CLEMENS AND KELLY B. CLEMENS, SETTING FORTH THE TERMS AND CONDITIONS GOVERNING THE ANNEXATION AND DEVELOPMENT OF ALL THAT CERTAIN REAL PROPERTY IDENTIFIED AS: (i) MAP 0021, GRID 0019, PARCEL 0184; (ii) MAP 0021, GRID 0019, PARCEL 0040; AND (iii) MAP 0021, GRID 0019, PARCEL 0182.

WHEREAS, pursuant to Resolution No. 1466, dated February 12, 2007, the Council of the City of Salisbury (the “**Council**”) approved the City’s annexation of all that certain real property identified as: (i) Map 0021, Grid 0019, Parcel 0184 (Maryland Account Identifier (“**SDAT Account No.**”) 05-091470), consisting of 25.1800 acres more or less, having a premises address of Dagsboro Road, Salisbury, Maryland 21804 (“**Parcel 184**”); (ii) Map 0021, Grid 0019, Parcel 0040 (SDAT Account No. 05-121027), consisting of 4.1300 acres more or less, having a premises address of 30505 Dagsboro Road, Salisbury, Maryland 21804 (“**Parcel 40**”); and (iii) Map 0021, Grid 0019, Parcel 0182 (SDAT Account No. 05-090431), consisting of 15.07 acres more or less, having a premises address of 30505 Dagsboro Road, Salisbury, Maryland 21804 (“**Parcel 182**”) (Parcel 184, Parcel 40 and Parcel 182 are hereinafter referred to collectively as the “**Annexed Property**”); and

WHEREAS, as a condition of the City’s annexation of the Annexed Property as aforesaid, the City and The Faith Baptist Church of Salisbury, Maryland and Vernon Esham Land Development, Inc. (constituting the owners of the Annexed Property at such time) entered into an Annexation Agreement, dated February 5, 2007 and recorded among the Land Records of Wicomico County in Liber 2828, Folio 457 (the “**Original Agreement**”), which set forth the terms and conditions governing the annexation of the Annexed Property and the development thereof; and

WHEREAS, The Faith Baptist Church of Salisbury, Maryland and Jeffrey L. Clemens and Kelly B. Clemens, constituting the owners of the Annexed Property as of the date and year of this Resolution (collectively “**Petitioners**”), desire to sell Parcel 184 and Parcel 40 to a third-party buyer for development of the such property, however, due to changes in the market occurring since the date of the Original Agreement, the City and Petitioners have determined the terms and conditions set forth in the Original Agreement make such sale and development of Parcel 184 and Parcel 40 infeasible; and

WHEREAS, the City, pursuant to the authority contained in the MD Code, Local Government, Section 4-101, et seq., and Petitioners have agreed to amend the terms and conditions contained in the Original Agreement as more particularly set forth in the Amended and Restated Annexation Agreement (the “**Amended Agreement**”) attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, by this Resolution, the Council hereby approves the Amended Agreement (attached hereto and incorporated herein as **Exhibit A**) and hereby authorizes the Mayor’s execution thereof on behalf of the City, and, upon the Mayor’s execution of the Amended Agreement, all of the terms set forth in the Amended Agreement shall be deemed and otherwise construed to supersede and replace the Original Agreement.

47 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
48 **SALISBURY, MARYLAND**, as follows:

49 **Section 1.** The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, that
50 certain Amended and Restated Annexation Agreement, by and between the City of Salisbury and The Faith
51 Baptist Church of Salisbury, Maryland and Jeffrey L. Clemens and Kelly B. Clemens, attached hereto and
52 incorporated herein as **Exhibit A** (the “**Amended Agreement**”).

53 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
54 of this Resolution shall be deemed independent of all other provisions herein.

55 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
56 section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid,
57 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
58 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
59 provisions of this Resolution shall remain and shall be deemed valid and enforceable.

60 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Resolution as
61 if such recitals were specifically set forth at length in this Section 4.

62 **THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the
63 Council of the City of Salisbury held on this ____ day of June 2021 and is to become effective immediately
64 upon adoption.

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66 **ATTEST:**

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70 _____
71 **Kimberly R. Nichols, City Clerk**

70 _____
71 **John R. Heath, City Council President**

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74 Approved by me, this _____ day of _____, 2021.

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77 _____
78 **Jacob R. Day, Mayor**
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Faith Baptist Church/Martins Mill Annexation – Dagsboro Road

AMENDED AND RESTATED ANNEXATION AGREEMENT

THIS AMENDED AND RESTATED ANNEXATION AGREEMENT (“Agreement”) is made this ____ day of _____, 2021, by and between the ***City of Salisbury***, a municipal corporation of the State of Maryland (the “**City**”) and ***The Faith Baptist Church of Salisbury, Maryland***, a body corporate of the State of Maryland (“**Faith Baptist**”), with a principal office address of 108 W. Lehigh Ave., Salisbury, Maryland, and ***Jeffrey L. Clemens and Kelly B. Clemens*** (collectively the “**Clemens**”), with an address of 272 Hunsberger Lane, Harleysville, PA 19438 (Faith Baptist and the Clemens are hereinafter referred to collectively as “**Petitioners**”), (the City and Petitioners are hereinafter referred to collectively as the “**Parties**”).

RECITALS

WHEREAS, for purposes of this Agreement, the term “**Owner**” shall be deemed to include (i) each of Petitioners, (ii) each and every subsidiary, successor-in-interest and/or assign of each of Petitioners and (iii) each of and every successor-in-interest, transferee, assignee and/or grantee of any right, title and/or interest of either of Petitioners and/or each of their successors and/or assigns in and to the Property or any portion thereof, such that this Agreement, and all of the terms and conditions set forth herein, shall apply to, be binding in all respects upon and inure to the benefit of each and every successor-in-interest and/or assign of Petitioners, as the case may be;

WHEREAS, Owner owns all that certain real property identified as Map 0021, Grid 0019, Parcel 0184 (Maryland Account Identifier (“**SDAT Account No.**”) 05-091470), consisting of 25.1800 acres more or less, having a premises address of Dagsboro Road, Salisbury, Maryland 21804 (“**Parcel 184**”), pursuant to a Deed, dated September May 7 , 2008 and recorded among the Land Records of Wicomico County, Maryland in Liber 2929, folio 057, from Faith Baptist to the Clemens, providing (i) the Clemens and Faith Baptist, as tenants in common with the right of survivorship, own a seven percent (7%) interest in and to Parcel 184, and (ii) Faith Baptist owns, in fee simple, an undivided ninety-three percent (93%) interest in and to Parcel 184;

WHEREAS, Owner owns all that certain real property identified as Map 0021, Grid 0019, Parcel 0040 (SDAT Account No. 05-121027), consisting of 4.1300 acres more or less, having a premises address of 30505 Dagsboro Road, Salisbury, Maryland 21804 (“**Parcel 40**”), pursuant to a Deed, dated September May 7 , 2008 and recorded among the Land Records of Wicomico County, Maryland in Liber 2929, folio 057, from Faith Baptist to the Clemens, providing (i) the Clemens and Faith Baptist, as tenants in common with the right of survivorship, own a seven percent (7%) interest in and to Parcel 40, and (ii) Faith Baptist owns, in fee simple, an undivided ninety-three percent (93%) interest in and to Parcel 40 (Parcel 184 and Parcel 40 are hereinafter referred to collectively as the “**Development Property**”);

WHEREAS, Faith Baptist owns, in fee simple, all that certain real property identified as Map 0021, Grid 0019, Parcel 0182 (SDAT Account No. 05-090431), consisting of 15.07 acres more or less, having a premises address of 30505 Dagsboro Road, Salisbury, Maryland 21804 (“**Parcel 182**”), pursuant to a Deed, dated June 26, 1980 by Walter I. Shockley and Hilda R. Shockley, his wife, and Richard E. Cullen and Charles W. Nelson, Jr., Trustees for Marva Production Credit Association to Faith Baptist, recorded among the Land Records of Wicomico County, Maryland in Liber 944, folio 209 (the Development Property and Parcel 182 are hereinafter referred to collectively as the “**Property**”);

WHEREAS, Faith Baptist and Vernon Esham Land Development, Inc. (“**Vernon**”), and the City entered into an Annexation Agreement, dated February 5, 2007 and recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. No. 2828, Folio 457 (the “**Original Agreement**”), setting forth the terms and conditions governing the City’s annexation of the Property;

WHEREAS, Petitioners desire to sell the Development Property to a third-party buyer for development of the Property, but, due to market changes from the date of the Original Agreement to the date hereof, the Parties have determined the terms and conditions set forth in the Original Agreement make the sale and development of the Property infeasible;

WHEREAS, in accordance with the foregoing, the Parties have agreed to amend the terms and conditions contained in the Original Agreement as set forth herein;

WHEREAS, pursuant to the authority contained in the Annotated Code of Maryland, Local Government Article, Section 4-101, *et seq.* Petitioners and the City have agreed to execute this Agreement, and the terms and conditions of this Agreement shall apply to the Development Property and Parcel 182, respectively, as set forth herein, and, by their execution of this Agreement, the Parties expressly acknowledge this Agreement, and all of the terms set forth herein, shall be deemed and otherwise construed, in all respects, to supersede and replace the Original Agreement effective the date hereof;

WHEREAS, by their execution of this Agreement, the Parties expressly acknowledge and agree that all terms and conditions set forth in this Agreement shall apply to and otherwise govern any purchaser of the Property and any portion thereof, as if such purchaser was named herein as “**Owner**”.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date upon which this Agreement is approved by majority vote of the City Council of the City of Salisbury (the “**City Council**”).

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

(a) When reviewing any development plan(s) submitted for or relating to the Property or any portion thereof, including, but not limited to, any Subdivision Plat subdividing the Property, the City of Salisbury-Wicomico County Planning Commission (the “**Planning Commission**”) and its associated staff, and the City, and all of its officials, employees, representatives, agents and consultants, shall be guided by the provisions of this Agreement, to ensure all matters addressed by this Agreement are implemented in accordance with the terms and conditions set forth herein. All approvals relating to the development and/or use of the Property or any portion thereof granted by any commission, board, body or agent of the City or any other government agency having jurisdiction over the Property and/or any development of any portion thereof, shall, to the fullest extent possible, comply with all terms and conditions of this Agreement.

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

3. **Warranties & Representations of Owner.**

(a) The execution of this Agreement shall constitute Owner’s express written consent to the terms of this Agreement which shall be deemed to run with and otherwise govern the Property and any portion(s) thereof as more particularly set forth herein, including any development and/or use of the Property or any portion(s) thereof, arising from the City’s annexation of the Property by Resolution No.1466 (the “**Annexation Resolution**”), adopted by the City Council of the City of Salisbury on February 12, 2007.

(b) Petitioners each represent and warrant to the City as follows: (i) Each of Petitioners have the full power and authority to execute this Agreement; (ii) Petitioners are the sole owners of Parcel 184 and Parcel 40, and Faith Baptist is the sole owner of Parcel 182, and, accordingly, Petitioners are the sole owners of all that certain real property constituting one hundred percent (100%) of the assessed value of the Property, as of the date and year first above written; and, (iii) to the best of each of Petitioners’ knowledge and belief there is no action pending against or

otherwise involving either of Petitioners and/or the Property which could affect, in any way whatsoever, Petitioners' right and authority to execute this Agreement and the performance of the obligations of any Owner hereunder.

4. Application of City Code and Charter; City Taxes.

(a) The Parties expressly acknowledge and agree, as of the effective date of the Annexation Resolution, the Property has been annexed by the City and, therefore, all provisions of the City of Salisbury Charter and the City Code have had (and shall continue to have) full force and effect as to all matters applicable or otherwise relating to the Property including the development and/or use of any portion thereof, except as otherwise expressly set forth herein. Subject to the terms set forth in Section 4(b), the Parties further expressly acknowledge and agree that, as of the effective date of the Annexation Resolution, the Property has been and shall remain subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

(b) Notwithstanding any term to the contrary set forth herein, the Parties expressly acknowledge and agree, as of the effective date of the Annexation Resolution and continuing through and until such time as the Petitioners convey the Development Property, or any portion thereof, to any third party or a subdivision plat for the Property is recorded with the Land Records of Wicomico County, Maryland, whichever event occurs first, the City shall withhold its right to collect property tax on the Property.

5. Municipal Zoning. The Parties acknowledge and agree that the Property is zoned by the City as R-10A Residential ("R-10A").

6. Municipal Services.

(a) Subject to the obligations of Owner under Sections 8(c)(i)-(iii), the City agrees to provide all necessary municipal services required for any Owner's development and/or use of the Property or portion thereof, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services generally available to residents of the City.

(b) With respect to the allocation of public water and/or wastewater capacity and services for the Property or any portion thereof, any such allocation shall be determined by the City pursuant to the City's allocation plans in effect at the time a request for public water and/or wastewater capacity and services is submitted by the Owner of such portion of the Property for which such capacity and services is requested in accordance with the City's applicable policies and procedures. Notwithstanding any term to the contrary set forth herein, Owner expressly acknowledges and agrees that no public water or wastewater capacity for any existing use(s) or any future development of the Property or portion(s) thereof shall be allocated or otherwise reserved by the City unless and until payment has been made to the City for all applicable capacity fee(s) for any such allocation of water and/or wastewater capacity and services in accordance with the applicable policies of the City existing at the time of such request. The payment to pay any capacity fee(s) or the connection of any portion of the Property to the City's water and/or wastewater systems shall be due to the City upon the earlier occurrence of: (i) Owner's election, at its discretion, to connect the Property, or any portion thereof, to the City's water and/or wastewater systems; or (ii) the issuance, by the Wicomico County Health Department or the Maryland Department of the Environment (as the case may be), of a final non-appealable order requiring the connection of any portion of the Property to the City's water and/or wastewater systems.

7. Standards & Criteria. Should any environmental, engineering or other similar standard or criteria expressly provided in this Agreement be exceeded by any local, state or federal law, regulation, rule, standard or authorized criteria enacted, promulgated, ordered or adopted following the date and year of this Agreement, such newer stricter law, regulation, rule, standard and/or authorized criteria shall govern the rights and obligations of the Parties hereunder.

8. Development Considerations.

(a) **Fees & Costs.** Petitioners, jointly and severally, expressly acknowledge and agree to pay the City for any and all fees, costs and/or expenses, including, but not limited to, any legal fees, planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement and the preparation of any other document(s) pertaining to the annexation of the Property, the publication of any public notice(s) for or in connection with the City's execution of this Agreement and/or the City's annexation of the Property, and/or any other matter relating to or arising from the City's preparation of this Agreement and/or the annexation of the Property, as determined by the

City in its sole discretion. The City shall invoice Faith Baptist for any costs to be paid by Petitioners under this Section 8(a), and Petitioners shall make payment of all amounts due and owing the City under this Section 8(a) within thirty (30) days from Faith Baptist's receipt of such invoice from the City.

(b) **Development of the Property.** The Property, and all portion(s) thereof, shall be developed in a manner that complies with all laws and regulations governing the development of property located within the City's R-10A Zoning District.

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

- (i) Subject to the terms and conditions contained in this Section 8(c)(i), Owner of the Development Property shall, jointly and severally (if applicable), pay a non-refundable development assessment to the City in the total amount of Three Hundred Ninety-Nine Thousand Nine Hundred Twenty Dollars and 00/100 (\$399,920.00) (the "**Development Assessment**"). The Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods within the City, or for any other purpose deemed necessary and appropriate by the City. The Development Assessment is in addition to and independent of: (A) any water and/or wastewater comprehensive connection charge(s), capacity fee(s) or any other assessment(s) charged, levied or otherwise imposed by the City in connection with any use or development of the Property or any portion thereof; (B) any impact fee(s) levied or imposed by Wicomico County or the City relating to any use or development of the Property or any portion thereof; and/or, (C) any other charge(s) or fee(s) the City may assess against Owner and/or the Property in accordance with this Agreement and/or any applicable law(s) or regulation(s) governing the development or use of the Property or any portion thereof.
- (ii) The Parties expressly acknowledge and agree Owner's payment of the Development Assessment as provided in this Section 8(c)(ii) represents a material part of the consideration to be received by the City hereunder, without which the City would not enter into this Agreement. The Development Assessment shall be paid by Owner to the City as follows:
 - (A) Within twelve (12) months from the date of this Agreement, Owner of the Development Property shall make payment to the City in the amount of Ninety-Nine Thousand Nine Hundred Eighty Dollars and 00/100 (\$99,980.00).
 - (B) Within eighteen (18) months from the date of this Agreement, Owner of the Development shall submit a comprehensive development plan to the City, which said comprehensive development plan shall depict the development plans for all buildable space on the Development Property.
 - (C) Provided not less than one-third of all buildable space on the Development Property is developed for use, such that a building permit has been issued for such work at any time prior to thirty-six (36) months from the date of this Agreement, the City shall waive payment of one-quarter of the Development Assessment (i.e. \$99,980.00). If this condition is not met, payment to the City in the amount of \$99,980.00 shall be due and owing from Owner of the Development Property thirty-six (36) months from the date of this Agreement (i.e. on the 3rd anniversary of the execution of this Agreement).
 - (C) Provided not less than two-thirds of all buildable space on the Development Property is developed for use, such that a building permit has been issued for such work at any time prior to forty-eight (48) months from the date of this Agreement, the City shall waive payment of an additional one-quarter of the Development Assessment (i.e. \$99,980.00). If this condition is not met, payment to the City in the amount of \$99,980.00 shall be due and owing from

Owner of Development Property forty-eight (48) months from the date of this Agreement (i.e. on the 4th anniversary of the execution of this Agreement).

- (D) Provided all buildable space on the Development Property is developed for use, such that a building permit has been issued for such work within seventy-two (72) months from the date of this Agreement, the City shall waive payment of the final one-quarter of the Development Assessment (i.e. \$99,980.00). If this condition is not met, payment to the City in the amount of \$99,980.00 shall be due and owing from Owner of the Development Property sixty (60) months from the date of this Agreement (i.e. on the 6th anniversary of the execution of this Agreement), and, thereafter, no building permit for development of the Annexed Property may be issued until any and all amount(s) of the Development Assessment have been paid to the City.
- (iii) In the event Owner fails to pay any portion of the Development Assessment in accordance with the terms and conditions set forth in Section 8(c)(ii)(A)-(D), the unpaid Development Assessment, or such unpaid portion, shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, the Development Assessment (or such portion(s) thereof due and owing the City in accordance with Section 8(c)(i)-(ii)), including all late charges incurred thereon (if any), shall be paid to the City prior to the issuance of a certificate of occupancy for any building or structure constructed at or developed on the Development Property.
- (d) **Public Utility Improvements & Extensions; Wastewater Service.**

 - (i) The Parties expressly acknowledge and agree the extension of public water and wastewater utilities will be necessary to meet the requirements for utility service provided to the Development Property and Parcel 182, respectively. Accordingly, at its sole cost and expense, Owner of the Development Property shall design and construct, or cause to be designed and constructed, such public water and wastewater utility extension(s), including, but not limited to, water main(s), sewer main(s), trunk line(s), fire hydrant(s), pump station(s) and any appurtenant facilities, necessary to serve the Development Property and Parcel 182, respectively, in accordance with all applicable City standards and specifications and subject to the approval of the Director of the City of Salisbury Department of Infrastructure and Development (the City's "**I&D Department**"). Owner further acknowledges and agrees the water and wastewater sewer utility facilities designed and constructed in accordance with this Section 8(d)(i) shall be sized in the manner and to the extent determined by the Director of the City's I&D Department.
 - (ii) The design and construction of the facilities required for the extension of the City's public water and wastewater utilities to serve the Development Property and Parcel 182, respectively, shall be governed by the terms and conditions of a Public Works Agreement by and between Owner of the Development Property and the City (the "**PWA**"). The PWA shall be executed by Owner of the Development Property and the City as soon as reasonably practicable following the Planning Commission's approval of any development plan for or relating to the Development Property, or any portion(s) thereof, including, but not limited to, any subdivision plat providing for the subdivision of the Development Property or any portion(s) thereof, and any such approval from the Planning Commission shall be expressly conditioned upon the Parties' execution of the PWA in accordance with the terms of this Section 8(d)(ii). Notwithstanding any term to the contrary set forth herein, no permit may be issued to Owner of the Development Property, or any party acting for or on such Owner's behalf, for any work associated or in connection with the development of the Development Property, or any portion

thereof, until the PWA is executed by the Owner of the Development Property and the City.

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

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

[Faith Baptist Church of Salisbury, Maryland and/or Jeffrey L. Clemens and Kelly B. Clemens]
c/o Robert Reinert
30505 Dagsboro Road
Salisbury, Maryland 21804

With a copy to:
Reena Patel, Esquire
Hearne & Bailey, P.A.
126 East Main Street
Salisbury, Maryland 21801

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

City of Salisbury
c/o Amanda H. Pollack, P.E., Director
Department of Infrastructure and Development
125 N. Division Street, Room 202
Salisbury, Maryland 21801

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

10. Future Uses of the Property. The Petitioners, on behalf of themselves and all Owners hereafter of the Property or any portion(s) thereof, expressly acknowledge and agree that, upon the effective date of this Agreement, any development or use of the Property or any portion thereof must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's R-10A Zoning District. Any development, subdivision and/or use of the Property, or any portion(s) thereof, shall be subject to, and must comply with, all applicable capacity fees and/or impact fees as established by the City and/or Wicomico County existing on the effective date of this Agreement, subject to any amendments thereto as may be adopted or promulgated, from time to time. The Parties expressly acknowledge and agree that neither this Agreement nor any of the terms set forth herein shall, in any way whatsoever, constitute or otherwise be construed as an approval by the City of any specific development at, upon or within the Property, or any portion(s) thereof, including any subdivision of the Property subsequent to the date and year first above written. Except as set forth in Section 4(b), the Parties further expressly acknowledge and agree that neither this Agreement nor any of its terms shall constitute or otherwise be construed as a waiver by the City of: any tax(es) levied or assessed by the City upon the Property or any portion(s) thereof; or, any fee(s), assessment(s) or charge(s) that may be imposed by the City, from time to time, arising from or in connection with any development or any use of the Property, or any portion(s) thereof, and/or any subdivision of the Property.

11. Miscellaneous Provisions.

(a) **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The Parties, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of the Maryland courts and to venue in Wicomico County, Maryland with respect to any matter arising from or in connection with this Agreement.

(b) **Scope of Agreement.** This Agreement is not intended to limit the exercise of any police power(s) of the City, nor is this Agreement intended to limit the operations of the City government or guarantee the outcome of any administrative process. Unless otherwise expressly set forth herein, this Agreement shall be subject to all properly enacted laws and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: (i) enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; (ii) enacted or adopted by the City as a result of a state or federal mandate; or, (iii) applicable to the Property and to similarly situated property located outside of the City in Wicomico County.

(c) **Entire Agreement.** This Agreement and all exhibits attached hereto constitutes the entire agreement and understanding of the Parties with respect to the transactions contemplated herein, and all prior negotiations, writings and understandings of the Parties relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

(d) **Waiver.** None of the terms or conditions of this Agreement may be waived, except if set forth in a writing signed by the party entitled to the benefit of the term(s) or condition(s) so waived; and, such waiver shall be effective only in the specific instance and for the specific purpose for which the waiver is given.

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

(f) **Modification.** Neither this Agreement nor any term contained herein may be waived, modified, amended, discharged or terminated except in a writing signed by the Parties.

(g) **Binding Effect.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any successor municipal authority of the City and all successor Owner(s) of record of the Property or any portion thereof.

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by any Owner to any purchaser of the Property or any portion(s) thereof, without the consent of the City or any of its elected officials, employees or agents; provided, however, any sale, transfer, assignment, gift or conveyance of the Property, or portion(s) thereof, shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 11(h), any Owner of the Property or portion(s) thereof shall not transfer, or pledge as security for any debt or obligation, any of its right(s), title and/or interest(s) in or to the Property or any portion(s) thereof without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions contained in this Agreement, as if such transferee or pledgee was a party to this Agreement, and each and every such Owner shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by such Owner.

(i) **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and/or assigns.

(j) **Recording of Agreement.** This Agreement, including all exhibits attached hereto (each of which is incorporated in this Agreement by this reference), shall be recorded among the Land Records of Wicomico County, the costs of which shall be paid by Petitioners. This Agreement and all terms and conditions contained herein

shall run with the Property, and all portions thereof, and shall be binding upon and inure to the benefit of the Parties and each and every of their respective heirs, personal representatives, successors, transferees and/or assigns.

(k) No Reliance. Each of the Parties, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by or relied upon any representation(s) or statement(s), whether express or implied, written or unwritten, made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

(l) Further Assurances. The Parties covenant and agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to give full effect to this Agreement.

(m) Severability. In the event any term, provision, covenant, agreement or portion of this Agreement, or his application to any person, entity or property, is adjudged invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

(n) Waiver of Jury Trial. The Parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counter-claim brought by a party hereto against the other party on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties to one another, and/or any claim, injury or damage arising from or consequent upon this Agreement.

(o) Remedies. In addition to each and every remedy now or hereafter existing at law or in equity, the Parties expressly agree that, each party shall have the right to enforce this Agreement by an action for specific performance against the other.

(p) Construction. This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Section headings are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Agreement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

(q) Time. Time is of the essence with respect to this Agreement and each and every provision hereof.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

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

ATTEST/WITNESS:

Theresa Ellen Zachell

James J. J. J. J.

James J. J. J. J.

"PETITIONERS":

"Faith Baptist"

Faith Baptist Church of Salisbury, Maryland, Inc.

By: Robert Reinert (Seal)
Robert Reinert, Authorized Officer

The "Clemens"

Jeffrey L. Clemens (Seal)
Jeffrey L. Clemens
Kelly B. Clemens (Seal)
Kelly B. Clemens

THE "CITY":

City of Salisbury, Maryland

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

STATE OF Maryland, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of May, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT REINERT, who acknowledged himself to be an Authorized Officer of FAITH BAPTIST CHURCH OF SALISBURY, MARYLAND, INC., and that he, as such Authorized Officer, being authorized so to do, executed the foregoing instrument on behalf of FAITH BAPTIST CHURCH OF SALISBURY, MARYLAND, INC. for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Theresa Ellen Zocholl
NOTARY PUBLIC
My Commission Expires: March 5, 2025



STATE OF South Carolina COUNTY OF Greenville TO WIT:

I HEREBY CERTIFY that on this 25 day of may, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JEFFREY L. CLEMENS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and he acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Janet Gibson
NOTARY PUBLIC
My Commission Expires: September 4, 2024

STATE OF South Carolina, COUNTY OF Greenville, TO WIT:

I HEREBY CERTIFY that on this 25 day of may, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared KELLY B. CLEMENS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and she acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Janet Gibson
NOTARY PUBLIC
My Commission Expires: September 4, 2024

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACOB R. DAY, who acknowledged himself to be the MAYOR of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICATION BY ATTORNEY

I hereby certify that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

Michael P. Sullivan, Esq.

INTER

OFFICE

MEMO

Department of Finance

To: Julia Glanz, City Administrator
From: Keith Cordrey, Director of Finance Department *KAC*
Subject: FY22 Budget Ordinances
Date: 04/21/2021

Please find attached the following Budget Ordinances:

FY22 Budget Ordinance

This ordinance establishes the appropriations necessary to operate the City during FY22. It also authorizes project and grant funding.

FY21 Water Sewer Rate Ordinance

This ordinance sets the Water and Sewer Rates for FY22. Water and Sewer Rates were increased by 6% from the previous year.

FY22 Fee Ordinances

This ordinance sets various fees for FY22.

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

AS AMENDED ON APRIL 26, 2021
ORDINANCE NO. 2660

**AN ORDINANCE APPROPRIATING THE NECESSARY FUNDS
FOR THE OPERATION OF THE GOVERNMENT AND
ADMINISTRATION OF THE CITY OF SALISBURY, MARYLAND
FOR THE PERIOD JULY 1, 2021 TO JUNE 30, 2022,
ESTABLISHING THE LEVY FOR THE GENERAL FUND FOR
THE SAME FISCAL PERIOD AND ESTABLISHING THE
APPROPRIATION FOR THE WATER AND SEWER, PARKING
AUTHORITY, CITY MARINA, AND STORM WATER FUNDS.**

BE IT ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule A – Operating Budget Appropriations are hereby appropriated for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022 to fund operations of the City of Salisbury, Maryland.

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

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

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

BE IT FURTHER ORDAINED that:

- 1) The tax levy be, and the same be hereby set, at \$.9832 per \$100 of assessed valuation of all real property, at \$3.51 per \$100 of assessed valuation for all personal property categorized as utilities, and at \$2.40 per \$100 of assessed valuation for all other personal property subject to taxation by the City of Salisbury for General Fund purposes, including debt service purposes (exclusive of revenues derived from the Water and Sewer Fund for debt service purposes attributed to water and sewer activities); and
- 2) All taxes levied by this ordinance shall be liens from and after July 1, 2021 and shall be due and payable as specified in Title 14 of the Tax Property article of the Annotated Code of Maryland, as amended.

46 AND BE IT FURTHER ORDAINED by the Salisbury City Council that a public hearing
47 on the proposed budget ordinance will be held at 6:00 PM on May 10, 2021 “via Zoom
48 Video Conference” ~~in Room 301 of the City/County Government Office Building, 125~~
49 ~~N. Division Street, Salisbury, Maryland.~~

50
51 AND BE IT FURTHER ORDAINED by the Salisbury City Council that this Ordinance
52 shall take effect upon final passage.
53

54 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of
55 the City of Salisbury held on the 26th day of April, 2021 and thereafter, a statement of the
56 substance of the Ordinance having been published as required by law, in the meantime, was
57 finally passed by the Council of the City of Salisbury on the _____ day of _____,
58 2021.
59

60
61 **ATTEST:**
62
63
64

65
66 _____
67 **Kimberly R. Nichols, City Clerk**
68

John R. Heath, City Council President

69
70 Approved by me, this _____ day of _____, 2021.
71
72
73
74

75 _____
76 **Jacob R. Day, Mayor**

Schedule A - Operating Budget Appropriations

1)	General Fund – for the general municipal purposes of the City of Salisbury:		
	City Council / City Clerk	261,232	261,232
	Mayor's Office/ Development Services	1,916,217	1,696,349
	Finance	826,559	828,998
	Procurement / Municipal Buildings	584,185	585,154
	City Attorney	360,000	360,000
	Information Technology	695,709	700,535
	Police	14,820,816	14,812,903
	Fire	9,326,694	9,291,234
	Housing and Community Development	1,433,835	1,308,361
	Infrastructure and Development	1,743,889	1,746,793
	Field Operations	8,026,943	8,208,552
	Debt Service & Other Uses	5,962,067	6,188,567
	Total	45,958,146	45,988,678
2)	Parking Authority Fund – for the special assessment district known as the Parking Authority		
	Total	839,803	845,843
3)	Water Sewer Fund - for operations of the water and sewer departments		
	Total	18,606,219	18,652,249
4)	Marina Fund – for the operations of the enterprise known as the City Marina		
	Total	86,851	86,851
5)	Storm Water Fund – for the operations of the enterprise known as the Storm Water Fund		
	Total	1,488,107	1,493,107
	Grand Total	66,979,126	\$ 67,066,728

Schedule B – Capital Project Appropriations (1 of 2) General Capital Projects

Project Description	Funding Source					
	Approved Amount	PayGO Gen Fund	PayGO Storm Water	Grants	Reallocation	FY 22 Bond
GOB Air Handler Replacement	178,750					178,750
GOB Security Enhancements	10,000	10,000				
Apparatus Replacement - Aerial Ladder	1,400,000					1,400,000
Exterior: Siding Repair and Painting Phase I	50,000	50,000				
Special Events Pavilions	120,000			120,000		
Field Operations Facility Plan - Phase 3 Garage	1,890,000					1,890,000
Street Light Additions and Replacement	25,000	25,000				
Bridge Maintenance - South Division Street Bridge	100,000	100,000				
Vision Zero- Crosswalk Program	12,500	12,500				
Vision Zero- Pedestrian Signal Program	25,000	25,000				
Skatepark Phase 2b	134,000			134,000		
Street Reconstuction (Milling and Paving)	45,000			45,000		
City Park Master Plan Improvements	400,000				400,000	
Bicycle Master Plan Improvements	475,000				475,000	
Urban Greenway Improvements	450,000				450,000	
Rail Trail Master Plan Implementation	300,000				300,000	
Downtown Street Scaping	600,000				218,674	381,326
Market Street Shoreline Improvements	330,000					330,000
MainStreet Master Plan	(1,843,674)				(1,843,674)	
Vision Zero - ADA Upgrades	50,000	50,000				
Vision Zero- Speed Awareness and Safety Program	12,500	12,500				
Vision Zero- Slow Zone Program	12,500	12,500				
Johnson Pond Dam Improvements	90,000		90,000			
Impervious Surface Reduction	100,000		100,000			
Stream Restoration along Beaverdam Creek	100,000		100,000			
Northwood and Brewington Branch Culvert	600,000		150,000		160,000	290,000
E MainStreet Drain at BU	(160,000)				(160,000)	
General Fund & Capital Projects	5,506,576	297,500	440,000	299,000	-	4,470,076

Schedule B – Capital Project Appropriations (2 of2)

Project	Approved Amount	Capital Projects - Funding Source					
		PayGO	Fed Recovery Grant	FY23 Bond DOOI	Impact Funds	Revolving Funds	Bond
<u>Water Sewer Capital Project Fund:</u>							
Fiber Backbone Expansion	225,000		225,000				
EnerGov Software & Implementation	-		-				
Restore Park Well Field	175,000		175,000				
Paleo Ground Storage Tank Painting	70,000		70,000				
Dump Truck	185,000		185,000				
Structural Study	150,000		150,000				
Replace Distribution Piping & Valves	100,000		50,797			49,203	
Sewer Infiltration and Inflow Remediation	500,000					500,000	
Filter Replacement Project	3,150,800			3,150,800			
Mini Excavator w/Trailer	60,000		60,000				
Pipe Line Inspection Camera	65,000		65,000				
FO WS Share III Service Center - Garage 25%	630,000		630,000				
FO WS Share II Service Center - Admin 25%	500,000		500,000				
Transfer to Revolving Fund	740,000				740,000		
Water Sewer Capital Project Fund Total >>	6,550,800	0	2,110,797	3,150,800	740,000	549,203	0

Notes:

(1) The above schedule authorizes transfer of \$740,000 from the Sewer Impact Fund to the Revolving Fund in order to fund maintenance projects.

Schedule C City Fiscal Year 2022 Appropriations for Grant-Funded Expenditures

Schedule C: City Fiscal Year 2022 Appropriations for Grant-Funded Expenditures										
Grant Name	Appropriation					Grant Dates		Funding		
	Funding by Grant			Funding by Grant Match		Start Date	End Date	Source	CFDA #	Dept/Agency
	Total	Prior Yrs	FY 2022	Amount	Account					
Comcast - Public, Educational & Governmental (PEG) Fees										
FY22 - PEG Fees from Comcast	68,000		68,000	N/A	N/A	7/1/2021	6/30/2022	Private	N/A	Comcast
Housing & Community Development Department										
FY22 - Homeless Solutions Program - Federal Funds (ESG)	20,000		20,000	N/A	N/A	7/1/2021	6/30/2022	Federal	14.231	DHCD
FY22 - Homeless Solutions Program - State Funds	25,000		25,000	N/A	N/A	7/1/2021	6/30/2022	State	N/A	DHCD
FY22 - Projects for Assistance in Transition from Homelessness (PATH)	30,000		30,000	N/A	N/A	7/1/2021	6/30/2022	Federal	93.150	SAMHSA
FY22 - State Revitalization Programs (SRP) - Community Legacy / Strategic Demolition	350,000		350,000	N/A	N/A	7/1/2021	6/30/2022	State	N/A	DHCD
FY21 - Community Development Block Grant (CDBG)	388,000		388,000	N/A	N/A	7/1/2021	N/A	Federal	14.218	HUD
FY19 - POS - Zoo Special Events Pavilion, Phase 1 / Bathroom Renovations (DNR - Wic. Co.)	90,000		90,000	10,000	91001-599120	7/1/2021	6/30/2022	State	N/A	DNR
FY22 - POS - Resurfacing of Existing Tennis Courts (DNR - Wic. Co.)	99,000		99,000	11,000	91001-599120	7/1/2021	6/30/2022	State	N/A	DNR
FY22 - POS - New Tennis Complex (DNR - Wic. Co.)	540,000		540,000	60,000	91001-599120	7/1/2021	6/30/2022	State	N/A	DNR
FY22 - CP&P - Salisbury Skatepark, Phase 2-B (Final)	170,200		170,200	6,000	91001-599120	7/1/2021	6/30/2022	State	N/A	DNR
FY22 - CP&P - Zoo Special Events Pavilion, Phase 2	172,357		172,357	N/A	N/A	7/1/2021	6/30/2022	State	N/A	DNR
				87,000						
Infrastructure & Development Department										
FY21 - MEA Maryland Smart Energy Communities (MSEC)	55,000		55,000	N/A	N/A	7/1/2021	6/30/2022	State	N/A	MEA /MSEC
FY22 - MD Dept. of Transportation - State Aid Funds	44,000		44,000	N/A	N/A	7/1/2021	6/30/2022	State	N/A	MDOT
FY22 - MD Critical Area Commission - Grant-In-Aid Funds	4,000		4,000	N/A	N/A	7/1/2021	6/30/2022	State	N/A	MCAC
FY22 - Chesapeake Bay Trust Green Streets, Green Jobs, Green Towns - Carroll Street	100,000		100,000	N/A	N/A	7/1/2021	6/30/2022	State	N/A	CBT
FY22 - MDOT Bikeways - Northwest Bikeways Phase 2	100,000		100,000	N/A	N/A	7/1/2021	6/30/2022	State	N/A	MDOT
FY22 - MDOT Bikeways - Eastern Shore Drive	322,000		322,000	64,400	31000-534318	7/1/2021	6/30/2022	State	N/A	MDOT
FY22 - MDOT Bikeways - Carroll Street	460,000		460,000	92,000	98119-513026-48048	7/1/2021	6/30/2022	State	N/A	MDOT
FY22 - MDOT Transportation Alternatives Program (TAP) - Rail Trail Phase 7B	722,523		722,523	180,631	98119-513026-48046	7/1/2021	6/30/2022	Federal	N/A	MDOT
Water Works Department										
FY21 - ENR O&M Grant - MDE Bay Restoration Fund (BRF)	255,000		255,000	N/A	N/A	7/1/2020	6/30/2022	State	N/A	MDE / BRF
Salisbury Fire Department										
FY20 - Staffing-Adequate Fire & Emergency Response (SAFER)	2,800,000		2,800,000	N/A	N/A	8/24/2021	8/24/2024	Federal	97.083	DHS / FEMA
Salisbury Police Department										
FY17, 18 & 19 - COPS Grant	250,000	250,000		N/A	N/A					
FY22 - Bulletproof Vest Partnership	25,000		25,000	N/A	N/A	10/1/2021	9/30/2023	Federal	16.607	Dept. of Justice
FY22 - MD Criminal Intelligence Network (MCIN)	300,000		300,000	30,000	91001-599121	7/1/2021	6/30/2022	State	N/A	GOCCP
FFY21 - Edward Byrne Memorial JAG	26,000		26,000	N/A	N/A	10/1/2021	9/30/2024	Federal	16.738	Dept. of Justice
FY22 - Gun Violence Reduction Initiative	30,000		30,000	3,500	91001-599121	7/1/2021	6/30/2022	State	N/A	GOCCP
FFY22 - MD Highway Safety Office - Impaired Driver (DUI)	6,000		6,000	5,084	91001-599121	10/1/2021	9/30/2022	Federal	20.616	US DOT / MHSO
FFY22 - MD Highway Safety Office - Aggressive Driver	4,000		4,000	3,398	91001-599121	10/1/2021	9/30/2022	Federal	20.600	US DOT / MHSO
FFY22 - MD Highway Safety Office - Distracted Driver	3,000		3,000	2,555	91001-599121	10/1/2021	9/30/2022	Federal	20.600	US DOT / MHSO
FY22 - Wicomico County Circuit Court - Drug Court	8,000		8,000	6,000	91001-599121	7/1/2021	6/30/2022	County	N/A	Circuit Court
FY22 - Exploring Predictive Policing w/ Machine Learning (BIAG / GOCCP)	100,000		100,000	N/A	N/A	7/1/2021	6/30/2022	State	N/A	GOCCP
FY22 - Police Recruitment & Retention Grant (PRAR / GOCCP)	24,000		24,000	N/A	N/A	7/1/2021	6/30/2022	State	N/A	GOCCP
FY18 - Wicomico County Adult Drug Treatment Court	443,469	443,469		N/A	N/A	1/1/2020	12/31/2022	Federal	16.585	Dept. of Justice
FFY22 - U.S. Marshals Program	20,000		20,000	16,430	91001-599121	10/1/2021	9/30/2022	Federal	16.111	US Marshals
Total	\$ 8,054,549	\$ 693,469	\$ 7,361,080	\$ 577,998						
Some of the Community Development grants will require an FY22 match totaling \$87,000, which will be transferred from account number 91001-599120										
The City's Housing First / Homeless Program will require a transfer from the General Fund in the amount of \$108,697, which will be transferred from account number 91001-599200										
Some of the Police Dept. grants will require an FY22 match, totaling \$66,967, which will be transferred from account number 91001-599121.										
The Infrastructure & Development Dept. has applied for a FY21 - MEA Maryland Smart Energy Communities (MSEC) grant. The match for this grant of \$11,000 will be covered by Traffic (Org 22000) in kind labor.										
One of the Infrastructure & Development Dept. grants will require an FY22 match, totaling \$64,400, which will be transferred from account number 31000-534318.										
One of the Infrastructure & Development Dept. grants will require an FY22 match, totaling \$92,000, which will be transferred from account number 98119-513026-48048.										
One of the Infrastructure & Development Dept. grants will require a match, totaling \$180,631, which is currently available in account number 98119-513026-48046.										
This schedule serves to appropriate funds up to the amount listed and authorize the Mayor to expend grant funds for these programs up to the appropriation amount. Accounts will only be budgeted up to the amount included in the award letter. Awards that exceed the appropriation amount will require further council action. This also serves to authorize the Mayor to enter into any necessary agreements, contracts, or memoranda.										

Schedule D- City Fiscal Year 2022 Additional Appropriations for Special Revenue Fund Expenditures

Org 10125 National Folk Festival Fund

Accocunt	FY22
Transfers from General	226,500
Beverage Sales	85,000
Merchandise Sales	4,500
Donations/Bucket Brigade	30,000
Vendor Revenue	9,600
Sponsorships	366,500
Grant	100,000
Revenue Total	822,100
Salary and Fringe	302,900
Operating	377,697
Dues	79,400
Merchandise	5,000
Miscellaneous	57,103
Expense Total	822,100

INTER

OFFICE

MEMO

Department of Finance

To: Julia Glanz, City Administrator
From: Keith Cordrey, Director of Finance
Subject: FY 2022 Water & Sewer Ordinance
Date: 3/29/2021

KAC

Please find attached a Budget Ordinance which sets the Water and Sewer Rates for FY2022. The rates will be effective for the bills dated 10/1/2021. The rates have been increased by 6% for FY2022.

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

1 AS AMENDED ON APRIL 26, 2021
2 ORDINANCE NO. 2661
3

4 AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO AMEND
5 WATER AND SEWER RATES TO INCREASE RATES BY 6% AND MAKING
6 SAID CHANGES EFFECTIVE FOR ALL BILLS DATED OCTOBER 1, 2021
7 AND THEREAFTER UNLESS AND UNTIL SUBSEQUENTLY REVISED OR
8 CHANGED.
9

10 RECITALS

11 WHEREAS, the water and sewer rates must be revised in accordance with the proposed Fiscal
12 Year 2022 Budget of the City of Salisbury and the appropriations thereby made and established for
13 purposes of the Water and Sewer Departments.
14

15 NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE
16 CITY OF SALISBURY THAT, the water and sewer rate schedule set forth herein shall be adopted as
17 follows:
18

19 Section 1.

20 A. Water and Sewer Rate Schedules:
21

22 Schedule I Metered Water Charges – In City Rates
23

24 Residential and Small Commercial

25 Minimum Charge \$22.45 ~~\$23.80~~/ quarter
26 Commodity Charge ~~\$3.35~~ \$3.55/ thousand gallons
27

28 Commercial

29 Customer Charge \$420.08 ~~\$445.29~~/ quarter
30 Commodity Charge ~~\$1.95~~ \$2.06/ thousand gallons
31

32 Large Commercial/Industrial

33 Customer Charge \$649.22 ~~\$688.17~~/ quarter
34 Commodity Charge ~~\$1.55~~ \$1.65/ thousand gallons
35

36 Schedule II Metered Water Charges – Outside City Rates
37

38 Residential and Small Commercial

39 Minimum Charge \$44.90 ~~\$47.60~~/ quarter
40 Commodity Charge ~~\$6.70~~ \$7.10/ thousand gallons
41

42 Commercial

43 Customer Charge \$840.17 ~~\$890.58~~/ quarter
44 Commodity Charge ~~\$3.90~~ \$4.14 /thousand gallons
45

46 Large Commercial/Industrial

47 Customer Charge \$1,298.45 ~~\$1,376.36~~/ quarter

48		Commodity Charge	\$3.14 \$3.33 /thousand gallons
49	Schedule III	Metered Water Charges – Wor-Wic Community College and Urban Service District	
50	Rates		
51			
52		Residential and Small Commercial	
53		Minimum Charge	\$33.66 \$35.68 / quarter
54		Commodity Charge	\$5.03 \$5.33 / thousand gallons
55			
56		Commercial	
57		Customer Charge	\$630.13 \$667.94 / quarter
58		Commodity Charge	\$2.92 \$3.10 / thousand gallons
59			
60		Large Commercial/Industrial	
61		Customer Charge	\$973.84 \$1,032.27 / quarter
62		Commodity Charge	\$2.35 \$2.49 / thousand gallons
63			
64	Schedule IV	Sewer Charges – In City Rates	
65			
66		Residential and Small Commercial	
67		Minimum Charge	\$55.45 \$58.77 / quarter
68		Commodity Charge	\$8.31 \$8.81 / thousand gallons
69			
70		Commercial	
71		Customer Charge	\$1,047.42 \$1,110.26 / quarter
72		Commodity Charge	\$4.84 \$5.13 / thousand gallons
73			
74		Large Commercial/Industrial	
75		Customer Charge	\$1,615.69 \$1,712.63 / quarter
76		Commodity Charge	\$3.87 \$4.10 / thousand gallons
77			
78	Schedule V	Sewer Charges – Outside City Rates	
79			
80		Residential and Small Commercial	
81		Minimum Charge	\$110.91 \$117.56 / quarter
82		Commodity Charge	\$16.64 \$17.63 thousand gallons
83			
84		Commercial	
85		Customer Charge	\$2,094.82 \$2,220.51 / quarter
86		Commodity Charge	\$9.65 \$10.23 / thousand gallons
87			
88		Large Commercial/Industrial	
89		Customer Charge	\$3,231.39 \$3,425.27 / quarter
90		Commodity Charge	\$7.76 \$8.23 / thousand gallons
91			
92			
93			
94			
95			

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

Residential and Small Commercial

Minimum Charge	\$83.18 \$88.17/ quarter
Commodity Charge	\$12.48 \$13.23/ thousand gallons

Commercial

Customer Charge	\$1,571.12 \$1,665.39/ quarter
Commodity Charge	\$7.23 \$7.66/ thousand gallons

Large Commercial/Industrial

Customer Charge	\$2,423.53 \$2,568.94/ quarter
Commodity Charge	\$5.83 \$6.18/ thousand gallons

Schedule VII Sewer Charges – Sewer Only Customers

Rate	Number of fixtures	Quarterly In City Rate	Quarterly Outside City Rate	Quarterly Urban Service District Rate
	1 One to two fixtures	\$70.92 \$75.17	\$141.84 \$150.35	\$106.38 \$112.77
	2 Three to five fixtures	\$106.38 \$112.77	\$212.77 \$225.54	\$159.57 \$169.15
	3 Six to twenty fixtures	\$152.90 \$162.07	\$305.79 \$324.14	\$229.34 \$243.10
	For every five fixtures over twenty	\$63.05 \$66.84	\$126.09 \$133.66	\$94.57 \$100.24

Schedule VIII Commercial and Industrial Activities

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

B. Definitions:

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

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

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

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

C. Calculation of Bills:

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

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

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, as follows:

Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 4. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.

Section 5. This Ordinance shall become effective with the bills dated October 1, 2021 and after.

Section 6. A public hearing on the proposed ordinance will be held at 6:00 PM on May 10, 2021 via Zoom Video Conference.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 26th day of April, 2021 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 of the City of Salisbury on the ____ day of _____, 2021.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

190 **ATTEST:**

191

192

193

194 _____
Kimberly R. Nichols, City Clerk

195

196

197 _____
John R. Heath, City Council President

198

199

200

201

Approved by me, this _____ day of _____, 2021.

Jacob R. Day, Mayor

INTER

OFFICE

MEMO

Department of Finance

To: Julia Glanz, City Administrator
From: Keith Cordrey, Director of Finance Department *KAC*
Subject: FY22 Fee Ordinance
Date: 04/21/2021

Please find attached the following Budget Ordinance:

FY22 Fee Ordinance

This ordinance sets various fees for FY22.

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

1 AS AMENDED ON APRIL 26, 2021
2 ORDINANCE NO. 2662

3
4 AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO SET FEES
5 FOR FISCAL YEAR 2022 AND THEREAFTER UNLESS AND UNTIL
6 SUBSEQUENTLY REVISED OR CHANGED.
7

8 RECITALS

9 WHEREAS, the fees charged by the City of Salisbury are reviewed and then revised in accordance
10 with the adoption of the Fiscal Year 2022 Budget of the City of Salisbury; and
11

12 WHEREAS, the fee amounts set forth in the "FY 2022 Fee Schedule" attached hereto and
13 incorporated herein as Exhibit 1, identify and list all fee amounts to be charged and otherwise assessed by
14 the City of Salisbury for the period of the Fiscal Year 2022, in accordance with the adoption of the Fiscal
15 Year 2022 Budget of the City of Salisbury; and
16

17 WHEREAS, some fee amounts to be charged and otherwise assessed by the City of Salisbury in
18 Fiscal Year 2022 may have been inadvertently omitted from the FY 2022 Fee Schedule attached hereto and
19 incorporated herein as Exhibit 1, and any fee amount not listed in the said FY 2022 Fee Schedule shall be
20 and remain the fee amount set forth in the City of Salisbury Municipal Code.
21

22 NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE
23 CITY OF SALISBURY as follows:
24

25 Section 1. The fee amounts set forth in the FY 2022 Fee Schedule (the "FY22 Fee Schedule")
26 attached hereto as Exhibit 1 and incorporated herein, as if fully set forth in this Section 1, are hereby adopted
27 by the Council of the City of Salisbury; and, furthermore, the fee amounts set forth in the FY22 Fee
28 Schedule shall supersede the corresponding fee amounts set forth in the City of Salisbury Municipal Code
29 until one or more of such fee amounts are subsequently amended.
30

31 BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF
32 SALISBURY, as follows:
33

34 Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision
35 of this Ordinance shall be deemed independent of all other provisions herein.
36

37 Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any
38 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,
39 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
40 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
41 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.
42

43 Section 4. The recitals set forth hereinabove are incorporated into this section of the Ordinance as
44 if such recitals were specifically set forth at length in this Section 4.
45

46 Section 5. This Ordinance shall become effective as of July 1, 2021.
47

48 Section 6. A public hearing on the proposed ordinance will be held at 6:00 PM on May 10,
49 2021 via Zoom Video Conference.

50 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
51 Salisbury held on the 26th day of April, 2021 and thereafter, a statement of the substance of the Ordinance
52 having been published as required by law, in the meantime, was finally passed by the Council of the City
53 of Salisbury on the _____ day of _____, 2021.
54

55
56 **ATTEST:**
57
58

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

_____ **John R. Heath, City Council President**

63
64 Approved by me, this _____ day of _____, 2021.
65
66

67 _____
68 **Jacob R. Day, Mayor**

EXHIBIT 1
“FY 2022 Fee Schedule”

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

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

Misc. Fees (by Finance)			
Return Check Fee	40		

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

EXHIBIT 1**“FY 2022 Fee Schedule”**

Filing Fee (City Council Candidates)	15	SC-8
Bankrupt, Fire and Close-out sales	5	Per month, Renewal – \$50/month, Per code 5.16.010

Landlord Licenses and Other Misc. fees (by the HCDD Department)		
Landlord License Fee 1st Year		Per Code 15.26.050
If paid within 60 days	120	
If paid by between 61-150 days	185	
If paid after 150 days	315	
Landlord License Unit Registration 1st Year		Per Code 15.26.040
If paid within 60 days	120	
If paid by between 61-150 days	185	
If paid after 150 days	315	
Landlord License Fee Renewal		Per Code 15.26.060
if paid by March 1st	75 60	
if paid 3/2 - 7/1	140 125	
if paid > 7/1	270 255	
Landlord License Unit Registration Renewal		Per Code 15.026.060
if paid by March 1st	75 60	per unit
if paid 3/2 - 7/1	140 125	For first unit plus \$88 for each additional unit
if paid > 7/1	270 255	For first unit plus \$96 for each additional unit
Administrative Fee for Fines	100	
Fore Closed Property Registration	25	One time fee, Per Code 15.21.040
Re-inspection Fee	100	On each citation, Per Code 15.27.030
Vacant Building Registration	200	Per year, Per Code 15.22.040
Vacant Building Registration 1st Year, prorated		
If registered/paid:		
7/1-9/30	200	
10/1-12/31	150	
1/1-3/31	100	
4/1-6/30	50	
Community Center Rental Fee		
Truitt Community Center – Gymnasium	35	Per hour
Truitt Community Center – Multi-purpose Field	10	Per hour
Newton Community Center – Community Room	20	Per hour
Newton Community Center – Kitchen	20	Per hour
Newton Community Center – Resource Office	15	Per hour
Community Center – Supplies, per Item	Vary	Each
Community Center – Equipment, per Item	Vary	Each

Misc. Fees (by Field Operations)		
Outdoor Rental Space – Small Family Functions, up to 20 people		
Park Pavilion	25	Per day

EXHIBIT 1

“FY 2022 Fee Schedule”

Outdoor Rental Space – Large Private Function or Public Events		
Park Pavilion (with restrooms)	75	Per Day W/O RR
Rotary/Bandstand, Doverdale, Lake Street	100	Per Day W RR
Amphitheater	160	Per day
Amphitheater Hourly Rental	25	Per hour weekend (max 2 hour block), as is
Amphitheater Hourly Rental	10	Per hour weekday (max 2 hour block), as is
Park Pavilion (no restrooms): Jeanette P. Chipman Boundless, Kiwanis, Marina Riverwalk, Market Street, Newton-Camden Tot Lot, Waterside	50	Per day
Streets /Parking Lots	100 1 st St and 50 each add	Per day
5K Race	150	Per day
City park, designated park area or amenity not listed	50	Per day
Ball field/ Basketball Court / Tennis Court	10 and 40 w/lights	Per hour
Personnel		
Site Supervisor Suggest \$25.00/ Site Coordinator	15	Per hour
Maintenance Labor	15	Per hour
Security/Police/EMS/FIRE (per person)	55	Per hour. 3 hours minimum or \$165
Supplies & Equipment		
Maintenance Supplies (as required)	Vary	
Sports Equipment	Vary	
Additional Trash Cans - Events with over 200 people require additional trashcans, recycle or compost bin and a recycling plan.	5	Per Container
Barrier Fence (Snow Fence)	1	Per Linear Foot
Traffic Control Devices		
Hard Stop Dump truck/other	50	Per day
Digital Msg. Board	50	Per day
Street Barricades	10	Each per day
Cones	1	Each per day
Traffic Control Sign	10	Each per day
Jersey Barrier	600	Minimum 4, delivery, set-up and remove

Waste Disposal Fees (by Field Operations)

Trash Service	59 63	Per quarter, Per Code 8.16.090
Bulk Trash Pick up	25	For three items, additional amounts for specific items, Per Code 8.16.060
Trash Cans	74	Per can (plus \$4.44 tax), Per Code 8.16.060

Water/Sewer Misc. Fees (by Water Works)

Water & Sewer Admin Fee (Late Charge)	50	Per occurrence, Per Code 13.08.040
Water Turn On Fee	80	For after hours, Per Code 13.08.040
Water Meter Reading Fee	25	Per request, Per Code 13.08.030
Water Turn On Fee	20	Per request, Per Code 13.08.040
Fire Service	746	Annually per property, Per Code 13.08.050

EXHIBIT 1

“FY 2022 Fee Schedule”

Meter Test		
In City Limits	40	Per request, Per Code 13.08.030
Out of City Limits	50	Per request, Per Code 13.08.030
Water and Sewer Services		See Water Sewer Rate Ordinance, Quarterly, Per Code 13.08.130-13.12.090

WWTP Pretreatment Program Fees (by Water Works)		
Significant Industrial Users: (Per Code 13.12.110)		
IA discharges flow \geq 5% of WWTP flow	8,700	30 units
IB discharges flow \geq 50,000 gpd	7,250	25 units
IC categorical user which discharges	5,800	20 units
ID discharges flow \geq 25,000 gpd	4,350	15 units
IE categorical user which does not discharge	2,900	10 units
Minor Industrial Users: (Per Code 13.12.110)		
IIA-1 discharges flow ³ 5,000 gpd or hospitals, campus	2,030	7 units
IIA-2 discharges flow ³ 5,000 gpd or light industry, hotels	1,450	5 units
IIB discharges flow ³ 1,000 gpd or fast food, large restaurants, large garages	580	2 units
IIC discharges flow 500 - 1,000 gpd or small restaurants, small garages	435	1.5 units
IID discharges flow ³ 500 gpd or restaurants that are carry out only no fryer	290	1 unit
IIE photographic processor which discharges silver rich wastewater	290	1 unit
<i>Pretreatment fees are an annual fee, invoices are sent each January to cover the calendar year.</i>		

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

Building Fees (by the Department of Infrastructure and Development)		
Building Plan Review Fees (Per Code 15.04.030)		
<i>Fees based on cost of construction:</i>		Residential, Commercial, Accessory
Up to \$ 3,000	50	
\$3,001 to \$100,000	90	
\$100,001 to \$500,000	210	
\$500,001 to \$1,000,000	260	
\$1,000,001 and Up	310	
Building Permit Fees (Per Code 15.04.030)		
		Residential, Commercial, Accessory, Fence

EXHIBIT 1

“FY 2022 Fee Schedule”

<i>Fees based on cost of construction:</i>		
Up to \$ 3000	50	
\$3001 and Up	60	Plus (.0165 * Cost of Construction)
\$100,001 to \$500,000	1,200	Plus (\$10 for each \$1,000 over \$100,000)
\$500,001 to \$1,000,000	4,500	Plus (\$9 for each \$1,000 over \$500,000)
\$1,000,001 and Up	8,100	Plus (\$6 for each \$1,000 over \$1,000,000)
Fence Permit Fees: (Per Code 15.04.030)		
<i>Fees based on cost of construction:</i>		
Up to \$ 3,000	40	
\$3,001 to \$100,000	50	Plus (.015 * Cost of Construction)
Outdoor Advertising Structure Fee (Per Code 17.216.240)	.50	Per SF foot of sign surface per year
Other Building Fees:		
Historic District Commission Application	25-50	
Board of Zoning Appeals	50	County Fee \$100, Per Code 17.12.110
Demo - Residential	125	Per Code 15.04.030
Demo - Commercial	175	Per Code 15.04.030
Gas	30	Plus \$10 per fixture, Per Code 15.04.030b
Grading	100	Per Code 15.20.050
Maryland Home Builders Fund	50	Per new SFD
Mechanical	50	Per Code 15.04.030
Occupancy Inspection	50	Per Code 15.04.030
Plumbing	30	\$10 per fixture (may vary), Per Code 15.04.030b
Sidewalk Sign		Set by resolution, Per Code 12.40.020
Sidewalk Café Fee		Set by ordinance, Per Code 12.36.020
Sign	50	Plus (\$1.50 per Sq Ft), Per Code 17.216.238
Temp Sign	25	Per month, Per Code 17.216.238
Temp Trailer	25	Per month, Per Code 15.36.030b
Tent	40	Per Code 15.04.030
Well	50	Per Code 13.20.020
Zoning Authorization Letter	50	Per Code 17.12.040
Re-inspection Fee	50	More than 2 insp of any required insp, Per Code 15.04.030
Adult Entertainment Permit Application Fee	100	Per Code 17.166.020
Outdoor Advertising Structure Fee	.50	Per sq ft of sign surface area, Per Code 17.216.240
Notice of Appeal Fee; Sidewalk Sign Standards Violation	100	Per Code 12.40.040
Reconnection Fee; Public Water Connection; Refusal of Inspection	25	Per Code 13.08.100
Administrative Fee – renew temporary certificate of occupancy	100	
Annexation Fees:		
Up to five (5) acres	2,000	
Five (5) acres or more but less than ten (10) acres	10,000	
Ten (10) acres or more but less than twenty five (25) acres	25,000	
Twenty five (25) acres or more but less than fifty (50) acres	35,000	
Fifty (50) acres or more	50,000	

EXHIBIT 1
“FY 2022 Fee Schedule”

Critical Area Program		Ordinance No. 2578
Certificate of Compliance (Per Code 12.20.110)		
Building Permits	75	
Major Subdivision: Preliminary	100	
Major Subdivision: Final	100	Plus (\$25 per lot)
Minor Subdivisions	50	
Plan approval/special projects	50	
Site Plans	50	
Sketch Plat	50	
Resubdivision	50	
Buffer Management Plan	50	
Fee-In-Lieu (Per Code 12.20.540)	1.50	\$1.50 per square foot of mitigation area
License to Encumber Program		
Application – Installation of Service Line	75	\$25 per additional service line in project area, defined as ¼ mile radius from primary address
Application – Large Boring Project	125	Includes up to 500 linear feet. \$50 for additional 250 linear feet above the initial
Application – Large Open/Cut	250	Includes up to 500 linear feet. \$100 for additional 250 linear feet above the initial
Application – Micro-Trenching Project	125	Includes up to 500 linear feet. \$50 for additional 250 linear feet above the initial
Application – Installation of New Utility Pole (excluding Small Cell facilities)	500	
Application – Underground utility project replacing overhead utilities and removing utility poles	Waived	
License to Encumber Program - Small Wireless Facilities		Ordinance No. 2580
Application	500	For up to five (5) small wireless facilities
Application – additional facilities	100	For each additional small wireless facility addressed in the application beyond five
Access to the Right of Way fee	1,000	Per each new small wireless facility pole
Annual fee for access to the Right of Way	270	Per year per small wireless facility after year 1
Storm Water Utility (2306)		
Fee to maintain City storm water facilities	20 25	Per year per Equivalent Residential Unit
Stormwater Utility Credit Application (2306)		
Fee to apply for credit to Stormwater Utility	150.00	Per application
Street Break Permit (Per Code 12.12.020)		
Permit for breaking City public streets and way	50 25	Per break location
Install new or replace existing sidewalk, residential	50	
Install new or replace existing sidewalk, commercial	100	
Install new driveway, residential	150	
Install new driveway, commercial	300	
Excavate street or sidewalk to conduct maintenance of underground facilities	150	\$50 per additional “break” in project area
Excavate street or sidewalk to replace existing utility pole	250	\$100 per additional pole replaced in project area

EXHIBIT 1

“FY 2022 Fee Schedule”

Excavate street or sidewalk to replace or remove utility pole permanently	Waived	
Obstruction Permit (Per Code 12.12.020)		
Permit for obstructing City public streets and ways.	50 40	Per location
Dumpster – residential, obstruction permit	50	Renewal fee of \$25 after 30 days
Dumpster – commercial, obstruction permit	100	Renewal fee of \$50 after 30 days
Sidewalk closure	50	\$5 per day over 30 days
Lane closure (including bike lane)	100	\$10 per day over 30 days
Street closure	250	\$25 per day over 30 days
Street closure for Block Party or Community Event	Waived	Fee under Outdoor Rental Space Public Events - Streets
Water and Sewer Capacity Connection Fee (Per Code 13.02.070)		
Comprehensive Connection Charge of Capacity Connection fee for the Developer's share in the equity of the existing utility system cost of growth related infrastructure improvements.	3,710.00 3,533.00	Per Equivalent Dwelling Unit (water \$1,513 \$1,925, sewer \$2,020 \$1,785)
Water and Sewer Infrastructure Reimbursement Facility Fee (Per Code 13.02.070)		
Comprehensive Connection Charge for Infrastructure Reimbursement Facility Fees is based on actual costs of water and sewer infrastructure installed by a Developer.	*	* Fee amount is project dependent. Facility Infrastructure Reimbursement Fee is the prorated share of the cost of the water and sewer mains based on this project's percentage of the capacity of the proposed infrastructure project.
Infrastructure Reimbursement Administrative Fee (Per Code 13.02.090)		
Administrative fee assessed on Infrastructure Reimbursement Facility Fee for processing	*	0.1 percent of the Infrastructure Reimbursement Facility Fee
Water and Sewer Line Fee (Per Code 13.02.070)		
Comprehensive Connection Charge of Line fee is based on the actual costs of the public water and sewer.	*	* Fee amount is project dependent
Central System Line Fee (Per Code 13.02.070)		
Comprehensive Connection Charge of Central System Line Fee for water and sewer services connecting directly to the City's Central System.	64.50	Per linear foot based on the area of the property and is the square root of the lot area, in square feet
Development Plan Review Fee (1536)		
Fee for review of development plans and traffic control plans	\$1,000-450	Plus \$50 per disturbed acre, \$500 minimum. Subsequent submittals, which generate additional comments, may be charged an additional \$500.
Stormwater Management Waiver Reviews	400	
Water and Sewer Inspection Fee (R 1341)		
Fee for inspection of public water and sewer improvements		7.5 % of the approved cost estimate for construction of proposed public water and sewer improvements

EXHIBIT 1**“FY 2022 Fee Schedule”**

Public Works Agreement recording fee (Per County Court)		
Recording fee for Public Works Agreements		
For 9 pages or less	60.00	Per request
For 10 pages or more	115.00	Per request
Stormwater Management As-Built recording fee (Per County Court)		
Recording fee for Stormwater Management As-Built.	10.00	Per sheet
Subdivision review fee (1536)		
Fee for Subdivision review	200.00 25.00	Per subdivided acre, (\$25.00 minimum, \$200.00 maximum)
Subdivision recording fee (Per County Court)		
Recording fee for Subdivision plans	10.00	Per page
Resubdivision review fee (1536)		
Fee for Resubdivision reviews	200.00 25.00	Per subdivided acre, (\$25.00 minimum, \$200.00 maximum)
Resubdivision recording fee (Per County Court)		
Recording fee for Resubdivision plans	10.00	Per page
Administrative Fee for Connection Capacity Fee payment Plans (R 2029)		
Administrative Fee for Connection Capacity Fee payment Plans	25.00	
Maps and Copying Fees		
City Street Map	5.00	Ea
Street Map Index	1.00	Ea
Property Maps	3.00	Ea
Sanitary Sewer Utility Maps (400 Scale)	3.00	Ea
Storm Water Utility Maps (400 Scale)	3.00	Ea
Water Main Utility Maps (400 Scale)	3.00	Ea
Sanitary Sewer Contract Drawings	1.00	Ea
Storm Water Contract Drawings	1.00	Ea
Water Main Contract Drawings	1	Ea
Black and White Photocopying (Small Format)	.25	Sq. ft
Black and White Photocopying (Large Format)	.50	Sq. ft
Color Photocopying (Small Format) \$1/sq.ft.	1	Sq. ft
Color Photocopying (Large Format) \$2/sq.ft.	2	Sq. ft

Port of Salisbury Marina Fees (by Field Operations)

Transient		
<i>Slip Fees based on size of vessel</i>	1.00	Per foot per day
Electric 30-amp service	5.00	Per day
Electric 50-amp service	10.00	Per day
Slip Rental – Monthly		
<i>Fees based on size of vessel</i>		

EXHIBIT 1

“FY 2022 Fee Schedule”

October through April	3.85	Per foot + electric
May through September	5.50	Per foot + electric
Slip Rental – Annual*		*Annual rates are to be paid in full up front, electric can be billed monthly
Boats up to and including 30 feet long	1,150	+ electric
Boats 31 feet and longer	49	Per foot + electric
Fuel	.40	Per gallon more than the cost per gallon purchase price by the City
Electric Service	.40	Per gallon more than the cost per gallon purchase price by the City
<i>Fees per meter</i>		
Electric 30-amp service	30.00	Per month
Electric 50-amp service	50.00	Per month

EMS Services			
	Resident	Non-Resident	
BLS Base Rate	800.00 600.00	900.00 690.00	
ALS1 Emergency Rate	950.00 700.00	1,000.00 900.00	
	1,100.00	1,200.00	
ALS2 Emergency Rate	800.00	1,050.00	
Mileage (per mile)	18.00 14.00	18.00 16.20	
Oxygen	Bundle 65.00	Bundle 65.00	
Spinal immobilization	Bundle 124.00	Bundle 124.00	
BLS On-scene Care	250.00 200.00	300.00 200.00	
ALS On –scene Care	450.00	550.00	

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

EXHIBIT 1

“FY 2022 Fee Schedule”

To perform meter tests on ¾” and 1” meters.		
In City	40.00	Per request
Out of City	50.00	Per request
Water Meter/Tap Fee and Sewer Connection Fee (Per Code 13.02.070)		
Water Meter/Tap Fee and Sewer Connection Fee if water and sewer services are installed by City forces.	*	The tap and connection fee amount is the actual cost of SPW labor and materials or per this schedule.
Water Tapping Fees - In City:		
¾ Water Meter	3,850	Per Connection
1” Water Meter	4,160	Per Connection
1 ½” Water Meter T-10 Meter	5,810	Per Connection
2” Water Meter - T-10 Meter	6,200	Per Connection
2” Water Meter - Tru Flo	7,320	Per Connection
Water Tapping Fees - Out of City		
¾ Water Meter	4,810	Per Connection
1” Water Meter	5,200	Per Connection
1 ½” Water Meter T-10 Meter	7,265	Per Connection
2” Water Meter - T-10 Meter	7,750	Per Connection
2” Water Meter - Tru Flo	9,155	Per Connection
Sanitary Sewer Tapping Fees - In City:		
6” Sewer Tap	3,320	Per Connection
8” Sewer Tap	3,380	Per Connection
6” or 8” Location & Drawing Fee	45	Per Connection
Sanitary Sewer Tapping Fees – Out of City		
6” Sewer Tap	4,150	Per Connection
8” Sewer Tap	4,225	Per Connection
6” or 8” Location & Drawing Fee	60	Per Connection
Water Meter Setting Fee (Per Code 13.02.070)		
Water meter setting fee for installation of water meter when tap is done by a contractor.		
Meter Setting Fees - In City:		
¾ Water Meter	400	Per Connection
1” Water Meter	525	Per Connection
1 ½” Water Meter T-10 Meter	785	Per Connection
2” Water Meter - T-10 Meter	905	Per Connection
2” Water Meter - Tru Flo	2,030	Per Connection
Meter Setting Fees - Out of City		
¾ Water Meter	495	Per Connection
1” Water Meter	655	Per Connection
1 ½” Water Meter T-10 Meter	980	Per Connection
2” Water Meter - T-10 Meter	1,130	Per Connection
2” Water Meter - Tru Flo	2,535	Per Connection

Parking Violations, False Alarms, Infractions, Scofflaw, MPIA Fees (by the Police & Fire Departments)			
Animal Control	50-100		Police Department
MPIA Request Fees			Police Department
First two hours processing request	Waived		

EXHIBIT 1

“FY 2022 Fee Schedule”

Work exceeding two hours, SPD will charge attorney hourly fee and hourly fee for Records Tech	75 152.50 30	Attorney hourly fee Records Tech hourly fee	
Black and white copy of paper document and photographs	0.25	Per copy	
DVD production	15.00	Per DVD produced	
False Police Alarms (Per Code 8.040.050)			Police Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 rd incident	50		
4 th incident	90		
Greater than 4 each incident	130		
False Fire Alarms (Per Code 8.040.050)			Fire Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 rd incident	45		
4 th incident	90		
Greater than 4 each incident	135		
Scofflaw			Police Department
Tow	135		
Storage	50		
Administrative Fee	35		
Business Administrative Fee	30		

Parking Permits and Fees

	UOM	1-Jul-21 Rate	1-Jul-21 Non Profit Rate
Parking Permits (Per Code 10.04.010)			
Lot #1 - lower lot by library	Monthly	45.00 40.00	35.00 30.00
Top Lot #1 - upper lot by library	Monthly	40.00	30.00
Lot #4 - behind City Center	Monthly	45.00 40.00	35.00 30.00
Lot #5 - Market St. & Rt. 13	Monthly	40.00 35.00	31.25 26.25
Lot #7 & 13 - off Garrettson Pl.	Monthly	15.00 10.00	12.50 7.50
Lot #9 - behind GOB	Monthly	45.00 40.00	35.00 30.00
Lot #10 - near State bldg/SAO	Monthly	45.00 40.00	35.00 30.00
Lot #11 - behind library	Monthly	40.00 35.00	31.25 26.25
Lot #12 - beside Market St. Inn	Monthly	40.00 35.00	31.25 26.25
Lot #14 - by Holiday Inn	Monthly	25.00	18.75
Lot #15 - across from Feldman's	Monthly	45.00 40.00	35.00 30.00
Lot #16 - by Avery Hall	Monthly	45.00 40.00	35.00 30.00
Lot #20 - Daily Times	Monthly	45.00 40.00	35.00 30.00
Lot #30 - by drawbridge	Monthly	20.00 15.00	16.25 11.25
Lot #33 - east of Brew River	Monthly	20.00 15.00	16.25 11.25
Lot #35 - west of Brew River	Monthly	20.00 15.00	16.25 11.25
Lot SPS - St. Peters St.	Monthly	45.00 40.00	35.00 30.00

EXHIBIT 1

“FY 2022 Fee Schedule”

E. Church St.	Monthly	45.00 40.00	35.00 30.00
W. Church St.	Monthly	45.00 40.00	35.00 30.00
Parking Garage	Monthly	50.00 40.00	40.00 30.00
Transient Parking Options			
Parking Lot #1 (first 2-hrs of parking are FREE)	Hourly	1.00	
Parking Garage	Hourly	1.00	
Parking Meters	Hourly	2.00 1.00	
Pay Stations			
For hours 1-2	Hourly	1.00	
For hour 3 with a 3 hour Maximum Parking Limit	Hourly	3.00	
Miscellaneous Charges (Per Code 10.04.010)			
Replacement Parking Permit Hang Tags	Per Hang Tag	5.00	
Parking Permit Late Payment Fee (+15 days)	Per Occurrence	5.00	
New Parking Garage Access Card	Per Card	10.00	
Replacement Parking Garage Access Card	Per Card	10.00	

Fire Prevention Fees (by the Fire Department)		
Plan review and Use & Occupancy Inspection		
<u>Basic Fee</u> – For all multi-family residential, commercial, industrial, and institutional occupancies. Including, but not limited to, new construction, tenant fit-out, remodeling, change in use and occupancy, and/or any other activity deemed appropriate by the City of Salisbury Department of Infrastructure and Development.		60% of the building permit fee; \$75 minimum (Not included – plan review and related inspection of specialized fire protection equipment as listed in the following sections)
<u>Expedited Fees</u> – If the requesting party wants the plan review and inspection to be expedited, to be done within three business days		20% of the basic fee; \$500 minimum (This is in addition to the basic fee)
<u>After</u> – Hours Inspection Fees. If the requesting party wants an after-city-business-hours inspection.	\$100	Per hour/per inspector; 2 hours minimum
Fire Permit Fees		
<u>Fire Alarm & Detection Systems</u> – Includes plan review and inspection of wiring, controls, alarm and detection equipment and related appurtenances needed to provide a complete system and the witnessing of one final acceptance test per system of the completed installation.		
• Fire Alarm System	\$100	Per system
• Fire Alarm Control Panel	\$75	Per panel
• Alarm Initiating Device	\$1.50	Per device
• Alarm Notification Device	\$1.50	Per device
• Fire Alarm Counter Permit	\$75	For additions and alterations to existing systems involving 4 or less notification/initiating devices.
<u>Sprinkler, Water Spray and Combined Sprinkler & Standpipe Systems</u> – Includes review of shop drawings, system inspection and witnessing of one hydrostatic test, and one final acceptance test per floor or system.		
• NFPA 13 & 13R	\$1.50	Per sprinkler head; \$125 150 minimum
• NFPA 13D	\$75 100	Per Dwelling
• Sprinkler Counter Permit	\$75	For additions and alterations to existing systems involving less than 20 heads.

EXHIBIT 1

“FY 2022 Fee Schedule”

<u>Standpipe Systems</u> – The fee applies to separate standpipe and hose systems installed in accordance with NFPA 14 standard for the installation of standpipe and hose systems as incorporated by reference in the State Fire Prevention Code (combined sprinkler systems and standpipe systems are included in the fee schedule prescribed for sprinkler systems) and applies to all piping associated with the standpipe system, including connection to a water supply, piping risers, laterals, Fire Department connection(s), dry or draft fire hydrants or suction connections, hose connections, piping joints and connections, and other related piping and appurtenances; includes plan review and inspection of all piping, control valves, connections and other related equipment and appurtenances needed to provide a complete system and the witnessing of one hydrostatic test, and one final acceptance test of the completed system.	\$50	Per 100 linear feet of piping or portion thereof; \$100 minimum
<u>Fire Pumps & Water Storage Tanks</u> – The fees include plan review and inspection of pump and all associated valves, piping, controllers, driver and other related equipment and appurtenances needed to provide a complete system and the witnessing of one pump acceptance test of the completed installation. Limited service pumps for residential sprinkler systems as permitted for NFPA 13D systems and water storage tanks for NFPA 13D systems are exempt.		
<ul style="list-style-type: none"> Fire Pumps 	\$.50	Per gpm or rated pump capacity; \$125 minimum
<ul style="list-style-type: none"> Fire Protection Water Tank 	\$75	Per tank
<u>Gaseous and Chemical Extinguishing Systems</u> – Applies to halon, carbon dioxide, dry chemical, wet chemical and other types of fixed automatic fire suppression systems which use a gas or chemical compound as the primary extinguishing agent. The fee includes plan review and inspection of all piping, controls, equipment and other appurtenances needed to provide a complete system in accordance with referenced NFPA standards and the witnessing of one performance or acceptance test per system of the completed installation.	\$1.00	Per pound of extinguishing agent; \$100 125 minimum; or \$150 per wet chemical extinguishing system
<ul style="list-style-type: none"> Gaseous and Chemical Extinguishing System Counter Permit 	\$75	To relocate system discharge heads
<u>Foam Systems</u> – The fee applies to fixed extinguishing systems which use a foaming agent to control or extinguish a fire in a flammable liquid installation, aircraft hangar and other recognized applications. The fee includes plan review and inspection of piping, controls, nozzles, equipment and other related appurtenances needed to provide a complete system and the witnessing of one hydrostatic test and one final acceptance test of the completed installation.	\$75	Per nozzle or local applicator; plus \$1.50/ sprinkler head for combined sprinkler/foam system; \$100 minimum
<u>Smoke Control Systems</u> – The fee applies to smoke exhaust systems, stair pressurization systems, smoke control systems and other recognized air-handling systems which are specifically designed to exhaust or control smoke or create pressure zones to minimize the hazard of smoke spread due to fire. The fee includes plan review and inspection of system components and the witnessing of one performance acceptance test of the complete installation.	\$100	Per 30,000 cubic feet of volume or portion thereof of protected or controlled space; \$200 minimum
<u>Flammable and Combustible Liquid Storage Tanks</u> – This includes review and one inspection of the tank	\$-.005 -.01	Per gallon of the maximum tank capacity; \$75 100 minimum

EXHIBIT 1

“FY 2022 Fee Schedule”

and associated hardware, including dispensing equipment. Tanks used to provide fuel or heat or other utility services to a building are exempt.		
Emergency Generators – Emergency generators that are a part of the fire/life safety system of a building or structure. Includes the review of the proposed use of the generator, fuel supply and witnessing one performance evaluation test.	\$100	
Marinas and Piers	\$25	Per linear feet of marina or pier; plus \$1.00 per slip; \$100 minimum
Reinspection and Retest Fees		
• 1 st Reinspection and Retest Fees	\$100	
• 2 nd Reinspection and Retest Fees	\$250	
• 3 rd and Subsequent Reinspection and Retest Fees	\$500	
Consultation Fees – Fees for consultation technical assistance.	\$75	Per hour
Fire-safety Inspections. The following fees are not intended to be applied to inspections conducted in response to a specific complaint of an alleged Fire Code violation by an individual or governmental agency		
Assembly Occupancies (including outdoor festivals):		
• Class A (>1000 persons)	\$300	
• Class B (301 – 1000 persons)	\$200	
• Class C (51 – 300 persons)	\$100	
• Fairgrounds (<= 9 buildings)	\$200	
• Fairgrounds (>= 10 buildings)	\$400	
• Recalculation of Occupant Load	\$75	
• Replacement or duplicate Certificate	\$25	
Education Occupancies:		
• Elementary School (includes kindergarten and Pre-K)	\$100	
• Middle, Junior, and Senior High Schools	\$150	
• Family and Group Day-Care Homes	\$75	
• Nursery or Day-Care Centers	\$100	
Health Care Occupancies:		
• Ambulatory Health Care Centers	\$150	Per 3,000 sq.ft. or portion thereof
• Hospitals, Nursing Homes, Limited-Care Facilities, Domiciliary Care Homes	\$100	Per building; plus \$2.00/patient bed
• Detention and Correctional Occupancies	\$100	Per building; plus \$2.00/bed
Residential:		
• Hotels and Motels	\$75	Per building; plus \$2.00/guest room
• Dormitories	\$2	Per bed; \$75 minimum
• Apartments	\$2	Per apartment; \$75 minimum
• Lodging or Rooming House	\$75	Plus \$2.00/bed
• Board and Care Home	\$100	Per building; plus \$2.00/bed
Mercantile Occupancies:		
• Class A (> 30,000 sq.ft.)	\$200	
• Class B (3,000 sq.ft. – 30,000 sq.ft.)	\$100	
• Class C (< 3,000 sq.ft.)	\$75	
Business Occupancies	\$75	Per 3,000 sq.ft. or portion thereof
Industrial or Storage Occupancies:		
• Low or Ordinary Hazard	\$75	Per 5,000 square feet or portion thereof
• High-Hazard	\$100	Per 5,000 square feet or portion thereof
Common Areas of Multitenant Occupancies (i.e., shopping centers, high-rises, etc.)	\$45	Per 10,000 sq.ft. or portion thereof

EXHIBIT 1

“FY 2022 Fee Schedule”

Outside Storage of Combustible Materials (scrap tires, tree stumps, lumber, etc.)	\$100	Per acre or portion thereof
Outside Storage of Flammable or Combustible Liquids (drums, tanks, etc.)	\$100	Per 5,000 sq.ft. or portion thereof
Marinas and Piers	\$100	Per facility; plus \$1.00/slip
Mobile Vendor	\$35	Plus \$.56/mile for inspections outside of the City of Salisbury
Sidewalk Café	\$35	If not part of an occupancy inspection
Unclassified Inspection	\$75	Per hour or portion thereof
Reinspection: If more than one reinspection is required to assure that a previously identified Fire Code violation is corrected		
• 2 nd Reinspection	\$100	
• 3 rd Reinspection	\$250	
• 4 th and Subsequent	\$500	
Fire Protection Water Supply Fees		
Witnessing Fire Main Flush	\$75	
Witness Underground Water Main Hydrostatic Tests	\$75	
Fire Protection Flow Test (in-City)	\$125	
Fire Protection Flow Test (out-of-City)	\$160	
Firework Permit		
Firework Display - Includes plan review and associated inspections for any firework display.	\$250	
Sale of Consumer Fireworks		
<u>Stand alone tent, stand or other commercial space predominately utilized for the sale of consumer fireworks</u>	<u>\$250</u>	
<u>Other commercial space predominately utilized for the sale of goods other than consumer fireworks</u>	<u>\$125</u>	
Fire Report Fees		
1 st Page	\$20	To provide hard or electronic copies of fire reports
• Each Additional Page	\$5	

MEMORANDUM

To: Julia Glanz, City Administrator
From: John W. Tull, Fire Chief
Subject: Budget Amendment – COVID-19 Expenses
Date: May XX, 2021

As you are aware, on March 13, 2020, the President of the United States declared that the ongoing Coronavirus Disease 2019 (COVID-19) pandemic was of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Since then, the City has incurred substantial expenses preparing for and responding to the COVID-19 pandemic.

Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of the Federal Emergency Management Agency's (FEMA) Public Assistance program at a 75 percent federal cost share. In November 2020 the City received a reimbursement payment from FEMA in the amount of \$109,028.70 for this 75 percent cost share. The remaining 25 percent of our request was funded through the Wicomico County Health Department (WiCHD) from a direct allocation of funds received through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for COVID-19 related expenditures.

FEMA has now agreed to fund our reimbursement request at 100 percent. The attached documents show that we will receive additional funding based on the following:

- Project #37 – \$24,905.18
- Project #39 – \$11,437.71
- Total Award – \$36,342.89

Once we receive this funding, we will be required to process a refund check back to the WiCHD to return the CARES Act funds that we have received as part of our COVID-19 projects.

Attached you will find an Ordinance requesting the approval of a budget amendment to the grant fund for the purpose of accepting funds from the Federal Emergency Management Agency (FEMA) in the amount of \$36,342.89.

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

April 13, 2021

Mr. John Tull
Fire Chief
Salisbury
325 Cypress St
Salisbury, MD 21801-4060

Re: Increase to 100% Federal Share – PW# 37
(Grants Portal# 150565– COVID-19 Project)
Salisbury (FIPS# 045-69925-00)
COVID-19 Disaster (FEMA-4491-DRMD) – Public Assistance CFDA# 97.036

Dear Mr. Tull:

The Federal Emergency Management Agency (FEMA) has increased the Federal Share to 100% for Project Worksheet (PW) 37 (enclosed) for reimbursement of the COVID-19 response and recovery costs. The total reimbursement for this grant is the Federal Share of the project's total Eligible Costs. Payment in the amount of **\$24,905.18** is being processed.

PW#	Version	Eligible Costs	Reimbursement
37	0	99,620.74	74,715.56
37	1	0.00	24,905.18
Totals:		\$99,620.74	\$99,620.74

Total Reimbursement	99,620.74
Previous Payment (10/28/20)	(74,715.56)
Current Payment	\$24,905.18

In accordance with 44 CFR § 206.206 (enclosed), which governs the Public Assistance appeal process, you have 60 days from the date of receipt of this letter to appeal any action related to this disaster. Any appeal of a FEMA decision should be submitted through the Maryland Emergency Management Agency (MEMA) with supporting justification.

Thank you for your hard work throughout the COVID-19 response and recovery. If you have any questions regarding this project or its payment, please contact me at 410-517-3625.

Sincerely,

John
Harding, Jr.

Digitally signed by John Harding, Jr.
DN: cn=John Harding, Jr., c=US,
o=Maryland Emergency Management
Agency, ou=Public Assistance,
email=John.Harding@Maryland.gov
Date: 2021.04.14 17:47:28 -0400

John Harding, Jr.
Public Assistance Grants Administrator

njl
2 enclosures

cc: Dave Shipley, Director, Wicomico County Emergency Management Agency

DR-4491
COVID-19 Disaster

**Department of Homeland Security
Federal Emergency Management Agency**

General Info

Project #	150565	P/W #	37	Project Type	Work Completed / Fully Documented
Project Category	B - Emergency Protective Measures			Applicant	Salisbury, City of (045-69925-00)
Project Title	Salisbury COVID-19 Project			Event	4491DR-MD (4491DR)
Project Size	Small			Declaration Date	3/26/2020
Activity Completion Date	9/26/2020			Incident Start Date	1/20/2020
Process Step	Obligated			Incident End Date	Ongoing

Damage Description and Dimensions

The Disaster # 4491DR, which occurred between *01/20/2020* and *Ongoing*, caused:

Damage # 401126; Emergency Protective Measures (Damage for Project [150565] Salisbury COVID-19 Project)

During the incident period of 1/20/2020 through Ongoing, COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided Personal Protective Equipment (PPE), supplies, and cleaning materials/disinfectant for COVID-19 at City of Salisbury MD from 3/5/2020 to 6/30/2020.

Final Scope

401126 Damage for Project [150565] Salisbury COVID-19 Project

Work Completed – Streamlined COVID – 19 Application

In response to the COVID – 19 Public Health Emergency, the applicant utilized force account materials and contracts in taking the Emergency Protective Measures for the City of Salisbury.

Cost share for this version is 75%. All work and costs in this project fall between 03/05/2020 and 06/30/2020.

COVID – 19 Streamlined Application Disclosures:

Contracts must include a Termination for Convenience clause.

FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, CARES Act, and the United States Department of Agriculture.

FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials, not to exceed the duration of the HHS Public Health Emergency Declaration for COVID – 19.

Disinfection work consisted of using CDC approved methods and disinfectants, such as hand cleaning with wipes. No run off was associated with this work.

A. Facility disinfection by contractors.

B. Purchase and distribution/use of medical supplies & equipment (personal protective equipment)
Respirators, N95 Respirators, Medical gloves, Surgical masks, Medical gowns, Coveralls, Face shields.

C. Other purchase and distribution/use of medical supplies include: Digital thermometers, sanitizer, disinfectant wipes, cleaning supplies, acrylic barriers.

1. Force Account Materials: \$94,300.08

2. Contracts: \$5,320.66

Work Completed Total: \$99,620.74

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ- Small Project Estimate.

2. Disposition of Purchased Supplies: Applicant must calculate the current fair market value of any unused residual supplies (including materials) that FEMA funded for any of its projects and determine the aggregate total. Applicant must provide the current fair market value if the aggregate total of unused residual supplies is greater than \$5,000. FEMA reduces eligible funding by this amount. See PAPPG V3.1 2018 page 29.

3. RFI response with the approval to remove of ineligible costs (Zoom memberships, software and hardware updates) in the amount of \$290.84 see attachment *Approval to remove ineligible costs.pdf*

Cost

Code	Quantity	Unit	Total Cost	Section
9001 (Contract)	1.00	Lump Sum	\$5,320.66	Completed
9009 (Material)	1.00	Lump Sum	\$94,300.08	Completed

CRC Gross Cost \$99,620.74

Total Insurance Reductions \$0.00

CRC Net Cost \$99,620.74

Federal Share (100.00%) \$99,620.74

Non-Federal Share (0.00%) \$0.00

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-03-MD-4491-PW-00037(34)	\$99,620.74	75 %	\$74,715.56	9/25/2020
1	Eligible	Awarded	PA-03-MD-4491-PW-00037(150)	\$0.00	25 %	\$24,905.18	3/28/2021

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
2/11/2021	4491DRMDP00000371	202025Z2-02102021	2/9/2021	\$74,715.56

Subgrant Conditions

- As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the applicant's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project.
- The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.

Insurance

Additional Information

9/22/20 - Project re-worked with no changes to prior insurance determination.

Per the Deduction Section of the Streamlined Application, the Applicant is confirming that they do not have insurance for the activities identified in Section II of the Streamline Application Project worksheet. Further, Section II of the Streamlined Application Project, the Applicant has confirmed that a reasonable effort to recover insurance proceeds that they are entitled to receive from their insurer(s) has been taken.

This declaration is specific for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. No insurance proceeds are anticipated for these costs.

If in the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to

receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

Wii Notto, PA Insurance Specialist, CRC East

O&M Requirements

There are no Obtain and Maintain Requirements on **Salisbury COVID-19 Project**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

EHP Additional Info

There is no additional environmental historical preservation on **Salisbury COVID-19 Project**.

Final Reviews

Final Review

Reviewed By Conzone, Connor W.

Reviewed On 09/23/2020 3:05 PM EDT

Review Comments

No comments available for the Final Review step

Recipient Review

Reviewed By Bender, Sara

Reviewed On 09/23/2020 3:52 PM EDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Tull, John

Signed On 09/23/2020

44 CFR § 206.206 Appeals

An eligible applicant, subgrantee, or grantee may appeal any determination previously made related to an application for or the provision of Federal assistance according to the procedures below.

- (a) **Format and Content.** The applicant or subgrantee will make the appeal in writing through the grantee to the Regional Director. The grantee shall review and evaluate all subgrantee appeals before submission to the Regional Director. The grantee may make grantee-related appeals to the Regional Director. The appeal shall contain documented justification supporting the appellant's position, specifying the monetary figure in dispute and the provisions in Federal law, regulation, or policy with which the appellant believes the initial action was inconsistent.
- (b) **Levels of Appeal.**
 - (1) The Regional Director will consider first appeals for public assistance-related decisions under subparts A through L of this part.
 - (2) The Associate Director/Executive Associate Director for Response and Recovery will consider appeals of the Regional Director's decision on any first appeal under paragraph (b)(1) of this section.
- (c) **Time Limits.**
 - (1) Appellants must file appeals within 60 days after receipt of a notice of the action that is being appealed.
 - (2) The grantee will review and forward appeals from an applicant or subgrantee, with a written recommendation, to the Regional Director within 60 days of receipt.
 - (3) Within 90 days following receipt of an appeal, the Regional Director (for first appeals) or Associate Director/Executive Associate Director (for second appeals) will notify the grantee in writing of the disposition of the appeal or of the need for additional information. A request by the Regional Director or Associate Director/Executive Associate Director for additional information will include a date by which the information must be provided. Within 90 days following the receipt of the requested additional information or following expiration of the period for providing the information, the Regional Director or Associate Director/Executive Associate Director will notify the grantee in writing of the disposition of the appeal. If the decision is to grant the appeal, the Regional Director will take appropriate implementing action.

- (d) **Technical Advice.** In appeals involving highly technical issues, the Regional Director or Associate Director/Executive Associate Director may, at his or her discretion, submit the appeal to an independent scientific or technical person or group having expertise in the subject matter of the appeal for advice or recommendation. The period for this technical review may be in addition to other allotted time periods. Within 90 days of receipt of the report, the Regional Director or Associate Director/Executive Associate Director will notify the grantee in writing of the disposition of the appeal.
- (e) **Transition.**
 - (1) This rule is effective for all appeals pending on and appeals from decisions issued on or after May 8, 1998, except as provided in paragraph (e)(2) of this section.
 - (2) Appeals pending from a decision of an Associate Director/ Executive Associate Director before May 8, 1998 may be appealed to the Director in accordance with 44 CFR 206.440 as it existed before May 8, 1998 (44 CFR, revised as of October 1, 1997).
 - (3) The decision of the FEMA official at the next higher appeal level shall be the final administrative decision of FEMA.

[63 FR 17110, Apr. 8, 1998; 63 FR 24970, May 6, 1998]

April 13, 2021

Mr. John Tull
Fire Chief
Salisbury
325 Cypress St
Salisbury, MD 21801-4060

Re: Increase to 100% Federal Share – PW# 39
(Grants Portal# 151361– COVID-19 Project 2)
Salisbury (FIPS# 045-69925-00)
COVID-19 Disaster (FEMA-4491-DRMD) – Public Assistance CFDA# 97.036

Dear Mr. Tull:

The Federal Emergency Management Agency (FEMA) has increased the Federal Share to 100% for Project Worksheet (PW) 39 (enclosed) for reimbursement of the COVID-19 response and recovery costs. The total reimbursement for this grant is the Federal Share of the project's total Eligible Costs. Payment in the amount of **\$11,437.71** is being processed.

PW#	Version	Eligible Costs	Reimbursement
39	0	45,750.85	34,313.14
39	1	0.00	11,437.71
Totals:		\$45,750.85	\$45,750.85

Total Reimbursement	45,750.85
Previous Payment (10/28/20)	(34,313.14)
Current Payment	\$11,437.71

In accordance with 44 CFR § 206.206 (enclosed), which governs the Public Assistance appeal process, you have 60 days from the date of receipt of this letter to appeal any action related to this disaster. Any appeal of a FEMA decision should be submitted through the Maryland Emergency Management Agency (MEMA) with supporting justification.

Thank you for your hard work throughout the COVID-19 response and recovery. If you have any questions regarding this project or its payment, please contact me at 410-517-3625.

Sincerely,

**John
Harding, Jr.**

Digitally signed by John Harding, Jr.
DN: cn=John Harding, Jr., c=US,
o=Maryland Emergency Management
Agency, ou=Public Assistance,
email=John.Harding@Maryland.gov
Date: 2021.04.14 17:45:17 -0400

John Harding, Jr.
Public Assistance Grants Administrator

njl
2 enclosures

cc: Dave Shipley, Director, Wicomico County Emergency Management Agency

DR-4491
COVID-19 Disaster

**Department of Homeland Security
Federal Emergency Management Agency**

General Info

Project #	151361	PW #	39	Project Type	Work Completed / Fully Documented
Project Category	B - Emergency Protective Measures			Applicant	Salisbury, City of (045-69925-00)
Project Title	Salisbury COVID-19 Project 2			Event	4491DR-MD (4491DR)
Project Size	Small			Declaration Date	3/26/2020
Activity Completion Date	9/26/2020			Incident Start Date	1/20/2020
Process Step	Obligated			Incident End Date	Ongoing

Damage Description and Dimensions

The Disaster # 4491DR, which occurred between *01/20/2020* and *Ongoing*, caused:

Damage # 402128; Emergency Protective Measures (Damage for Project [151361] Salisbury COVID-19 Project 2)

During the incident period of 1/20/2020 through Ongoing, COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided Medical Care and Transport for COVID-19 precautionary transportation measures at City of Salisbury from 3/5/2020 to 6/30/2020.
- Provided Security for Traffic control at COVID-19 Testing Site. at Perdue Stadium, 6400 Hobbs Road from 5/1/2020 to 5/2/2020.
- Provided Disinfection for COVID-19 precautionary disinfection measures. at Paleo Water Plant, 2322 Scenic Drive, Salisbury MD from 3/17/2020 to 6/30/2020.
- Provided Disinfection for COVID-19 precautionary disinfection measures. at 1142 Marine Road, Salisbury MD from 3/18/2020 to 6/30/2020.

Final Scope

402128 Damage for Project [151361] Salisbury COVID-19 Project 2

Work Completed – Streamlined COVID-19 Application

In response to the COVID-19 Public Health Emergency, the applicant utilized force account labor, and equipment in taking the Emergency Protective Measures of medical transportation, disinfection of work places, and providing security for testing sites.

Cost share for this version is 75%. All work and costs in this project fall between 3/5/2020 and 6/30/2020.

COVID-19 Streamlined Application Disclosures:

FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, CARES Act, and the United States Department of Agriculture.

Under the COVID-19 Declarations, eligible emergency medical care costs are eligible for the duration of the Public Health Emergency, as determined by HHS.

City of Salisbury

- A. Police provided security and traffic control at COVID-19 testing site.
- B. Water personnel were brought in early to disinfect work areas.
- C. Fire department provided additional medical transportation in accordance with safety precautions developed for the treatment of suspected COVID-19 cases.
 - 1. Force Account Labor Overtime 1772.5 hours: \$36,190.63
 - 2. Force Account Equipment – 122 equipment hours: \$9,560.22

Work Completed Total: **\$45,750.85**

Project Notes:

- 1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ – Small Project Estimate.

Cost

Code	Quantity	Unit	Total Cost	Section
9008 (Equipment)	1.00	Lump Sum	\$9,560.22	Completed
9007 (Labor)	1.00	Lump Sum	\$36,190.63	Completed

CRC Gross Cost \$45,750.85

Total Insurance Reductions \$0.00

CRC Net Cost \$45,750.85

Federal Share (100.00%) \$45,750.85

Non-Federal Share (0.00%) \$0.00

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-03-MD-4491-PW-00039(35)	\$45,750.85	75 %	\$34,313.14	9/25/2020
1	Eligible	Awarded	PA-03-MD-4491-PW-00039(151)	\$0.00	25 %	\$11,437.71	3/28/2021

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
2/11/2021	4491DRMDP00000391	202025Z6-02102021	2/9/2021	\$34,313.14

Subgrant Conditions

- As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the applicant's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project.
- The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.

Insurance

Additional Information

9/17/20

Per the Deduction Section of the Streamlined Application, the Applicant is confirming that they do not have insurance for the activities identified in Section II of the Streamline Application Project worksheet. Further, Section II of the Streamlined Application Project, the Applicant has confirmed that a reasonable effort to recover insurance proceeds that they are entitled to receive from their insurer(s) has been taken.

This declaration is specific for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. No insurance proceeds are anticipated for these costs.

If in the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

Wil Notto, PA Insurance Specialist, CRC East

O&M Requirements

There are no Obtain and Maintain Requirements on **Salisbury COVID-19 Project 2**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Unanswered

This project is not a major federal action affecting the environment per Section 316 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5159. Additionally, in accordance with 36 CFR § 800.12(d) and 44 CFR § Part 9.5(c) (1), this project is exempt from NHPA, EO 11988, and EO 11990 reviews and the project is not an action that affects listed species and/or designated critical habitat, if such were present. In accordance with 3.2.A.2.a of the FEMA Instruction 108-1-1, this is a STATEX action and no documentation is required.

Final Reviews

Final Review

Reviewed By Conzone, Connor W.

Reviewed On 09/23/2020 7:04 AM EDT

Review Comments

No comments available for the Final Review step

Recipient Review

Reviewed By Bender, Sara

Reviewed On 09/23/2020 9:07 AM EDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Tull, John

Signed On 09/23/2020

44 CFR § 206.206 Appeals

An eligible applicant, subgrantee, or grantee may appeal any determination previously made related to an application for or the provision of Federal assistance according to the procedures below.

- (a) **Format and Content.** The applicant or subgrantee will make the appeal in writing through the grantee to the Regional Director. The grantee shall review and evaluate all subgrantee appeals before submission to the Regional Director. The grantee may make grantee-related appeals to the Regional Director. The appeal shall contain documented justification supporting the appellant's position, specifying the monetary figure in dispute and the provisions in Federal law, regulation, or policy with which the appellant believes the initial action was inconsistent.
- (b) **Levels of Appeal.**
 - (1) The Regional Director will consider first appeals for public assistance-related decisions under subparts A through L of this part.
 - (2) The Associate Director/Executive Associate Director for Response and Recovery will consider appeals of the Regional Director's decision on any first appeal under paragraph (b)(1) of this section.
- (c) **Time Limits.**
 - (1) Appellants must file appeals within 60 days after receipt of a notice of the action that is being appealed.
 - (2) The grantee will review and forward appeals from an applicant or subgrantee, with a written recommendation, to the Regional Director within 60 days of receipt.
 - (3) Within 90 days following receipt of an appeal, the Regional Director (for first appeals) or Associate Director/Executive Associate Director (for second appeals) will notify the grantee in writing of the disposition of the appeal or of the need for additional information. A request by the Regional Director or Associate Director/Executive Associate Director for additional information will include a date by which the information must be provided. Within 90 days following the receipt of the requested additional information or following expiration of the period for providing the information, the Regional Director or Associate Director/Executive Associate Director will notify the grantee in writing of the disposition of the appeal. If the decision is to grant the appeal, the Regional Director will take appropriate implementing action.

- (d) **Technical Advice.** In appeals involving highly technical issues, the Regional Director or Associate Director/Executive Associate Director may, at his or her discretion, submit the appeal to an independent scientific or technical person or group having expertise in the subject matter of the appeal for advice or recommendation. The period for this technical review may be in addition to other allotted time periods. Within 90 days of receipt of the report, the Regional Director or Associate Director/Executive Associate Director will notify the grantee in writing of the disposition of the appeal.
- (e) **Transition.**
 - (1) This rule is effective for all appeals pending on and appeals from decisions issued on or after May 8, 1998, except as provided in paragraph (e)(2) of this section.
 - (2) Appeals pending from a decision of an Associate Director/ Executive Associate Director before May 8, 1998 may be appealed to the Director in accordance with 44 CFR 206.440 as it existed before May 8, 1998 (44 CFR, revised as of October 1, 1997).
 - (3) The decision of the FEMA official at the next higher appeal level shall be the final administrative decision of FEMA.

[63 FR 17110, Apr. 8, 1998; 63 FR 24970, May 6, 1998]

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ORDINANCE NO. 2668

**AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE
MAYOR TO ENTER INTO A CONTRACT WITH THE FEDERAL
EMERGENCY MAGANGEMENT AGENCY FOR THE PURPOSE OF
ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$36,342.89, AND TO
APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO
APPROPRIATE THESE FUNDS FOR OFFSETTING COVID-19
EXPENSES.**

WHEREAS, on March 13, 2020, the President of the United States declared that the ongoing Coronavirus Disease 2019 (COVID-19) pandemic was of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, in accordance with Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of the Federal Emergency Management Agency's (FEMA's) Public Assistance program; and

WHEREAS, the City of Salisbury (the City) incurred substantial expenses preparing for and responding to the COVID-19 pandemic; and

WHEREAS, the City submitted a project grant application to FEMA for funding to offset expenses related to the acquisition of personal protective equipment (PPE) purchased in response to the COVID-19 crisis; and

WHEREAS, FEMA funding assistance was initially provided to the City at a seventy-five percent (75%) federal cost share rate, resulting in the City receiving a reimbursement payment of \$109,028.70; and

WHEREAS, FEMA has now elected to provide additional funding assistance to the City to cover the remaining twenty-five percent (25%) of the costs that were incurred; and

WHEREAS, the remaining twenty-five percent (25%) of the costs that were incurred by the City were previously covered by a grant from the Wicomico County Health Department (WiCHD), which they awarded to the City from the Coronavirus Aid, Relief, and Economic Security (CARES) Act funds they received for COVID-19 related expenditures; and

WHEREAS, the City expects to receive reimbursement from FEMA in the amount of \$36,342.89 for the remaining twenty-five percent (25%) of COVID-19 related expenditures as reflected in the Exhibits attached hereto and incorporated herein as if fully set forth in this Ordinance; and

WHEREAS, the City will be required to forward the total amount of those funds to the WiCHD to reimburse them for the CARES Act grant funds previously awarded; 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 Council of the City of Salisbury; 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 ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Federal Emergency Management Agency, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$36,342.89.

48 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
49 **SALISBURY, MARYLAND**, as follows:

50 **Section 2.** The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

51 (a) Increase DHS / FEMA Revenue Account No. 10500-425120-18006 by \$36,342.89.

52 (b) Increase SFD Medical Expense Account No. 10500-546016-18006 by \$36,342.89.

53 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
54 **SALISBURY, MARYLAND**, as follows:

55 **Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
56 of this Ordinance shall be deemed independent of all other provisions herein.

57 **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
58 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,
59 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
60 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
61 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

62 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
63 if such recitals were specifically set forth at length in this Section 5.

64 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.

65 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
66 Salisbury held on the _____ day of _____, 2021 and thereafter, a statement of the substance of the
67 Ordinance having been published as required by law, in the meantime, was finally passed by the Council
68 of the City of Salisbury on the _____ day of _____, 2021.

69 **ATTEST:**

70 _____
71 **Kimberly R. Nichols, City Clerk**

72 _____
73 **John R. Heath, City Council President**

74 _____
75 _____
76 _____
77 _____
78 _____
79 _____
80 Approved by me, this _____ day of _____, 2021.

81 _____
82 _____
83 _____
84 _____
85 **Jacob R. Day, Mayor**

MEMORANDUM

To: Julia Glanz, City Administrator
From: Andy Kitzrow, Deputy City Administrator
Subject: Updated HORIZON program
Date: June 9, 2021

Here is summary of the Hotel Or Residential Incentive Zone (HORIZON) program. State Legislation SB 794 and HB 1179 has made this program possible.

Program Goals

The primary goal of the program is to accelerate the construction or expansion of hotel or multifamily residential development in the Central Business Zoning District and Riverfront Redevelopment Zoning Districts (Exhibit 1) spurring economic activity in Downtown Salisbury. Additionally, the program aims to:

- Add new jobs to the Downtown workforce by providing spaces, culture and an environment that will be attractive to new companies and promote local growth.
- Attract private capital investments into the Central Business District and Riverfront Redevelopment Districts by funding large scale development projects that increase the assessed value of real property in Downtown by millions of dollars.

Program Eligibility

- The project location is within one or more of the following Zoning Districts: Central Business District and/or Riverfront Redevelopment Districts and constitutes new development, rehab or revitalization of an existing building or property
- The project must serve primarily as a multifamily residential development or a hotel as defined in the City's annotated code.
- Upon completion, the project will increase the assessed value of the real property base value by at least \$10,000,000.00.

Tax Credit Schedule

- Twenty (20) year term as follows:

Tax Billing Year	Real Property Tax Credit
Years 1 to 5	100%
Years 6 to 10	80%
Years 11 to 15	60%
Years 16 to 20	40%

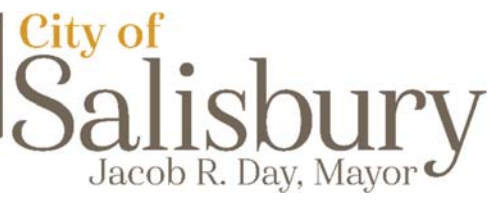
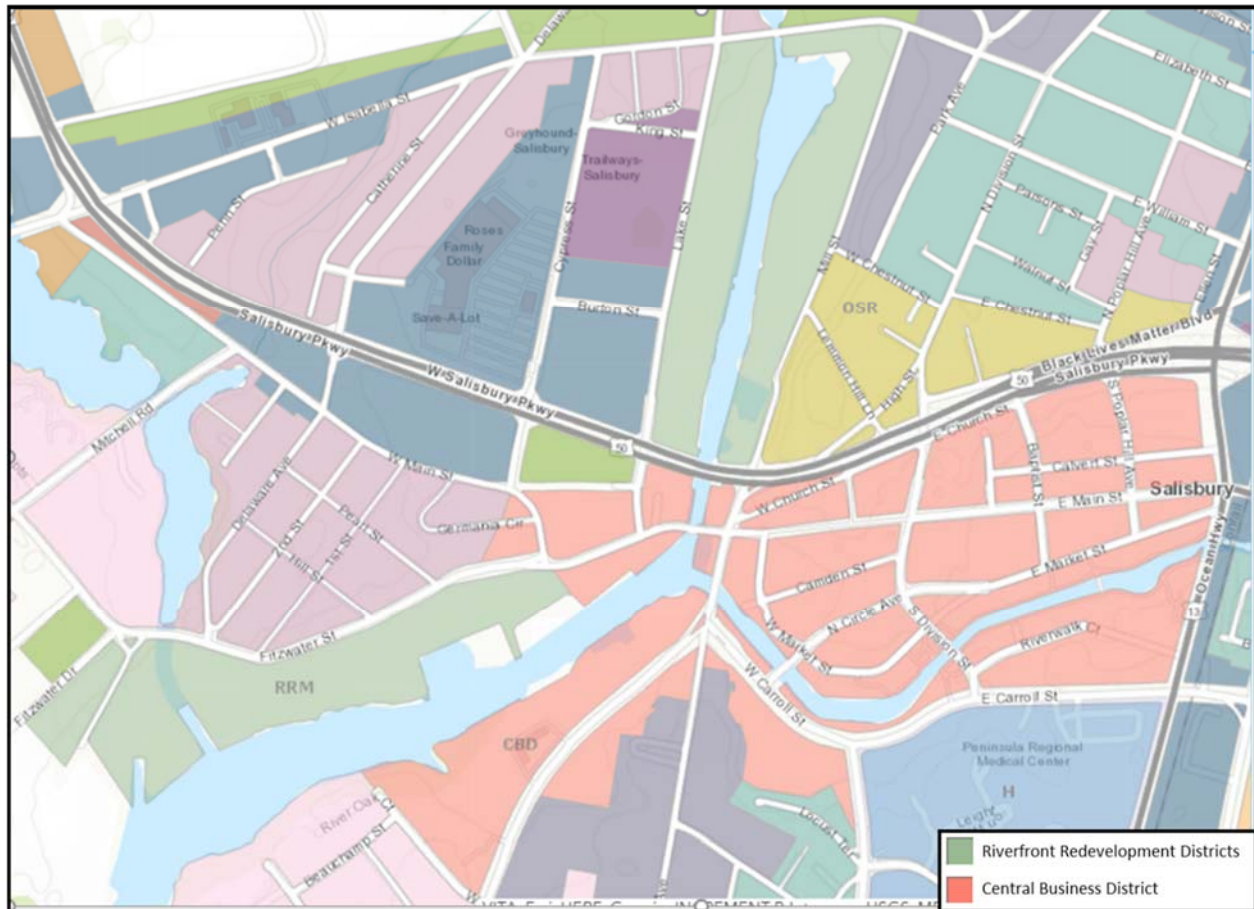


Exhibit 1



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ORDINANCE NO. 2669

**AN ORDINANCE OF THE CITY OF SALISBURY TO ESTABLISH A PROGRAM
TO ENCOURAGE HOTEL AND LARGE SCALE RESIDENTIAL
DEVELOPMENT AND REVITALIZATION IN THE DOWNTOWN AREA OF
SALISBURY, TO BE KNOWN AS THE HORIZON PROGRAM.**

WHEREAS, the City seeks to incentivize the construction and expansion of business interests in and near the Downtown area, specifically the Central Business Zoning District and Riverfront Redevelopment Zoning Districts as adopted via Resolution No. 2600 in the Envision Salisbury Master Plan, in order to increase the amount of economic activity in these areas; and

WHEREAS, implementing the Hotel Or Residential Incentive Zone (HORIZON) Program will encourage financially responsible businesses to construct or expand hotel and residential business interests in these areas, which may further result in positive economic and social effects, including, but not limited to increases in cultural activity opportunities, employment opportunities, and business activities; and

WHEREAS, the City through the Department of Infrastructure and Development shall process applications connected to the HORIZON Program to ensure compliance with the program and shall review and approve all completed applications before benefits tied to the program are approved and granted to developers; and

WHEREAS, the City has developed a HORIZON Program Guidelines and Application with specific requirements that shall be monitored and administered by the Department of Infrastructure and Development in order to ensure that all information and submissions are correct and properly considered; and

WHEREAS, the Mayor joins with the City Council in recommending the implementation of the HORIZON Program and application process; and

WHEREAS, the City's establishment of the HORIZON Program hereunder is authorized by Section 9-324(d) of the Property-Tax Article of the Annotated Code of Maryland.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Title 3 of the Salisbury City Code, entitled "REVENUE AND FINANCE, be and hereby is amended by adding a new Chapter 3.25, titled "Hotel Or Residential Incentive Zone (HORIZON) Program", as follows:

Chapter 3.25 Hotel Or Residential Incentive Zone (HORIZON) Program

3.25.010 – Definitions

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

"Multifamily" has the meaning set forth in Title 17 ZONING, Section 17.04.120

"Hotel" has the meaning set forth in Chapter 5.68

51 A. The HORIZON Program is hereby established for the purpose of accelerating the construction
52 or expansion of hotel or multifamily residential development in the Central Business Zoning District
53 and Riverfront Redevelopment Zoning Districts.

54
55 B. The City Council hereby adopts the HORIZON Program Guidelines and the Application
56 submitted with this ordinance and attached hereto and incorporated herein as Exhibit A as the initial
57 approved application and grants administrative powers to the Director of the Department of
58 Infrastructure and Development to process and monitor submitted applications in conjunction with
59 the Department of Finance, to make necessary changes to the application for the HORIZON
60 Program, and to adopt such additional rules and regulations as may be necessary for the proper and
61 efficient administration of the HORIZON Program.

62
63 C. An application for the HORIZON Program shall be subject to final approval by a Resolution of
64 the City Council.

65
66 D. Upon approval of an application for the HORIZON Program by a Resolution of the City Council,
67 the Department of Infrastructure and Development shall prepare a HORIZON Agreement for
68 execution by the applicant and the City.

69
70 E. All real property tax credits received through the HORIZON Program shall run with the land
71 and be payable only to the then current owners of the real property.

72
73 F. The HORIZON Program is hereby established for a period of ten years from the date of final
74 passage of the ordinance. The program shall be reevaluated prior to the end of the third year. The
75 City Council may approve modifications to the HORIZON Program and suspend or terminate the
76 continuance of the HORIZON Program at any time by Resolution of the City Council.

77
78 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
79 **SALISBURY, MARYLAND, as follows:**

80 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this
81 Ordinance shall be deemed independent of all other provisions herein.

82 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,
83 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or
84 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to
85 the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this
86 Ordinance shall remain and shall be deemed valid and enforceable.

87 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such
88 recitals were specifically set forth at length in this Section 4.

89 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.
90

91 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
92 Salisbury held on the ____ day of _____, 2021 and thereafter, a statement of the substance of
93 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council
94 of the City of Salisbury on the ____ day of _____, 2021.

95
96 ***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]***

97 ***[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***
98
99

100 **ATTEST:**

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104 **Kimberly R. Nichols, City Clerk**

John R. Heath, City Council President

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108 Approved by me, this _____ day of _____, 2021.

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113 **Jacob R. Day, Mayor**

114

HORIZON PROGRAM AGREEMENT

THIS HORIZON PROGRAM AGREEMENT (“Agreement”), is dated this ____ day of _____, 20__, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and **NAME**, a Maryland limited liability company (“Name”) (the City and Name are hereinafter referred to collectively as the “Parties”).

Recitals

WHEREAS, via Ordinance No. ____ passed on ____, 2021, the City established a program to encourage hotel and large scale residential development and revitalization in the downtown area of Salisbury, known as the HORIZON Program;

WHEREAS, Name is the owner of all that certain real property, and improvements thereon, located in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map ____, Grid ____, Parcel ____, and being described as “_____”;

WHEREAS, Name plans to develop the property by constructing _____, which, when complete, will consist of _____ (hereinafter referred to as the “Project”);

WHEREAS, the Parties acknowledge and agree the Project will have a material impact on the revitalization of Downtown Salisbury by significantly increasing the (hotel or housing) inventory available within Downtown Salisbury;

WHEREAS, via Resolution No. ____ passed on ____, 20__, the City authorized Name to utilize the HORIZON Program for Project.

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

1. Term. The term of this Agreement shall commence on _____ and shall continue for a term of twenty (20) (the “Term”). HORIZON Program Agreements are valid for one (1) calendar year from the agreement date. If projects are delayed or the schedule defined in the agreement is not met, then applicants may request a 1-year extension which will be considered by the Mayor.

2. Dates.

(a) This Agreement shall be deemed effective as of the date and year first above written, which shall be the later of the following dates: (a) the date this Agreement is executed by Name; or, (b) the date this Agreement is executed by the City.

(b) The Building Permit application must be received by the Department of Infrastructure and Development by _____, 20__.

(c) Construction will commence no later than _____, 20__.

(d) The certificate of occupancy must be received no later than _____, 20__.

3. Miscellaneous.

(a) **Authority.** Each party represents and warrants to the other party that: (i) it has the full right, power and authority to execute this Agreement; (ii) the execution and delivery of this Agreement and the performance of its obligations hereunder are not prohibited by or in breach of, and the provisions hereof do not conflict with, any other agreement, mortgage, contract or other instrument or document to which it is a party or by which it is otherwise bound; and, (iii) there are no legal requirements imposed upon

it which prohibit or limit the execution and delivery of this Agreement and the performance of its obligations hereunder.

(b) **Entire Agreement.** This Agreement, and all exhibits attached hereto, constitute the entire agreement and understanding of the Parties with respect to the matters set forth herein, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

(c) **Waiver - Amendments.** Any of the terms or conditions of this Agreement may be waived but only in writing by the party which is entitled to the benefit thereof, and this Agreement may be amended or modified in whole or in part only by an agreement in writing executed by all of the Parties.

(d) **Binding Nature of Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and permitted assigns. Name may assign this Agreement and all its rights hereunder to any successor(s)-in-interest of Name with respect to its ownership of, or any of its rights in and to, the Project or any part or portion thereof.

(e) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect or otherwise limit the validity and enforceability of the other provisions hereof.

(f) **Construction.** This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Section headings are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Agreement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

(g) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The Parties hereto acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of the Maryland courts and to venue in Wicomico County, Maryland with respect to any matter arising under, from or in connection with this Agreement.

(h) **Waiver of Jury Trial.** The Parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counter-claim brought by a party hereto against the other on any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties to one another, and/or any claim, injury or damage arising from or consequent upon this Agreement.

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

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(k) **Indemnity.** Name shall indemnify, defend and save harmless the City and its officers, employees and agents from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way connected with any injury to any person or damage to any property or any loss to the City or third parties.

(l) **Unsatisfactory work.** The City shall have the right to refuse tax credits to Name if the City believes the work for development of the Project is unsatisfactory, construction of the Project is not being completed according to the approved HORIZON application or this Agreement, or the increased assessed value of the real property does not meet the eligibility requirements.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals and acknowledged this Developer's Agreement as of the date and year referenced below.

WITNESS/ATTEST:

THE CITY:

City of Salisbury, Maryland

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

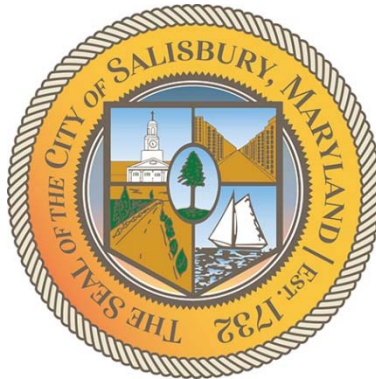
Date: _____, _____, 20__

DEVELOPER:

Name

By: _____ (SEAL)
Printed name and title

Date: _____, _____, 20__



HORIZON Program (Hotel Or Residential Incentive Zone)

Guidelines and Application

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

Phone: 833-SBY-CITY

June 2021

HORIZON Program Guidelines and Application

The HORIZON Program (the “**Program**”) is a real property tax credit program. The primary goal of the Program is to accelerate the construction or expansion of hotel or multifamily residential development in the Central Business Zoning District and Riverfront Redevelopment Zoning Districts (**Exhibit 1**), and to increase economic activity in Downtown Salisbury. Additionally, the Program aims to:

- Add new jobs to the Downtown workforce by providing spaces, culture and an environment that will be attractive to new companies and promote local growth.
- Attract private capital investments into the Central Business District and Riverfront Redevelopment Districts by supporting large scale development projects that increase the assessed value of real property in Downtown Salisbury.

Eligibility for HORIZON Program Real Property Tax Credit

A developer (each an “**Applicant**” and collectively the “**Applicants**”) may submit written documentation to the Director of the Department of Infrastructure & Development (“**DID**”) to establish eligibility for a project (a/the “**Project**”) if the Project meets all of the following criteria:

1. The Project must be located within one or more of the following Zoning Districts: Central Business District and/or Riverfront Redevelopment Districts, and must constitute new development, rehabilitation or revitalization of an existing building or property.
2. The Project must serve primarily as a multifamily residential development or a hotel as defined in the City’s Municipal Code.
3. Upon completion, the Project must increase the assessed value of the real property by at least \$10,000,000.00. If the master plan of the Project is “phased”, each phase must meet the eligibility requirements independently.
4. The Project must comply with all applicable Zoning and Building Codes.
5. The Project must be consistent with the Envision Salisbury Master Plan adopted via Resolution No. 2600, dated March 17, 2016, and the adopted Comprehensive Plan of the City of Salisbury.
6. The Project must comply with all requirements of the Salisbury Historic District Commission (**Exhibit 2**).
7. The Project must not have received a certificate of occupancy before July 1, 2021.

General Conditions

1. Applicants must comply with all Program guidelines and conditions.
2. Applicants must comply with the “Envision Salisbury Master Plan” proposal for the area in which the Project is located.
3. Applicants must be the owner of the Project to apply for the Program.

4. Properties and owners must be current on all City, County, State, and Federal property and income taxes and remain current throughout the tax credit term. Failure to comply will result in suspension of the tax credit during any period of non-compliance and, at the discretion of the City Council, may result in termination of the HORIZON Program Agreement (the “**HORIZON Agreement**”) and the forfeiture of tax credits for the remainder of the HORIZON Program Tax Credit Schedule (the “**Tax Credit Schedule**”). Reimbursement of tax credits received during any period of non-compliance will be required and, to the fullest extent permitted by law, shall be a lien on the property for which the HORIZON Program Tax Credit (the “**Tax Credit**”) was requested.
5. Building permits for a Project must be received within the schedule defined in the HORIZON Agreement.
6. All construction work for a Project must comply with applicable laws, ordinances, building codes and zoning ordinances.
7. The HORIZON Program Application (the “**Application**”) must include drawings of the proposed Project made to the specifications required by the Director of DID which demonstrate what the Project will look like when completed and show it will be in full compliance with the requirements of the Program. Upon completion of the Project, the Applicant will obtain an appraisal of the real property from a qualified professional appraiser approved by the City of Salisbury.
8. The Applicant shall not deviate from the Project described in the Application or change the intended use of the property (e.g. change the Project from development of residential units to development of retail space); doing so without the prior approval of the Director of DID and the Council will disqualify the Project for the Tax Credit.
9. It is expressly agreed that Applicants shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances, and other regulations applicable to any Project for which the Tax Credit is sought under the Program.
10. It is expressly understood and agreed by each Applicant, that Applicants waive and release the City of Salisbury, its agents, employees, officers and/or directors from any and all liability for or arising from any property damage, personal injury, or other loss related in any way to the Project, the development and/or construction thereof, the Program or any Tax Credit(s) granted to an Applicant thereunder.
11. Each Applicant shall be responsible for hiring and executing an agreement with a general contractor, licensed to operate in the State of Maryland, for the construction of the Project. Each Applicant shall ensure that, in connection with the construction of the Project, its general contractor provides insurance coverage for comprehensive public liability, property damage liability, builder’s risk, and workers’ compensation.
12. Each Applicant must certify that: there are no hazardous materials located on the property at which the Project is constructed; the Applicant will not cause or allow any hazardous materials to be placed on the property at which the Project is constructed; and, the property

at which the Project is constructed is in compliance with all applicable Federal, State, and local environmental laws and regulations.

13. Applicants shall maintain or cause to be maintained both property and commercial general liability coverage for the Project and the property at which the Project is constructed, both during and after the construction/rehabilitation related to the Program.
14. If a Project is located in the 100-year floodplain, as designated by Federal Emergency Management Agency (FEMA), the Applicant shall be required to provide evidence of flood insurance coverage.
15. Following the completion of the Project, the Applicant shall ensure that all necessary approvals for the commencement of the activities that will take place on the property, including all applicable permits and licenses, have been obtained.
16. Having met all other requirements to receive a building permit, the Applicant shall commence construction of the Project no later than one (1) year after the date that the City Council formally adopts the Resolution approving the Application for the Project or pursuant the schedule as set forth in the HORIZON Agreement.
17. An Applicant must secure the certificate of occupancy for the Project no later than two (2) years after the date the building permit is issued for construction of the Project or pursuant to the schedule as defined in the HORIZON Agreement.
18. An Applicant shall maintain the property and all improvements of the Project, and otherwise comply with the Municipal Code of the City of Salisbury.
19. An Applicant shall authorize the City of Salisbury to promote any Project approved for the Program. Such promotion by the City of Salisbury may include, but is not limited to displaying a sign at the Project site during and after construction, and using photographs and descriptions of the Project in City of Salisbury materials and press releases.
20. The City of Salisbury shall have the right to refuse and/or rescind the Tax Credits granted for the Project if the City believes the work is unsatisfactory, the construction of the Project is not being completed according to the approved Application or the executed HORIZON Agreement, or the increased assessed value of the real property following completion of Project construction does not meet the eligibility requirements.
21. If the property at which a Project approved for the Program is constructed (or planned for construction) changes ownership and becomes tax exempt during the term of the program, then 50% of the Tax Credits received prior to such change of ownership shall be reimbursed to the City of Salisbury within thirty (30) days from the date of settlement on the change of ownership. Reimbursement of Tax Credits received will be required, and, to the fullest extent permitted by law, shall be a lien on the property for which the Tax Credit was requested.

Tax Credit Schedule

1. The Tax Credits will be calculated on the increased assessed value of the real property after completion of the Project. The full amount of taxes shall be collected on the assessed value of the property prior to beginning the Project (including demolition of pre-existing improvements), or the assessed value of the real property without improvements, whichever will result in the higher tax to be paid. Taxes shall also be collected on the increased assessed value, described above, minus any applicable credit throughout the duration of the twenty (20) year term.
2. The Tax Credit may be combined with other local, state, and federal incentive programs. The Tax Credit will not supersede state or federal incentive programs and will be applied after those incentive programs have been applied to the real property tax bill.
3. Once a certificate of occupancy for the Project has been issued and the real property, at which the Project is constructed, has been appraised and its increased assessed value established, the Tax Credit will take effect during the next fiscal year tax billing cycle.
4. Tax Credit in each year will be that percentage set forth in the table below of the excess taxes due over and above the assessed value of the subject real property prior to commencing construction of the Project (including demolition of pre-existing improvements), or the assessed value of the real property without improvements, whichever will result in the higher tax to be paid. The Tax Credit schedule is as follows:

Tax Billing Year	Real Property Tax Credit
Years 1 to 5	100%
Years 6 to 10	80%
Years 11 to 15	60%
Years 16 to 20	40%

Tax Credit Process

- 1) Tax credits will be applied to City of Salisbury the annual real property tax bills issued for the property at which the Project is located. Remaining balances will be due as scheduled.
- 2) Properties must be current on all City, County, State, and Federal property and income taxes. All Tax Credits will be suspended unless and until the property's owners and tenants are current on all City, County and State property and income taxes.
- 3) Once initiated, the Tax Credit will run, in accordance with schedule set forth above, for the entire term of twenty (20) years unless the owner of the property becomes delinquent in paying the aforementioned taxes or fails to meet the eligibility requirements or general conditions of the Program.

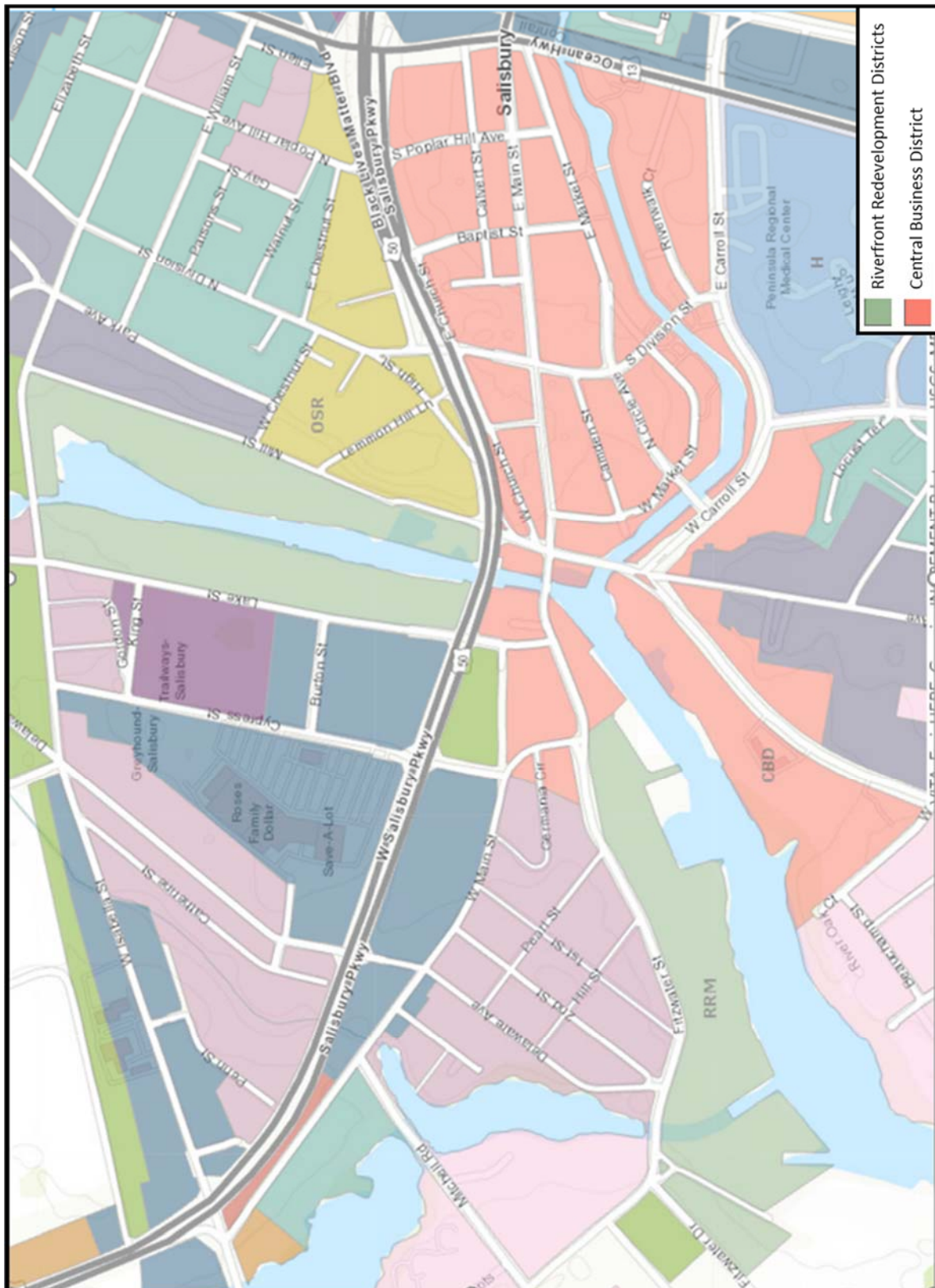
Requirements for Application for HORIZON Tax Credit

1. Interested Applicants must meet with DID staff to review the Program and specifications for the Applicant's Project.
2. Applications are due **(i)** after preliminary site plan approval for the Project by DID and **(ii)** prior to issuance of grading/site permits for the Project.
3. One copy of the completed Application shall be submitted in paper form to DID and an electronic copy shall also be emailed to infdev@salisbury.md.
4. Portions of an Applicant's Application may be kept confidential by completing a Nondisclosure Agreement upon request and providing specific reasons for the request. Notwithstanding any term to the contrary set forth herein, Applicants expressly acknowledge and agree that any Maryland public information act requests may result in information marked "confidential" by the Applicant being disclosed by the City unless such information is prohibited from disclosure (or is permitted for non-disclosure) under Maryland's Public Information Act.
5. **IMPORTANT NOTE:** Applications for the Program must be received, reviewed and confirmed as complete by DID **PRIOR** to the issuance of a certificate of occupancy for the Project.
6. The Director of DID will issue an official Notice of Pre-Approval in the form of a Letter of Intent to be signed by the Applicant. Included with the Letter of Intent will be a preliminary summary of the Tax Credit for the Project and a proposed draft HORIZON Agreement for the Project. Applicants must agree to the negotiated terms within thirty (30) days of receipt of these documents.
7. Once the Letter of Intent has been signed, the Application, and recommendation will be forwarded to the Mayor for the Mayor's pre-approval.
8. Once the Mayor has pre-approved the Project for Program Tax Credit, a Resolution supporting the Tax Credit and proposed HORIZON Agreement for the Project will be presented at a City Council Work Session and subsequently (if approved) the Resolution will be sent to a City Council Legislative Session for City Council approval.
9. DID staff will finalize the HORIZON Agreement for Project, which must be executed by the Applicant within fifteen (15) days of the Applicant's receipt thereof. A HORIZON Agreement shall be valid for one (1) calendar year from the date the HORIZON Agreement is fully executed by the Applicant and the City of Salisbury. If construction of the Project is delayed or the schedule set forth in the HORIZON Agreement is not met, then the Applicants may request a one (1) year extension, and approval of such request shall be considered by the Mayor.
10. Applicants shall agree to adhere to the development schedules included in their Application, in the HORIZON Agreement, and (if applicable) any Land Disposition Agreements/Contracts approved by the City.

Exhibit 1

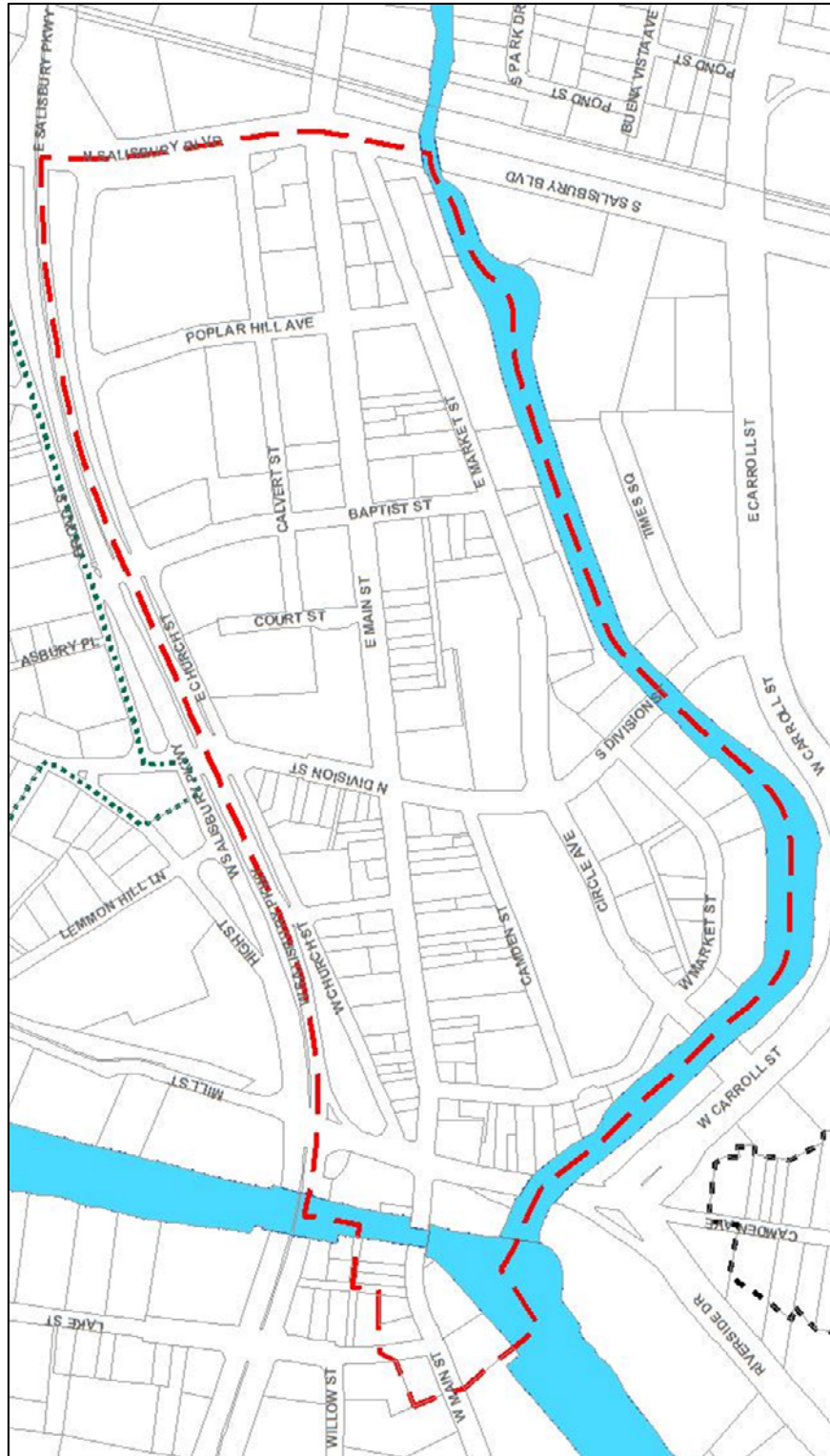
City of Salisbury Zoning Map

The legend includes the Central Business District and the Riverfront Redevelopment Districts.



Downtown Historic District

Salisbury's Downtown Historic District is denoted as the area within the red dashed-line boundaries. A complete copy of the City of Salisbury Historic District Guidelines are available online at <https://salisbury.md/boards-and-commissions/historic-district-commission> or by request.



City of Salisbury
HORIZON Program Application

General Information

Application Date: _____

Legal Name of Business:

Address of Property:

Legal Description of Property:

Name of Business Owner:

Address of Business Owner:

Business Owner Telephone #: _____

Business Owner E-mail address: _____

Name of Property Owner:

Address of Property Owner:

Property Owner Telephone #: _____

Property Owner E-mail address: _____

Property Assessment Overview

Current Assessed Value of the Real Property \$ _____

Current City of Salisbury Real Property Taxes \$ _____

Completed Project Appraised (Assessed) Value of the Property \$ _____

Project Narrative

1) Brief history of the site / building:

2) General description of the proposed project:

3) How does this project align with the HORIZON program goals?

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

5) Use Mix: Type of Use / Percentages:

6) Property ownership structure:

7) Do you intend to “Phase” the project? If so, please provide phasing details.

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

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

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

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

I, the Applicant, have read and understand the HORIZON Program guidelines, and I agree to abide by the general conditions as set forth in this application. I further understand that if I am awarded the real property tax credit, I will be required to enter into a HORIZON Program Agreement with the City of Salisbury.

Signature of Business Owner: _____

Printed Name: _____ Date: _____


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

Signature of Property Owner: _____

Printed Name: _____ Date: _____



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development 
Date: May 14, 2021
Re: Abandonment of the Alley between Davis Street and East William Street near East Main Street

The Department of Infrastructure and Development received and reviewed a Resubdivision Plat of the lands of Healing Hands Animal Hospital which is located at 727 East Main Street. Discussions about expansion of the building led to the possibility to close the alley located between two parcels owned by CLJW Realty, LLC. The alley runs between Davis Street and East William Street. Abandoning the alley would allow the property owner to add a portion of their other lands to their Hospital lands without restrictions of building across the alley.

On February 1, 2021, the City Surveyor sent letters with an exhibit showing the proposed alley abandonment to each property owner that abuts the alley. A sample letter is attached for reference. All of the owners have responded and have agreed to the abandonment of the alley. Attached is an Ordinance to abandon the alley.

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



February 1, 2021

CLJW Realty, LLC
727 E. Main Street
Salisbury, MD 21804

To Whom It May Concern,

The City of Salisbury has received a request to consider the abandonment of an alley running from Davis Street to E. William Street approximately 127 feet north of E. Main Street. You are being notified as the owner of the following property which is adjoining the alley.

Address: 727 E. Main Street

Tax ID Numbers: 05-020565

The alley is private and has a width of ten (10) feet as shown on the Plat of Glen Haven recorded among the Land records of Wicomico County in book JCK 142, page 999 (outlined in red on the attached drawing). In the event the alley is abandoned, adjoining property lines would be extended to the centerline of the alley to define the portion of the alley to be conveyed to and become part of the adjoining lands. It will be the responsibility of the adjoining property owners to revise and record a new deed for their properties.

At this time, we are requesting your consideration of this request for abandonment to determine if you would have any objection. Such consideration could include the potential for future development of your property or a need for continued use of the alley for access to the rear portion of your property.

We would appreciate your comments on this request within the next two weeks of the date of this letter prior to us making a decision on the request. Should you have any questions, please contact Mr. Les Sherrill, City Surveyor, at 410- 548-3170 or lesherrill@salisbury.md

Sincerely,

Amanda Pollack
City of Salisbury
Director of Infrastructure & Development

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**AN ORDINANCE OF THE CITY OF SALISBURY FOR THE
ABANDONMENT OF AN ALLEY LOCATED BETWEEN EAST
WILLIAM STREET AND DAVIS STREET, NEAR EAST MAIN
STREET.**

WHEREAS, SC11-2 of the Charter of the City of Salisbury (the “**Charter**”) grants the City of Salisbury (the “**City**”) exclusive authority over all public ways located within the municipal boundaries of the City; and

WHEREAS, pursuant to the authority granted the City under SC11-2 of the Charter, the City deems it necessary and appropriate to abandon that certain alley located within the municipal boundaries of the City and between East William Street and Davis Street, near East Main Street (the “**Alley**”); and

WHEREAS, the Alley intended for abandonment by the City pursuant to this Ordinance is more particularly depicted as all that area highlighted on the Glen Haven Plat, dated May 10, 1926 and prepared by Hannaman Burroughs Co., attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the City's abandonment of the Alley hereunder will not affect any public access to public roadways; additionally, a portion of the Alley has been non-accessible for public ingress and egress for several years preceding the date hereof; and, furthermore, any use of the Alley has been primarily limited to properties located nearby to the Alley; and

WHEREAS, the City Department of Infrastructure and Development has provided prior written notice to all owners of property abutting the Alley informing each of them of the City's intention to abandon the Alley and of each of their respective rights and responsibilities as to such portion(s) of the Alley abutting their respective property following the City's abandonment of the Alley as intended by this Ordinance, and all such property owners have responded to the City Department of Infrastructure and Development indicating their consent to the City's closure and abandonment of the Alley; and,

WHEREAS, the City Department of Infrastructure and Development requests abandonment of the Alley to ensure the owners of property abutting the Alley can obtain ownership of such applicable portion(s) of the Alley, if such owners so desire; and,

WHEREAS, upon the adoption of this Ordinance, the City Department of Infrastructure and Development will provide written notice to all owners of property abutting the Alley informing each of them that, pursuant to the City's abandonment of the Alley hereunder, the City shall not be responsible for any maintenance or costs associated with the Alley as of the date this Ordinance takes effect as set forth herein below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that, pursuant to the authority granted the City under SC11-2 of the Charter, the Alley located within the municipal boundaries of the City and between East William Street and Davis Street, near East Main Street, as more particularly depicted by the area highlighted on the aforesaid plat attached hereto and incorporated herein as **Exhibit A**, is hereby closed and deemed abandoned, in its entirety, by the City.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,

unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 4. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.

Section 5. This Ordinance shall take effect from and after the date of its final passage.

Section 6. Upon its final passage, this Ordinance shall not be codified.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the _____ day of _____, 2021 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 of the City of Salisbury on the _____ day of _____, 2021.

ATTEST:

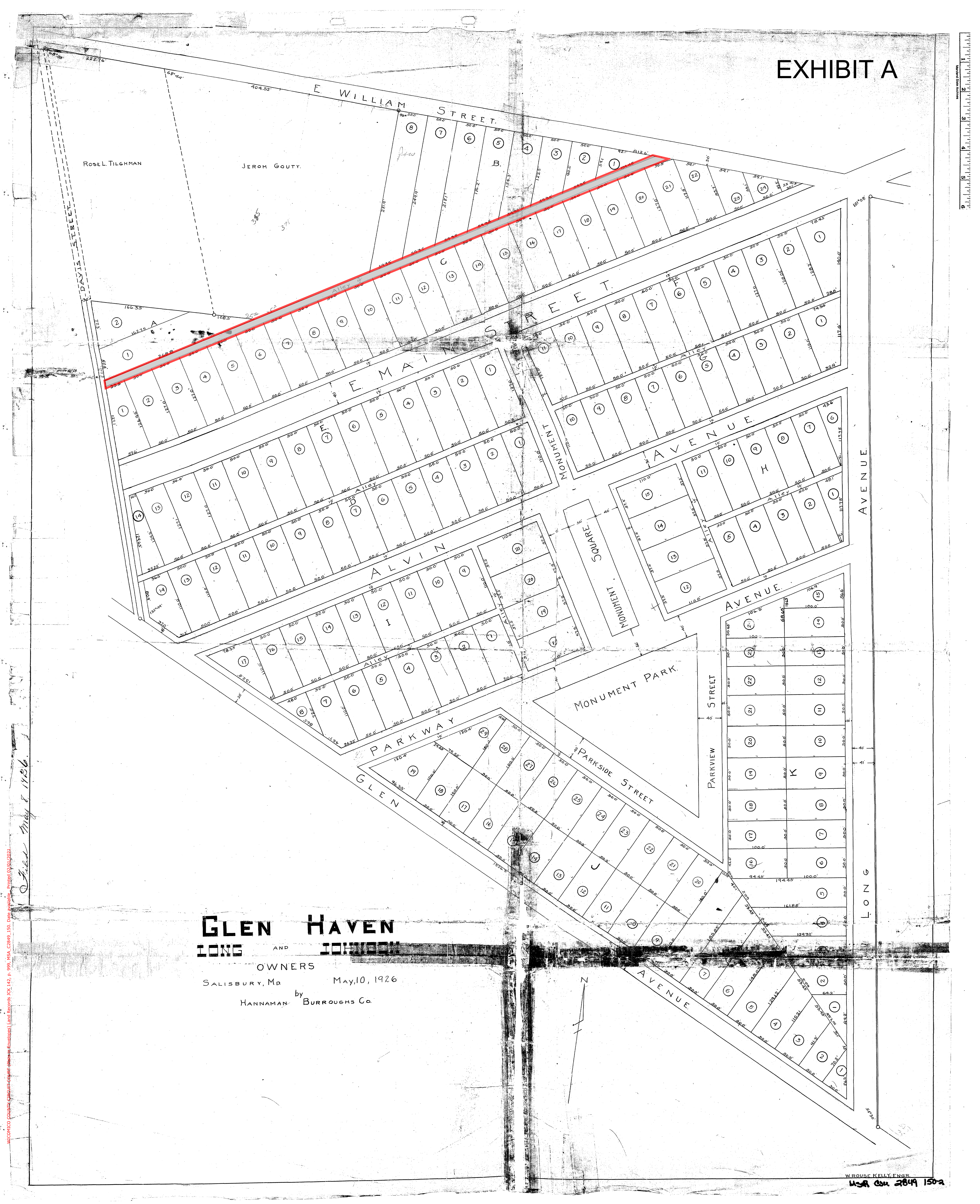
Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

Approved by me, this _____ day of _____, 2021.

Jacob R. Day, Mayor

EXHIBIT A



GLEN HAVEN
LONG AND JOHNSON

OWNERS
SALISBURY, MD May 10, 1926
by
HANNAMAN BURROUGHS CO.