



CITY OF SALISBURY CITY COUNCIL AGENDA

February 10, 2020

Government Office Building

6:00 p.m.

Room 301

Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:02 p.m. CITY INVOCATION – Rev John Wright of Unitarian Universalist Fellowship at Salisbury

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

6:05 p.m. COMMUNITY PRESENTATION – Edible Garden on the Riverwalk Placemaking Grant – Coastal Association of Realtors President Joe Wilson, President-Elect Joni Martin Williamson, Executive Vice President Page Browning, and Government & Public Affairs Director Sarah Rayne

6:15 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:16 p.m. CONSENT AGENDA – Assistant City Clerk Diane K. Carter

- **January 27, 2020 Legislative Session Minutes**
- **Resolution No. 2995**- accepting a 2018 Toyota Tacoma, Vehicle Identification Number 3TMCZ5AN1JM16130. The automobile has been forfeited by the Circuit Court of Wicomico County to be used for various operations by the Salisbury Police Department.
- **Resolution No. 2996**- accepting a donation of a semi-trailer from Perdue Farms, Inc. for the Department of Field Operations
- **Resolution No. 2997**- to amend the Gift Policy by creating a minimum threshold to requiring Council approval for acceptance of monetary and material donations valued at more than five thousand dollars from various individuals, organizations, and stakeholder groups
- **Resolution No. 2998**- declaring that Arvind Jain, DMD is eligible to receive Enterprise Zone benefits for property located at 614 Eastern Shore Drive, Salisbury MD
- **Resolution No. 2999**- declaring that Safety Resources, LLC is eligible to receive Enterprise Zone benefits for property located at 1938 Windsor Drive, Salisbury MD

6:20 p.m. RESOLUTION – City Administrator Julia Glanz

- **Resolution No. 3000**- authorizing the Capacity Fee of the City's Comprehensive Connection Charge to be waived for the redevelopment of 123 Bateman Street

- **Resolution No. 3001**- in support of the submission of legislation to the Maryland General Assembly to create a local Alcohol License Commission for the City of Salisbury
- **Resolution No. 3002**- in support of the submission of legislation to the Maryland General Assembly to require a tax setoff for municipalities in Wicomico County

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

- **Ordinance No. 2577**- 1st reading- approving a budget amendment of the FY20 General Fund Budget to appropriate the funds received from the Heron Agility Group for the purchase of K-9 bullet proof vests
- **Ordinance No. 2578**- 1st reading- to amend Chapter 12.20 Chesapeake Bay Critical Area Natural Resources Program, Sections .010.a., .010.b., .010.c., .020.a., .110.a., .110.b., .120.b., .102.b.50., .120.b.92., .140.a.2.d., .190.b., .260.c., .270.b., .280.a.1., .290.d., .300.a., .310.a., .320, .350.c.5., .410.b., .530 and .530.e. of the Salisbury Municipal Code by deleting the references to the Department of Planning, Zoning and Community Development and replacing with the Department of Infrastructure and Development, correcting references to COMAR and by adding Article XIX, Section .540 to add a section for fees and costs; and an ordinance of the City of Salisbury to amend the fee schedule for FY 2020 to establish fees for the Critical Area Program
- **Ordinance No. 2579**- 1st reading- authorizing the Mayor to sign the grant agreement and accept a grant of \$100,000.00 from the Maryland Department of Transportation Maryland Bikeways Program for the design and construction of the West Side Bike Network and approving an amendment of the FY20 Budget to allocate said funds for purposes of implementation
- **Ordinance No. 2580**- 1st reading- to amend the fee schedule for FY 2020
- **Ordinance No. 2581**- 1st reading- requiring a permit for placement of facilities or utilities in the City rights-of-way and adopting specific regulations applicable to above ground facilities including communications facilities, small cell facilities, and wireless support structures in the rights-of-way
- **Ordinance No. 2582**- 1st reading- authorizing the Mayor to enter into an agreement with the Maryland Department of Planning for the purpose of accepting grant funds in the amount of \$19,810 and approving a budget amendment to appropriate the grant funds for the City of Salisbury 2020 Census Outreach Activities

6:55 p.m. PUBLIC COMMENTS

7:00 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 – FEBRUARY 24, 2020

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Posted 2/6/20

CITY OF SALISBURY, MARYLAND

REGULAR MEETING

JANUARY 27, 2020

PUBLIC OFFICIALS PRESENT

*President John “Jack” R. Heath
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, Procurement Director Jennifer Miller, Housing and Community Development Director Everett Howard, Assistant City Clerk Diane K. Carter, City Attorney Mark Tilghman, and interested citizens.

CITY INVOCATION – PLEDGE OF ALLEGIANCE

The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President John R. Heath called the meeting to order and invited Pastor Greg Carlson from Park Seventh Day Adventist Church to the podium to provide the City Invocation, followed by the Pledge of Allegiance to the flag of the United States of America.

ADOPTION OF LEGISLATIVE AGENDA

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

CONSENT AGENDA – presented by Assistant City Clerk Diane K. Carter

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

- **January 13, 2020 Legislative Session Minutes**
- **January 13, 2020 Closed Session Minutes** (separate envelope)
- **Resolution No. 2991**- approving the reappointment of Sharon Murphy to the Friends of Poplar Hill Mansion for term ending February 2023
- **Resolution No. 2992**- approving the reappointment of Eugenie Shields to the Friends of Poplar Hill Mansion for term ending February 2023
- **Resolution No. 2993**- approving the reappointment of Carol Smith to the Friends of Poplar Hill Mansion for term ending February 2023
- **Resolution No. 2994**- approving the reappointment of Elizabeth Wolfe to the Friends of Poplar Hill Mansion for term ending February 2023

AWARD OF BIDS – presented by Director of Procurement Jennifer Miller

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

- Declaration of Surplus, Salisbury Police Departments Vehicles \$0.00

Ms. Miller reported the two vehicles were Administration Vehicle #1601 and Patrol Vehicle #1482.

ORDINANCES – presented by City Attorney Mark Tilghman

- Ordinance No. 2575**- 2nd reading- approving a budget amendment of the City's Special Revenue Fund Budget and to accept and appropriate funds from the Bless Our Children Campaign for the Santa's Workshop Program

Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve Ordinance No. 2575 for second reading.

- Ordinance No. 2576**- 2nd reading- to reallocate Bond and Lawsuit proceeds to fund projects previously authorized in FY20 Budget Ordinance Schedule B

Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve Ordinance No. 2576 for second reading.

PUBLIC COMMENTS

- Mayor Jacob R. Day**

Mayor Day thanked Council for attending the breakfast earlier in the day at Salisbury University. He reported that he recently attended the US Conference of Mayors Conference and the Mayor's Innovation Project, and along with two other Maryland mayors he was invited to spend time at The White House to learn about funding that may be available in the coming year for programs aimed to partner homelessness reduction with mental health and addiction first-aid. Recognizing that Salisbury was one of the only small cities in America addressing the three issues through a comprehensive program, the question was why was there was no funding available if they want the City to implement programs and responses. They were working on a proposal to take to Congress.

- Citizen comments**

Other comments provided by one member of the Public included the following:

- She has lived on Holland Avenue for fifteen years and the alley behind her house is never cleaned. She has asked her representatives to have it cleaned, and never gets an answer. Mr. Tom Stevenson helped her before, and she did not think she should ask him again, as it belongs to the City. She and her husband both have health issues and should not have snakes and raccoons in their yard. She would like to enjoy her backyard this summer, and said her landlord did not own the alley.

- *She asked her representatives to do something about Isabella Street between Naylor Street and Truitt Street. Children walk to school and when cars come they have to walk in mud holes. If it snows, they can't leave their houses to come down Naylor Street towards Truitt Street to walk to school, so they have to go all the way around. It is a terrible street. She had her car in the shop twice, and should have sued the City from what the mechanic told her that the street caused to happen to her car.*
- *She read in a local paper about a memorial for the three black men killed in Salisbury many years ago. She said we do not know who was involved, and asked that the City not donate money for the plaque. She said everyone should get along and if we keep stirring the pots, things are going to come up that we do not want. She said that under the leadership of the Mayors Ireton and Day, Salisbury has moved forward. People do not want Stonewall Jackson at the Court House, so leave this alone and let them all rest in peace.*

Mayor Day asked that Mr. Everett Howard and the citizen discuss the properties needing cleaning. He said that Mr. Stevenson was the correct person to address alleys, and he did not pay for the cleaning himself, but out of the City budget. As it was not the City's responsibility to address alleys, they would continue until some point when they would require the maintenance be done by the adjacent property owners.

Mayor Day said the sections of Isabella Street the citizen mentioned were not shown on the CIP as needing paving, but one portion indicated the need for minimal patching. With the return of Highway User funds to the City, much more paving has been done. He said that paving was determined by its scientific condition as indicated by the infrared camera, and not done anymore by who can complain the loudest. The solution to paving used to be full mill and pave, but they can now pave at different levels depending on the needs of the street using the micro-seal, crack seal, top coat pave, or full mill and pave. He would send the information to Council regarding where Isabella Street was on the map for paving.

Ms. Blake said she discussed the alley with Ms. Glanz and had offered to the citizen to have it cleaned by a group of scouts, but the citizen declined due to fear the raccoons would hurt them. Since winter was approaching, they decided to re-address the alley in the spring.

Ms. Blake asked everyone to consider donating the gift of blood.

Ms. Jackson reported that she and Ms. Blake were escorting the Youth to the National Black Caucus Legislative Meeting on Saturday, February 1, 2020. The program was not exclusively for African American children, but open to children of any nationality. Registration would remain open through January 28th for those wishing to attend.

ADJOURNMENT

With no further business to discuss, the Legislative Session adjourned at 6:25 p.m.

CITY OF SALISBURY, MARYLAND
CLOSED SESSION
JANUARY 6, 2020

TIME & PLACE: 4:30 p.m., Government Office Building – Room 301
PURPOSE: To consult with counsel to obtain legal advice on a legal matter, before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
VOTE TO CLOSE: Unanimous (5-0)
CITATION: Annotated Code of Maryland §3-305(b)(7)(14)
PRESENT: Council President John “Jack” R. Heath, Mayor Jacob R. Day, Council Vice President Muir Boda, Councilwoman Angela M. Blake, Councilwoman Michele Gregory, Councilwoman April Jackson, City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Department of Infrastructure and Development (DID) Director Amanda Pollack, City Planner Anne Roane, Housing and Community Development Director Everett Howard, City Attorney Mark Tilghman, and City Clerk Kimberly Nichols

The City Council convened in Open Session in Room 301 in the Government Office Building at 4:30 p.m. President Heath called for a motion to convene in Closed Session as permitted under the Annotated Code of Maryland §3-305(b)(7)(14). Mr. Boda moved, Ms. Jackson moved seconded, and the vote was unanimous (5-0) to convene in Closed Session.

While in Closed Session, Council discussed the 407 Anne Street Disposition and provided guidance regarding the RFP. Council received an update on Lot 16 and The Salisbury Green developments and proposals, and received advice from City Attorney Mark Tilghman regarding the 130,132,144 East Main Street Parking Agreement, Air Rights Agreement, and Temporary Construction Easement.

At 5:21 p.m., Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous (5-0) to adjourn the Closed Session.

At 5:28 p.m. Council convened in the regularly scheduled Work Session and President Heath reported Council had discussed 407 Anne Street Disposition, Lot 16 and The Salisbury Green, and 130, 132, 144 East Main Street Parking Agreement, Air Rights Agreement, and Temporary Construction Easement in the Closed Session.

CITY OF SALISBURY, MARYLAND
CLOSED SESSION
JANUARY 13, 2020

TIME & PLACE: 6:35 p.m., Government Office Building – Room 301
PURPOSE: To consult with counsel to obtain legal advice on a legal matter
VOTE TO CLOSE: Unanimous (5-0)
CITATION: Annotated Code of Maryland §3-305(b)(7)
PRESENT: Council President John “Jack” R. Heath, Council Vice-President Muir Boda, Councilwoman Angela M. Blake, Councilwoman Michele Gregory, Councilwoman April Jackson, Deputy City Administrator Andy Kitzrow, Department of Infrastructure and Development (DID) Director Amanda Pollack, Finance Director Keith Cordrey, Assistant City Clerk Diane K. Carter, and City Attorney Mark Tilghman

ABSENT: Mayor Jacob R. Day

The City Council convened in Legislative Session in Room 301 in the Government Office Building at 6:00 p.m. At 6:35 p.m., President Heath called for a motion to convene in Closed Session as permitted under the Annotated Code of Maryland §3-305(b)(7). Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous (5-0) to convene in Closed Session.

While in Closed Session, Council received advice from City Attorney Mark Tilghman regarding legal options to consider in an annexation petition. Mr. Tilghman also provided Council an update on an easement.

At 6:50 p.m., Mr. Boda moved, Ms. Blake seconded, and the vote was unanimous (5-0) to adjourn the Closed Session.

Council immediately convened in Open Session and President Heath reported that while in Closed Session Council had consulted with the City Attorney regarding legal options to consider in an annexation petition and received an update on an easement.

Thereafter, with no further business to discuss, the Open Session adjourned at 6:52 p.m.

Assistant City Clerk

City Clerk

Council President



City of Salisbury

Salisbury Police Department

January 2, 2020

To: Julia Glanz
City Administrator

From: Colonel Dave Meienschein

Reference: Resolution- Forfeited Vehicles

Attached is a Resolution requesting that the City Council approve the addition of one forfeited vehicle to the Salisbury Police Department's vehicle fleet. This vehicle was forfeited by the Circuit Court of Wicomico County in the disposition of a criminal proceeding.

The vehicle currently has no lien against the title and is valued at approximately \$35,000 dollars. The vehicle does have approximately \$7,500 dollars of cosmetic damage which would need to be repaired prior to being inspected, pending the approval of the City Council. This vehicle will be utilized for various operations and details by the Police Department personnel.

Currently, the Police Department has two other vehicles which have been used for these same purposes since being forfeited in 2011. These vehicles are dated and have started having the mechanical failures which would be normal for their years.

Any further questions can be directed to me and if no further questions arise, please forward the Resolution to the City Council.

David Meienschein
Assistant Chief of Police



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



STATE OF MARYLAND

v.

SEAN O'HARA

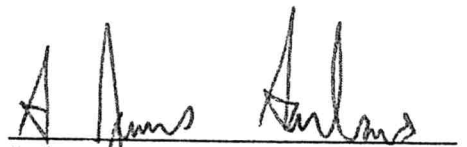
* IN THE CIRCUIT COURT
*
* FOR WICOMICO COUNTY,
*
* STATE OF MARYLAND
*
* CASE No.: C22-CR19-0539

* * * * *

ORDER OF FORFEITURE

UPON CONSIDERATION of the State's motion and with the voluntary consent of the Defendant, pursuant to the plea agreement entered in the above-captioned matter, it is therefore **ORDERED** by the Circuit Court for Wicomico County, State of Maryland, that the motion be granted.

It is further **ORDERED** that any interest held by the Defendant in one 2018 Toyota Tacoma, vehicle identification number 3TMCZ5AN1JM161630, seized from the Defendant or otherwise seized pursuant to the investigation/arrest conducted by the Salisbury City Police Department shall be forfeited unto Salisbury, Maryland for use by the Salisbury City Police Department.



Judge
Circuit Court for Wicomico County

12-13-19

Date

RESOLUTION NO. 2995

A RESOLUTION OF THE CITY OF SALISBURY ACCEPTING A 2018 TOYOTA TACOMA, VEHICLE IDENTIFICATION NUMBER 3TMCZ5AN1JM16130. THE AUTOMOBILE HAS BEEN FORFEITED BY THE CIRCUIT COURT OF WICOMICO COUNTY TO BE USED FOR VARIOUS OPERATIONS BY THE SALISBURY POLICE DEPARTMENT.

WHEREAS, the Circuit Court of Wicomico County has forfeited a 2018 Toyota Tacoma, vehicle identification number 3TMCZ5AN1JM16130 (“the automobile”) to the City of Salisbury Police Department as part of a pleas agreement (Case No. C22-CR19-0539); and

WHEREAS, the automobile has approximately \$7,500 dollars of cosmetic damage which would need to be repaired prior to inspection; and

WHEREAS, the Salisbury Police Department already has funds budgeted for the repair of the automobile; and

WHEREAS, the automobile has an approximate value of \$35,000; and

WHEREAS, the automobile would be incorporated into the vehicle fleet; and

WHEREAS, the automobile will be maintained by the Police Department’s Criminal Investigations Division and used for covert operations and as a tool for public safety.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the 2018 Toyota Tacoma, vehicle identification number 3TMCZ5AN1JM16130, be accepted from the Circuit Court for Wicomico County and added to the Salisbury Police Department vehicle fleet, and that the Mayor or his designee shall work with the City Solicitor and execute any necessary documents to process the title work for the automobile.

THIS RESOLUTION shall take effect from and after the date of its final passage.

THIS RESOLUTION was introduced, read and passed at a meeting of the Council of the City of Salisbury held on the _____ day of _____, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS _____ day of _____, 2020.

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Tom Stevenson, Director of Field Operations
Date: January 16, 2020
Re: Donation of Semi-Trailer

Attached is a Resolution for consideration to accept the donation of a semi-trailer from Perdue Farms at an approximate value of \$5,000.00.

This semi-trailer will be used to store the tree and all other displays used each year for Winter Wonderland.

Unless you or the Mayor have further questions, please forward a copy of this memo and attached IRS Form 8283 with the Resolution to the City Council.

Noncash Charitable Contributions

► Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.

► Information about Form 8283 and its separate instructions is at www.irs.gov/form8283.

OMB No. 1545-0908

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Perdue Farms Inc

52-0888853

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities even if the deduction is more than \$5,000 (see instructions).

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A	City of Salisbury Salisbury, MD 21804	<input type="checkbox"/> 1 U Y V S 2 5 1 8 8 M 4 4 1 1 0 4	2008 Utility VS2RA Trailer w/ThermoKing Unit-USED
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note. If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A	01/06/2020	03/2016	Finance Lease Buyout	0 0		Utility Eastern Shore Trailer
B						
C						
D						
E						

Part II Partial Interests and Restricted Use Property—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ►
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ►
(2) For any prior tax years ►

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ►

e Name of any person, other than the donee organization, having actual possession of the property ►

	Yes	No
3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		✓
b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		✓
c Is there a restriction limiting the donated property for a particular use?		✓

Name(s) shown on your income tax return

Identifying number

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- ☐ **a** Art* (contribution of \$20,000 or more) ☐ **d** Art* (contribution of less than \$20,000) ☐ **g** Collectibles** ☐ **j** Other
☐ **b** Qualified Conservation Contribution ☐ **e** Other Real Estate ☐ **h** Intellectual Property
☐ **c** Equipment ☐ **f** Securities ☒ **i** Vehicles

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	2008 Utility VS2RA Trailer w/ThermoKing Unit-US		
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions	
					(h) Amount claimed as a deduction	(i) Date of contribution
A	3/2016	Finance Lease Buy Out	0 0	0 0		01/06/2020
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ►

Signature of taxpayer (donor) ►

Date ►

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign

Here

Signature ►

Title ►

Date ►

Business address (including room or suite no.)

Identifying number

PO Box 1537

52-0888853

City or town, state, and ZIP code

Salisbury, MD 21804

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ►

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ► ☐ Yes ☐ No

Name of charitable organization (donee)

Employer identification number

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

Authorized signature

Title

Date

1 RESOLUTION NO. 2996

2
3 A RESOLUTION OF THE CITY OF SALISBURY ACCEPTING A DONATION OF
4 A SEMI-TRAILER FROM PERDUE FARMS, INC FOR THE DEPARTMENT OF
5 FIELD OPERATIONS.
6

7 WHEREAS, the Council of the City of Salisbury supports the acceptance of donations to
8 support events held for the City; and
9

10 WHEREAS, Perdue Farms, Inc. wishes to donate a semi-trailer to store the tree and all
11 displays used each year for the Winter Wonderland; and
12

13 WHEREAS, once the semi-trailer has been received it will be housed at the Service
14 Center or off-site at Holloway Farms; and
15

16 NOW, THEREFORE BE IT RESOLVED that the Council of the City of Salisbury,
17 Maryland does hereby accept the donation of the semi-trailer from Perdue Farms, Inc., valued at
18 approximately \$5,000.00, for the use of the Department of Field Operations, and that the Mayor
19 or his designee shall work with the City Solicitor and execute any necessary documents to process
20 the title work for the automobile, and that the semi-trailer shall be added to the City property
21 inventory.
22

23 THIS RESOLUTION was introduced, read, and duly passed at a meeting of the Council
24 of the City of Salisbury, Maryland held on this ____ day of _____, 2020 and is to become
25 effective immediately upon adoption.
26
27

28 ATTEST:
29
30

31 _____
32 Kimberly R. Nichols
33 CITY CLERK
34

John R. Heath
PRESIDENT, City Council

35
36 APPROVED by me this ____ day of _____, 2020
37
38
39

40 _____
41 Jacob R. Day
MAYOR, City of Salisbury



MEMORANDUM

To: Julia Glanz, City Administrator
From: Andy Kitzrow, Deputy City Administrator
Subject: Accepting Small Donations Amounts
Date: February 6, 2020

The City of Salisbury continues to receive annual donations from community agencies, business organizations, and individuals who want to give back. Typically, these donations are valued at \$5000 or less, often being under \$1,000. In an effort to be more efficient, we would like to propose changes to legislative process of accepting “small” donations.

Monetary Donations under \$5,000

- Included in annual Budget as Schedule D (similar to Schedule C – Grants)
- Recognize the all the small donors twice a year at City Council Meeting.

Donation of Items valued at less than \$5,000

- Recognize the donors twice a year at City Council Meeting
- Pass a (Consent) Resolutions which includes several small donations.

RESOLUTION NO. 2997

A RESOLUTION OF THE CITY OF SALISBURY TO AMEND THE GIFT POLICY BY CREATING A MINIMUM THRESHOLD TO REQUIRING COUNCIL APPROVAL FOR ACCEPTANCE OF MONETARY AND MATERIAL DONATIONS VALUED AT MORE THAN FIVE THOUSAND DOLLARS FROM VARIOUS INDIVIDUALS, ORGANIZATIONS, AND STAKEHOLDER GROUPS.

WHEREAS, the Council of the City of Salisbury supports the acceptance of donations to improve public services; and

WHEREAS, throughout the year various individuals, organizations, and stakeholders make monetary donations of five thousand dollars or less and material donations valued at five thousand dollars or less to the City of Salisbury for a various programs, activities, and initiatives; and

WHEREAS, the City of Salisbury welcomes these donations to help support programs, activities, and initiatives that serve the public's interest; and

WHEREAS, the current gift policy requires City Council approval to accept all gift donations; and

WHEREAS, the City desires to amend the gift policy to allow the Mayor to accept gift donations for any gifts valued at \$5,000 or less and to require City Council approval upon recommendation of the Mayor for all gifts valued at more than \$5,000; and

WHEREAS, the City of Salisbury plans to recognize these donors collectively at a designated City Council meeting for their donations.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND does hereby amend the gift policy and that the attached policy on the acceptance of gifts by the City, which is incorporated herein and made a part of hereby by reference, is hereby approved.

THIS ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this ____ day of _____, 2020 and is to become effective immediately upon adoption.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Jacob R. Day, Mayor

CITY OF SALISBURY, MARYLAND
POLICY ON ACCEPTANCE OF GIFTS BY THE CITY
(Effective August 10, 1998)

- 1) Any individual or organization, wishing to donate an item or funds to the City, should first approach the head of the department, which would be responsible for using or maintaining the item or funds. If unsure, the donor should contact the Mayor's Office.
- 2) The head of the department, to which the donation is offered, should evaluate the cost and the benefits to the City and the public in accepting the gift and forward a recommendation to the Mayor. The analysis should include, among other things, the expected beneficiaries of the gift, the use to which it would be put, and the cost of future maintenance and replacement.
- 3) The Mayor will review the analysis of the department and decide whether to accept the gift on behalf of the City. Gifts with a value of more than \$5,000 shall be accepted upon the recommendation of the Mayor and approval of the City Council. Gifts with a value of \$5,000 or less may be accepted by the Mayor.
- 4) If the gift is a tangible asset, which meets the definition of a capital asset, and which the Mayor thinks should be accepted, the Mayor will forward a recommendation to the City Council for gifts with a value of more than \$5,000. If the ~~City Council accepts the gift~~ is accepted, it shall be added to the City's fixed asset inventory. If the gift is in the form of cash, and the Mayor thinks it should be accepted, the Mayor will likewise forward a recommendation to the City Council for gifts of more than \$5,000. ~~If it~~ Any cash gift that is intended ~~that the cash is~~ to be expended prior to the end of the fiscal year in which it is received, if the funds are not budgeted, a budget amendment must be approved by the City Council prior to the funds being expended. ~~If a cash gift is not intended to be expended prior to the end of the fiscal year, it shall be turned over to the City Treasurer to be entered onto the books of the City.~~
- 45) Anyone disagreeing with the decision of the Mayor concerning the acceptance of a gift, may appeal such decision in writing to the City Council.
- 56) No gift of more than \$5,000 value may be accepted by the City without the approval of the City Council.

INTER

OFFICE

MEMO

Office of the Business Development

To: City Council
From: Laura Soper
Subject: Enterprise Zone Eligibility – Arvind Jain DMD
Date: January 30, 2020

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

I recommend that the City Council adopt the attached resolution designating Arvind Jain DMD located at 614 Eastern Shore Dr, eligible to receive the benefits of the Enterprise Zone.

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

cc: Mayor Day
Julia Glanz
Kim Nichols

Attachments

Laura Soper

From: Kay Lundy
Sent: Friday, January 24, 2020 4:22 PM
To: Laura Soper
Subject: FW: Enterprise Zone application - 614 Eastern Shore Drive

Laura,

The corporation – D11459435 – Arvind Jain, DMD is in good standing with SDAT. The corporation has not been assessed for the current year, but all prior years are paid.

Thanks
Kay

From: Laura Soper I
Sent: Friday, January 24, 2020 2:47 PM
To: Olga Butar <obutar@salisbury.md>; Kay Lundy <klundy@salisbury.md>; Faith Richardson <frichardson@salisbury.md>
Subject: RE: Enterprise Zone application - 614 Eastern Shore Drive

Hi all,
Just following up on this request. Please let me know if Arvind Jain meets the criteria below.
Thank you
Laura

From: Olga Butar
Sent: Wednesday, January 15, 2020 11:25 AM
To: Kay Lundy <klundy@salisbury.md>; Faith Richardson <frichardson@salisbury.md>
Cc: Laura Soper <lsoper@salisbury.md>
Subject: FW: Enterprise Zone application - 614 Eastern Shore Drive

Good morning,

Could you please assist Laura with the questions below.
Thank you,

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



www.salisbury.md

From: Laura Soper

Sent: Wednesday, January 15, 2020 10:59 AM

To: Amanda Pollack <APollack@salisbury.md>; Olga Butar <obutar@salisbury.md>

Subject: Enterprise Zone application - 614 Eastern Shore Drive

I have received a request from Arvind Jain DMD located at 614 Eastern Shore Dr, January 15, 2019 Salisbury, MD that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

Infrastructure & Development

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

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

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

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

Does this business meet all permit requirements?

Finance

Is this business up to date on their taxes?

Are they in good standing with SDAT?

Please answer the questions above under the heading for your department and return to my office by 1/22/2020. Your assistance is appreciated. If you have any questions, please let me know.

Laura Soper

From: Amanda Pollack
Sent: Friday, January 17, 2020 2:19 PM
To: Laura Soper
Subject: FW: Enterprise Zone application - 614 Eastern Shore Drive

Laura,
Please see below. The property also meets SWM regs.
Amanda

From: William Holland
Sent: Thursday, January 16, 2020 9:04 AM
To: Amanda Pollack; Anne Roane
Subject: RE: Enterprise Zone application - 614 Eastern Shore Drive

Amanda – from my end, the structure meets building, permit, and zoning. The property is currently going via redevelopment with upgrades to the building and site..... Bill

William T. Holland
Building Official
Infrastructure & Development
City of Salisbury
125 N. Division Street, B13
Salisbury, MD 21801
Phone: 410-548-3130
Fax: 410-548-3183



www.salisbury.md

From: Amanda Pollack
Sent: Wednesday, January 15, 2020 11:54 AM
To: Anne Roane <aroane@salisbury.md>; William Holland <wholland@salisbury.md>
Subject: FW: Enterprise Zone application - 614 Eastern Shore Drive

Anne and Bill,
Please advise.
Amanda

From: Laura Soper
Sent: Wednesday, January 15, 2020 10:59 AM

To: Amanda Pollack; Olga Butar

Subject: Enterprise Zone application - 614 Eastern Shore Drive

I have received a request from Arvind Jain DMD located at 614 Eastern Shore Dr, January 15, 2019 Salisbury, MD that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

Infrastructure & Development

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

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

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

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

Does this business meet all permit requirements?

Finance

Is this business up to date on their taxes?

Are they in good standing with SDAT?

Please answer the questions above under the heading for your department and return to my office by 1/22/2020. Your assistance is appreciated. If you have any questions, please let me know.

Application for Maryland State Enterprise Zone Certification in

Salisbury-Wicomico County, Maryland

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

Applying For:

Income Tax Credit

☐

Real Property Tax Credit

☒

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

This Section is to be filled by Local Zone Administrators Only

The Real Property Credit

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

Necessary Qualifications

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

The State Income Credit

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

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

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

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

Section A: Applicant Information

Name of Business / Developer applying for Enterprise Zone credits:

Arvind Jain

Name of Contact Person: Arvind Jain

Title: Owner

Phone: (267) 218-0790

Email: apjaindmd@gmail.com

Mailing Address: 26 Chadwick Dr., Dover, DE 19901

Section B: Enterprise Zone Property Information

Enterprise Zone Property Address: 614 Eastern Shore Dr. Salisbury, MD 21804

Property Tax Account Number: 13-060754, 13-060762, 13-060738, 13-060746 (4 Units in SDAT)

Property Ownership: Arvind Jain

Lease: Own: X

☐ If leased, please provide a copy of your lease agreement

Please also include:

☐ Certificate of Good Standing from the State Department of Assessments & Taxation

☐ Proof that your Real Property & Personal Property Taxes are current and paid

Section C: Enterprise Zone Property Improvements Information

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

Owner of the Real Property: Arvind Jain

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

Mailing address of property owner: 26 Chadwick Dr. Dover, DE 19901

Phone: (267) 218-0790

Email: apjaindmd@gmail.com

Project Start Date: 1 November 2019

Anticipated Project Completion Date: 1 March 2020

Briefly describe capital improvements plans: Parking lot expansion, façade improvements, edifice, new Monument sign. New Roof.

Type of Construction and Costs

Cost of building(s) & land (acquisition): \$ 550,000.00

New Construction: \$ _____

Rehabilitation: \$ 250,0000

Cost of new machinery & equipment*: \$ _____

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

Name of Applicant: Arvind Jain Position/Title: Owner

Applicant Signature:  Date: 1/10/2020

Name of Property Owner: Arvind Jain Position/Title: owner

Property Owner Signature:  Date: 1/10/2020

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

Real Property Data Search (w4)

Search Result for WICOMICO COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Special Tax Recapture: None					
Account Identifier:		District - 13 Account Number - 060746			
Owner Information					
Owner Name:		JAIN ARVIND		Use:	COMMERCIAL CONDOMINIUM
				Principal Residence:	NO
Mailing Address:		26 CHADWICK DR DOVER DE 19901-		Deed Reference:	/04541/ 00076
Location & Structure Information					
Premises Address:		614 EASTERN SHORE DR SALISBURY 21801-0000 CONDO UNIT: D		Legal Description:	UNIT D 2,461 SQFT 614 EASTERN SHORE DRIVE 614 EASTN SHORE DR CONDO
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:
0112	0013	2102	12001.23	0000	
				Block:	Lot:
				U D	
				Assessment Year:	Plat No:
				2019	Plat Ref:
Special Tax Areas: None			Town: SALISBURY		
			Ad Valorem: None		
			Tax Class: None		
Primary Structure Built		Above Grade Living Area		Finished Basement Area	
		2,461 SF			
				Property Land Area	
				2,461 SF	
				County Use	
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
		OFFICE CONDOMINIUM /			
					Garage
					Last Notice of Major Improvements
					2000
Value Information					
		Base Value	Value	Phase-in Assessments	
			As of	As of	As of
			01/01/2019	07/01/2019	07/01/2020
Land:		55,300	55,300		
Improvements		166,100	166,100		
Total:		221,400	221,400	221,400	221,400
Preferential Land:		0			0
Transfer Information					
Seller: AGARWAL BAL K &		Date: 10/17/2019		Price: \$550,000	
Type: ARMS LENGTH MULTIPLE		Deed1: /04541/ 00076		Deed2:	
Seller: AGARWAL, BAL K ETAL		Date: 03/09/1999		Price: \$172,833	
Type: NON-ARMS LENGTH OTHER		Deed1: /01665/ 00548		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class		07/01/2019	07/01/2020
County:		000		0.00	
State:		000		0.00	
Municipal:		000		0.00 0.00	0.00 0.00
Special Tax Recapture: None					
Homestead Application Information					
Homestead Application Status: No Application					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application			Date:		

1. This screen allows you to search the Real Property database and display property records.

2. Click [here](#) for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. The following pages are for information purpose only. The data is not to be used for legal reports or documents. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.



Search Result for WICOMICO COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Special Tax Recapture: None					
Account Identifier:		District - 13 Account Number - 060754			
Owner Information					
Owner Name:		JAIN ARVIND		Use:	COMMERCIAL CONDOMINIUM
				Principal Residence:	NO
Mailing Address:		26 CHADWICK DR DOVER DE 19901-		Deed Reference:	/04541/ 00076
Location & Structure Information					
Premises Address:		614 EASTERN SHORE DR SALISBURY 21801-0000 CONDO UNIT: A		Legal Description:	UNIT A 1,120 SQFT 614 EASTERN SHORE DRIVE 614 EASTN SHORE DR CONDO
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:
0112	0013	2102	12001.23	0000	
				Block:	Lot:
				U A	
				Assessment Year:	Plat No:
				2019	Plat Ref:
Special Tax Areas: None					
			Town:	SALISBURY	
			Ad Valorem:	None	
			Tax Class:	None	
Primary Structure Built		Above Grade Living Area		Finished Basement Area	Property Land Area
		1,120 SF			1,120 SF
County Use					
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
		OFFICE CONDOMINIUM /			
Garage	Last Notice of Major Improvements				
Value Information					
		Base Value	Value	Phase-in Assessments	
			As of	As of	As of
			01/01/2019	07/01/2019	07/01/2020
Land:		25,200	25,200		
Improvements		75,600	75,600		
Total:		100,800	100,800	100,800	100,800
Preferential Land:		0			0
Transfer Information					
Seller: AGARWAL BAL K &		Date: 10/17/2019		Price: \$550,000	
Type: ARMS LENGTH MULTIPLE		Deed1: /04541/ 00076		Deed2:	
Seller: AGARWAL, BAL K ETAL		Date: 03/09/1999		Price: \$172,833	
Type: NON-ARMS LENGTH OTHER		Deed1: /01665/ 00548		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class	07/01/2019		07/01/2020
County:		000	0.00		
State:		000	0.00		
Municipal:		000	0.00 0.00		0.00 0.00
Special Tax Recapture: None					
Homestead Application Information					
Homestead Application Status: No Application					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application					
Date:					

1. This screen allows you to search the Real Property database and display property records.

Real Property Data Search (w4)

Search Result for WICOMICO COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier: District - 13 Account Number - 060738		
Owner Information		
Owner Name:	JAIN ARVIND	Use: COMMERCIAL CONDOMINIUM
Mailing Address:	26 CHADWICK DR DOVER DE 19901-	Principal Residence: NO Deed Reference: /04541/ 00076
Location & Structure Information		
Premises Address:	614 EASTERN SHORE DR SALISBURY 21801-0000 CONDO UNIT: C	Legal Description: UNIT C 1,120 SQFT 614 EASTERN SHORE DRIVE 614 EASTN SHORE DR CONDO
Map:	Grid:	Parcel:
0112	0013	2102
Neighborhood:	Subdivision:	Section:
12001.23	0000	
Block:	Lot:	Assessment Year:
	U C	2019
Plat No:	Plat Ref:	
Special Tax Areas: None		
Town:	SALISBURY	
Ad Valorem:	None	
Tax Class:	None	
Primary Structure Built	Above Grade Living Area	Finished Basement Area
	1,120 SF	
Property Land Area	County Use	
1,120 SF		
Stories	Basement	Type
		OFFICE CONDOMINIUM /
Exterior	Quality	Full/Half Bath
Garage	Last Notice of Major Improvements	
Value Information		
Base Value	Value	Phase-in Assessments
	As of	As of
	01/01/2019	07/01/2019
Land:	25,200	25,200
Improvements	75,600	75,600
Total:	100,800	100,800
Preferential Land:	0	0
Transfer Information		
Seller: AGARWAL BAL K &	Date: 10/17/2019	Price: \$550,000
Type: ARMS LENGTH MULTIPLE	Deed1: /04541/ 00076	Deed2:
Seller: AGARWAL, BAL K ETAL	Date: 03/09/1999	Price: \$172,833
Type: NON-ARMS LENGTH OTHER	Deed1: /01665/ 00548	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	07/01/2019
County:	000	0.00
State:	000	0.00
Municipal:	000	0.00 0.00
07/01/2020		0.00 0.00
Special Tax Recapture: None		
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		
Date:		

1. This screen allows you to search the Real Property database and display property records.

Search Result for WICOMICO COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Special Tax Recapture: None					
Account Identifier:		District - 13 Account Number - 060762			
Owner Information					
Owner Name:		JAIN ARVIND		Use:	COMMERCIAL CONDOMINIUM
Mailing Address:		26 CHADWICK DR DOVER DE 19901-		Principal Residence:	NO
				Deed Reference:	/04541/ 00076
Location & Structure Information					
Premises Address:		614 EASTERN SHORE DR SALISBURY 21801-0000 CONDO UNIT: B		Legal Description:	UNIT B 1,120 SQFT 614 EASTERN SHORE DRIVE 614 EASTN SHORE DR CONDO
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:
0112	0013	2102	12001.23	0000	
					Block:
					U B
					Lot:
					2019
					Assessment Year:
					Plat No:
					Plat Ref:
Special Tax Areas: None			Town: SALISBURY		
			Ad Valorem: None		
			Tax Class: None		
Primary Structure Built		Above Grade Living Area		Finished Basement Area	
		1,120 SF		Property Land Area	
				1,120 SF	
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
		OFFICE CONDOMINIUM /			
					Garage
					Last Notice of Major Improvements
Value Information					
		Base Value	Value	Phase-in Assessments	
			As of	As of	As of
			01/01/2019	07/01/2019	07/01/2020
Land:		25,200	25,200		
Improvements		75,600	75,600		
Total:		100,800	100,800	100,800	100,800
Preferential Land:		0			0
Transfer Information					
Seller: AGARWAL BAL K &		Date: 10/17/2019		Price: \$550,000	
Type: ARMS LENGTH MULTIPLE		Deed1: /04541/ 00076		Deed2:	
Seller: AGARWAL, BAL K ETAL		Date: 03/09/1999		Price: \$172,833	
Type: NON-ARMS LENGTH OTHER		Deed1: /01665/ 00548		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class	07/01/2019	07/01/2020	
County:		000	0.00		
State:		000	0.00		
Municipal:		000	0.00 0.00	0.00 0.00	
Special Tax Recapture: None					
Homestead Application Information					
Homestead Application Status: No Application					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application			Date:		

1. This screen allows you to search the Real Property database and display property records.

ArcGIS Web Map

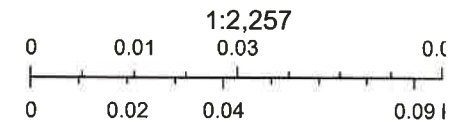


1/14/2020, 4:15:17 PM

Parcels

Enterprise Zone

1014 Eastern Shore Drive



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GE FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contrib GIS User Community

Web AppBuilt
VITA, Esri, HERE, Garmin, INCREMENT P, USGS,

RESOLUTION NO. 2998

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING THAT ARVIND JAIN, DMD IS ELIGIBLE TO RECEIVE ENTERPRISE ZONE BENEFITS FOR PROPERTY LOCATED AT 614 EASTERN SHORE DR, SALISBURY MD.

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

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

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

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

WHEREAS, Arvind Jain, DMD meets the standards set forth in the State Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

WHEREAS, Arvind Jain, representing Arvind Jain, DMD has requested that the company be designated as eligible for Enterprise Zone benefits because of its investment of more than \$50,000 at their property located in the zone at 614 Eastern Shore Drive.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland that Arvind Jain, DMD be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this resolution.

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

ATTEST:

Kimberly Nichols
CITY CLERK

John R. Heath
PRESIDENT, City Council

APPROVED by me this
_____ day of _____ 2020.

Jacob R. Day
MAYOR, City of Salisbury

INTER

OFFICE

MEMO

Office of the Business Development

To: City Council
From: Laura Soper
Subject: Enterprise Zone Eligibility – Safety Resources LLC
Date: January 31, 2020

Attached is a copy of the application requesting Enterprise Zone designation for Safety Resources LLC that I received from Charles T. Northam. I have reviewed this application and, to the best of my knowledge, this establishment meets all of the qualifications to be so designated. This property is located within the boundaries of the City's Enterprise Zone, and this company has invested more than \$50,000 in the property and/or has hired (or will hire) two or more NEW full time employees since locating in the Enterprise Zone.

I recommend that the City Council adopt the attached resolution designating Safety Resources LLC located at 1938 Windsor Drive, eligible to receive the benefits of the Enterprise Zone.

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

cc: Mayor Day
Julia Glanz
Kim Nichols

Attachments

The Process

Applying For:

- Income Tax Credit

Today's Date

11/21/2019

Section A - Applicant Information

Name of Business/Developer applying for Enterprise Zone Credits:

Safety Resources LLC

Principal Partners:

Charles T. Northam
Sarah T. Northam

Name of Contact Person:

Charles Northam

Title:

Managing Member

Phone Number:

(410) 742-7233

Email Address:

ctnortham@safetyresourcesllc.com

Mailing Address

1938 Windsor Dr.
Salisbury, MD 21811
United States
[Map It](#)

Section B - Enterprise Zone Property Information

Address of Property for Which Enterprise Benefits are Sought

1938 Windsor Dr.
Salisbury, MD 21801
United States
[Map It](#)

Property Ownership:

- Own

Section D: Enterprise Zone Employment Tax Credit Information

FEIN:

522,121,924

NAICS Code (if available)

541690

Type of Business

Safety Consulting

Is business located in Enterprise Zone now

- Yes

If yes, since what year?

2008

Is the business a relocation from another place?

- Yes

If yes, where was the previous location?

Home Office, Salisbury

Is Company a new, start up business?

- No

Did Enterprise Zone benefits affect your decision to locate at this address?

- No

Current Number of Full Time Employees in the Zone:

7

Current Number of Part Time Employees in the Zone:

0

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

2

New Full Time Jobs to be Created in the Next 12 Months

4

New Part Time Jobs to be Created in the Next 12 Months

0

Your Signature

Charles Northam

Your Title:

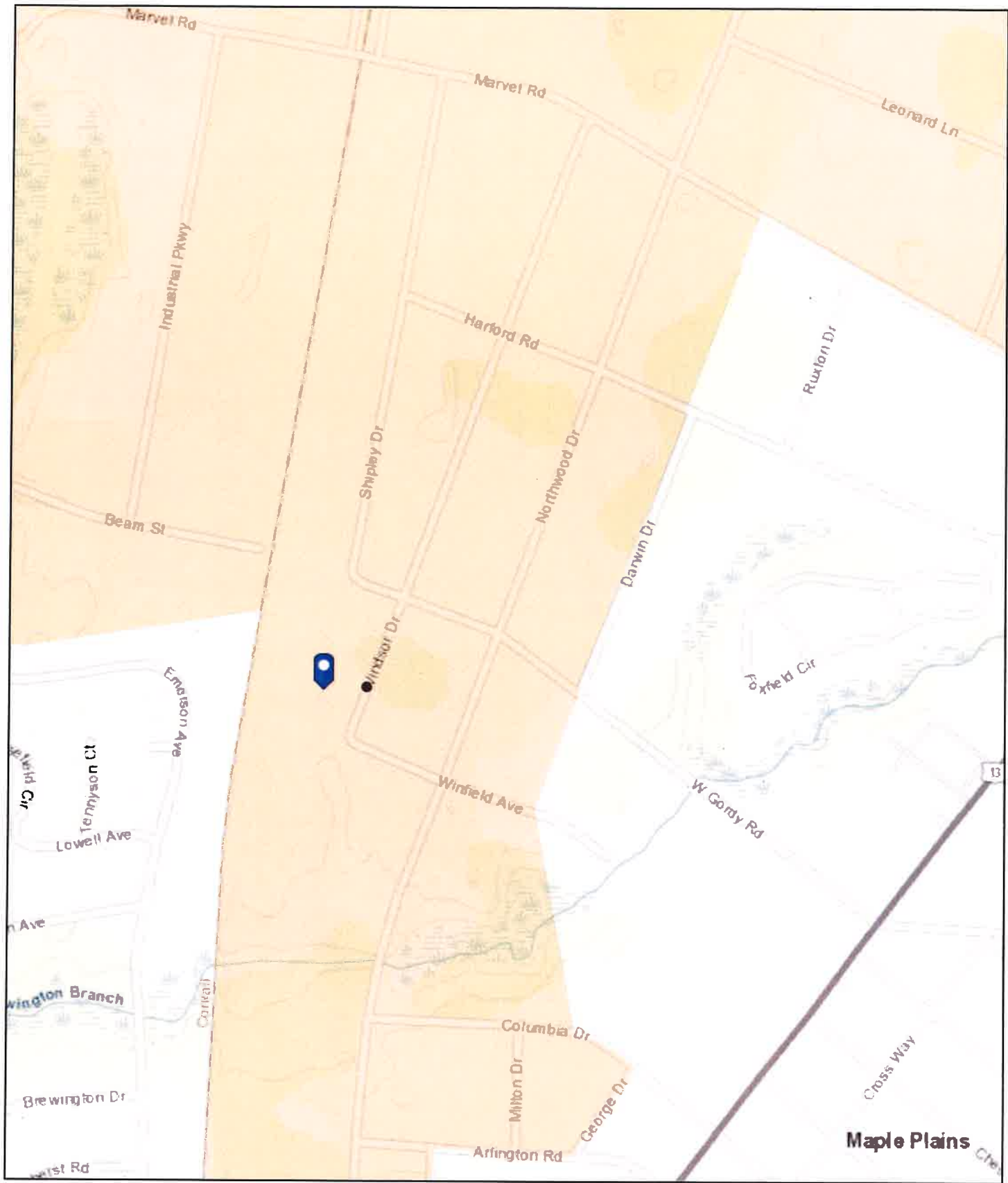
President, Managing Member

How did you hear about this opportunity?

Internet

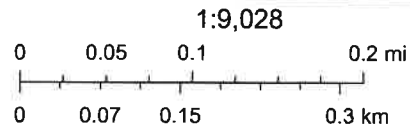
WARNING: This message was sent from an external source. Please verify the source before clicking any links or opening any attachments. NEVER provide account credentials or sensitive data unless the source has been 100% verified as legitimate.

ArcGIS Web Map



1/6/2020, 11:12:47 AM

Enterprise Zone



Laura Soper

From: Amanda Pollack
Sent: Tuesday, January 07, 2020 1:33 PM
To: Laura Soper
Subject: RE: Enterprise Zone application

Laura,
The building met all of the requirements at the time of construction.
Amanda

From: Laura Soper
Sent: Monday, January 6, 2020 11:36 AM
To: Amanda Pollack; Olga Butar
Subject: Enterprise Zone application

I have received a request from Safety Resources LLC located at 1938 Windsor Drive, November 21, 2019 Salisbury, MD that they be deemed qualified to receive (state income) Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

Infrastructure & Development

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

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

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

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

Does this business meet all permit requirements?

Finance

Is this business up to date on their taxes?

Are they in good standing with SDAT?

Please answer the questions above under the heading for your department and return to my office by 1/13/2020. Your assistance is appreciated. If you have any questions, please let me know.

Laura Soper

Director of Business Development

City of Salisbury

110 N Division Street

Salisbury, MD 21801

(O): 410-677-1916



www.salisbury.md

Laura Soper

From: Kay Lundy
Sent: Thursday, January 30, 2020 11:33 AM
To: Laura Soper
Cc: Olga Butar
Subject: RE: Enterprise Zone application

Laura,

Yes we have received payment for the 2014-15 corporate bill. It was paid on 1/21/20, in the amount of \$ 169.31. Safety Resources LLC had no subsequent invoices – if there had been any, and taxes were still due, there would have been a notation on the bill and a copy of the delinquent bill would have been included. In previous emails, I included copies of the assessment information, so that you could see that they had only been assessed and taxed by the City for 2013-14 and 2014-15 for the corporate personal property, nothing since.

I hope this is helpful. If not, please let me know.

Thanks,
Kay

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on the final signature date by and between the owner, B&B 38 LLC and the RESPONSIBLE RENTERS.

SAFETY RESOURCES LLC, TENANT at 1938 Windsor Drive, Salisbury, MD 21801.

WHEREAS, tenants desire to use B&B 38 LLC's property located at 1938 Windsor Drive, Salisbury, MD 21801 (the "Property") to conduct business; and WHEREAS, in exchange for making the Property available to renters for such purposes, SAFETY RESOURCES LLC desires to hold harmless B&B 38 LLC from any claims and/or litigation arising out of the renter's use of the Property. NOW THEREFORE, in consideration of the conditions contained herein, B&B 38 LLC and renters hereby agree as follows:

TERMS

Hold Harmless. Upon renters' use of the Property by any of its employees, agents, invitees and/or volunteers for the purposes specified herein, renters shall defend, indemnify, and hold harmless b&b 38 LLC from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of SAFETY RESOURCES LLC, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of renter's use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to SAFETY RESOURCES LLC for all legal expenses and costs incurred by it.

Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement is of minimum 25 years of age at last birthday and have the legal power, right, and authority make this Agreement and bind each respective Party.

Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily voluntarily given or performed performed by a Party shall give the other Party any contractual contractual right by custom, estoppels, or otherwise.

Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Title : Renters Agreed to and Signed By:


OWNER, SAFETY RESOURCES LLC

Dated: _____

1/29/16

Laura Soper

From: Chuck Northam <ctnortham@safetyresourcesllc.com>
Sent: Monday, January 06, 2020 12:38 PM
To: Laura Soper
Subject: RE: New submission from Enterprise Zone
Attachments: Hold Harmless 2016.pdf

Thanks for the response, Laura. Yes, my wife and I are also owners of B & B 38, LLC, which is the original property owner, we acquired.

We originally developed a lease, bank wanted something, I'll try to find it. Attached is a "Hold Harmless", showing we do have an agreement, however it's the same ownership.



Chuck Northam, President
ctnortham@safetyresourcesllc.com

SAFETY RESOURCES, LLC
1938 Windsor Drive
Salisbury, MD 21801
O: 410-742-7233 x 1006 | F: 410-742-7236
Mobile: 410-430-7522
www.safetyresourcesllc.com

From: Laura Soper <lsoper@salisbury.md>
Sent: Monday, January 6, 2020 11:42 AM
To: Chuck Northam <ctnortham@safetyresourcesllc.com>
Subject: RE: New submission from Enterprise Zone

Good morning Mr. Northam,
Apologies on the delay in response, but I was out on maternity leave when you submitted your Enterprise Zone application and I am just getting back in. I've begun processing your application and it will go in front of City & County Council in the near future. I will contact you if any questions come up.

In the meantime, I notice you indicated that you own the property where Safety Resources LLC is located. In looking up the SDAT records, I noticed the ownership is held by B&B 38 LLC. Is that a separate LLC that you own? Is there any sort of lease documentation between B&B 38 LLC and Safety Resources LLC? Usually, County Council likes to see a copy of the lease agreement for these sorts of requests.

Thank you

Laura Soper
Director of Business Development
City of Salisbury
110 N Division Street
Salisbury, MD 21801
(O): 410-677-1916



www.salisbury.md

From: CharlesNortham [<mailto:noreplysby@gmail.com>]

Sent: Thursday, November 21, 2019 1:14 PM

To: Laura Soper

Subject: New submission from Enterprise Zone

The Process

Applying For:

- Income Tax Credit

Today's Date

11/21/2019

Section A - Applicant Information

Name of Business/Developer applying for Enterprise Zone Credits:

Safety Resources LLC

Principal Partners:

Charles T. Northam
Sarah T. Northam

Name of Contact Person:

Charles Northam

Title:

Managing Member

Phone Number:

(410) 742-7233

Email Address:

ctnortham@safetyresourcesllc.com

Mailing Address

1938 Windsor Dr.
Salisbury, MD 21811
United States
[Map It](#)

RESOLUTION NO. 2999

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING THAT SAFETY RESOURCES, LLC IS ELIGIBLE TO RECEIVE ENTERPRISE ZONE BENEFITS FOR PROPERTY LOCATED AT 1938 WINDSOR DRIVE, SALISBURY MD.

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

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

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

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

WHEREAS, Safety Resources, LLC meets the standards set forth in the State Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

WHEREAS, Charles T. Northam, representing Safety Resources, LLC, has requested that the company be designated as eligible for Enterprise Zone benefits for its hiring of two or more new full time employees.

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

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

Kimberly Nichols
CITY CLERK

John R. Heath
PRESIDENT, City Council

APPROVED by me this
_____ day of _____ 2020.

Jacob R. Day
MAYOR, City of Salisbury



To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: January 23, 2020
Re: Resolution – 123 Bateman Street Capacity Fee Waiver

AP

Attached is a letter from Mr. Bob Kambarn dated January 14, 2020 which requests consideration for a Capacity Fee waiver for 123 Bateman Street. 123 Bateman Street is the redevelopment of a warehouse to a mixed use office/retail and residential property. The water use was estimated based on 800 square feet of retail and 4 residential units. Credit was provided for the existing water use. The request is for a waiver of 3.9 EDUs. At the current Capacity Fee rate of \$3,533, the waiver request is \$13,778.70.

Per Ordinance No. 2258, the owner is seeking a Capacity Fee waiver as part of the Equivalent Dwelling Unit (EDU) Incentive Area. The original allocation of 300 EDUs was based on a transfer of EDUs from the former Linens of the Week property. To date, 248.64 EDUs of the original allocation of 300 EDUs have been used, therefore there are 51.36 EDUs available. If this request is approved, there will be 47.46 EDUs remaining.

As per Ordinance No. 2258, Infrastructure and Development has evaluated the eligibility of this project for the EDU Incentive Area. The project location is within the General Commercial Zoning District, which is not included in the EDU Incentive Area. However the project is in an Enterprise Zone and is redevelopment of an existing building, so it is eligible for consideration of the waiver. The project will consist of redevelopment that is not eligible for an affordable housing waiver. The project does or will comply with all other necessary criteria.

Attached is a Resolution for consideration to waive the Capacity Fees associated with the development of 123 Bateman Street. After review of the request, Infrastructure and Development recommends approval. If this EDU waiver is approved, then it will be valid for two years from the date of the Resolution.

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

January 14, 2020

Salisbury Infrastructure & Development
125 N. Division St. Suite 202
Salisbury, Md. 21801

Attn: Amanda Pollack
Re: 123 Bateman Street EDU Forgiveness (Enterprise Zone)

Dear Ms. Pollack:

I would like to thank you for taking the time last week to talk to me concerning the EDU's for our new mixed-use property at 123 Bateman St. in Salisbury. Our contractor has been working with Brian Wilkins from your Dept. who has been extremely helpful on getting the water turned on for the new redeveloped property. Brian came up with a new usage fee that would require for us to buy 3.9 EDU's at a cost of \$13,779.00 with contractor costs of approximately \$6,000.00. This is a new huge endeavor and expenditure on our behalf for our retirement to improve this property from an old retail/warehouse to a new high-end mixed-use office or retail/residential property (before and after pictures enclosed). With the renovations and addition to this property, it will benefit the area by turning this property to an architecturally appealing property. We were not aware that we were in the Enterprise Zone or the benefits it provides for the redevelopment when the contractor was discussing the water hookup/EDUs. Thank you for emailing me the information on the Enterprise Zone and the requirement's which we feel we meet which we have answered below.

Requirements/Response

1. The new mixed-use property is located within the Enterprise Zone.
2. The existing property has been revitalized from an office/warehouse to a new office or retail/residential mixed-use property.
3. The property is not public sponsored or affordable housing
4. The property complies with the applicable Zoning and Building Codes. (Building Permit attached)
5. The property is not in the historic district.
6. The project is consistent with the Comprehensive Plan of the City
7. The property has been upgraded from an unoccupied older retail/warehouse to an architecturally appealing office or retail/residential property which will bring in new business and housing.

8. The property brings in a new office/retail opportunity to the area (The existing property was the former Wicomico County Board of Elections) along with four residential apartments which is an upgrade economically and upgrade to the property from its former use.

We have taken a big risk upgrading this property from its former use with a large financial risk and with the additional cost for the EDU's at \$13,779.00 would be a huge financial burden for us as we attempt to rent the office/retail and the apartments. We certainly hope we shown you that we have met the criteria for the Enterprise Zone and that the costs of the EDU's can be waived.

If you should have any questions regarding this letter or would like to meet please feel free to contact me at 410-749-2400.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Kambarn", written over a horizontal line.

Bob Kambarn

CITY OF SALISBURY
Department of Infrastructure & Development
(410) 548-3130

BUILDING PERMIT

Permit #: 19-013

Issued: 1.11.2019

Owner: BATEMAN ST. PROPERTIES

Const. Address: 123 BATEMAN ST

Contractor: JDC CONST. MANAG

Type of Const.: Apts & Office

License #: _____

POST THIS CARD

In all cases where operation or work is being performed under a building permit, this poster or sign shall be conspicuously displayed upon that part of the site of such operation or work which is closest to a street or public highway, so that such said poster or sign shall be visible to the general public at all times.

This permit conveys no right to occupy any street, alley or sidewalk, or any part thereof, either temporary or permanently except that specifically provided for in the building code. Depth and location of public sewers, street and alley grades may be obtained from the City Engineer's Office. The issuance of this permit does not release the applicant from the conditions of any applicable sub-division restrictions.

Approved plans **MUST** be retained on job and this card **KEPT POSTED** until final inspection has been made. Such building **SHALL NOT BE OCCUPIED UNTIL A FINAL INSPECTION HAS BEEN MADE AND CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED.**

SEPARATE PERMITS REQUIRED FOR PLUMBING, GAS, ELECTRICAL & HVAC INSTALLATIONS

MINIMUM OF FOUR CALL INSPECTIONS REQUIRED FOR ALL CONSTRUCTION WORK.

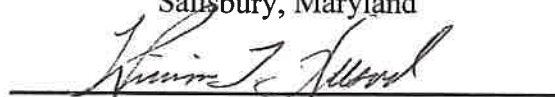
Building Inspection Approvals

1. Footing (*prior to pour*)
2. Foundation (*prior to floor sheathing*)
3. Framing (*prior to insulating*) **
4. Insulation (*prior to covering structural members*)
5. Final (*prior to occupancy*)

** *Electrical, Plumbing and Mechanical inspections required*

**WORK SHALL NOT PROCEED UNTIL EACH REQUIRED INSPECTION HAS BEEN APPROVED
BY THE BUILDING INSPECTOR**

The City of Salisbury
Salisbury, Maryland

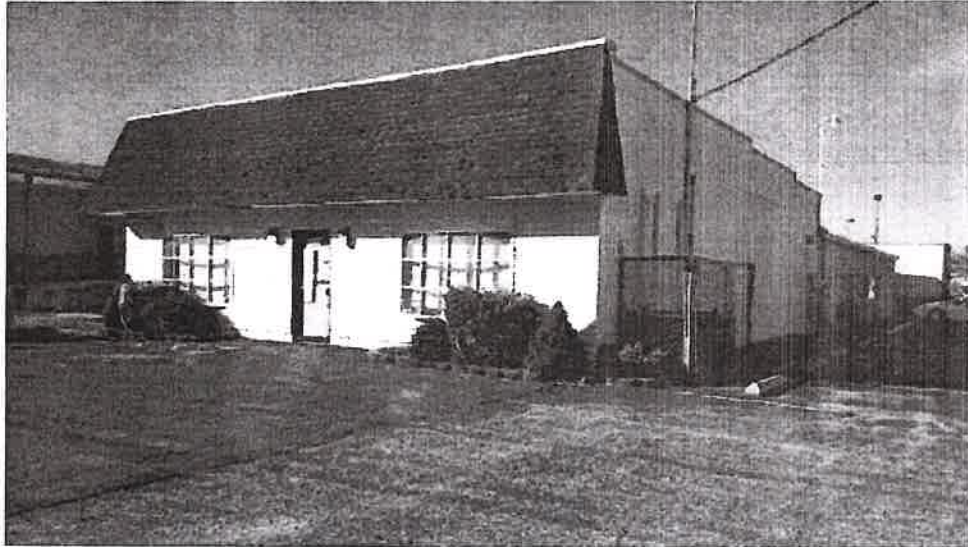


Building Official

**UNLAWFUL TO REMOVE OR DEFACE THIS CARD UNTIL
CONSTRUCTION IS COMPLETE**

APPRAISAL REPORT

Of
123 Bateman Street



123 Bateman Street, Salisbury
Wicomico County, MD 21804

As of
October 9, 2016

Prepared For
Salisbury University
1101 Camden Avenue
Salisbury, MD 21801

RECONCILIATION AND FINAL OPINION OF VALUE

The value opinions by each approach, are as follows:

COST APPROACH	Not Analyzed
SALES COMPARISON APPROACH	\$250,000
INCOME APPROACH	Not Analyzed

As a result of the valuation procedure and analysis, it is the opinion of the appraisers that the ***current as is fee simple value for the subject property, as of September 16, 2016***, is:

TWO HUNDRED FIFTY THOUSAND DOLLARS

\$250,000



City of Salisbury, Maryland
Department of Infrastructure & Development
125 N. Division St., Room 202
Salisbury, MD 21801
(410)548-3130 Fax (410)548-3107
www.salisbury.md

Member:
ICC
NFPA
MBOA

BUILDING PERMIT

Application Number	201900013
Property Address	123 BATEMAN ST
Land Key	13033684
Application Description	BUILDING PERMIT
Tenant Name	N/A
Property Use	HOUSING/OFFICE
Property Zoning	GENERAL COMMERCIAL
Owner	Contractor
BATEMAN STREET PARTNERSHIP LLC	JDC CONSTRUCTION MANAGEMENT, LLC
PO BOX 8	1121 S. DIVISION STREET
	STE-A
56228	53784
Structure Information	
Construction Type	VB
Occupancy Type	R-2/B
Permit Type	BUILDING PERMIT
Permit Fee	4600.00
Plan Check Fee	30.00
Issue Date	03/18/2019
Valuation	450000
Expiration Date	09/14/2019

Note: Please provide 24 hours' notice when calling to schedule inspections.





FOR RENT
410 744 2400

123

NOTICE
NOT BE USED FOR UNIVERSITY USE
ALL VEHICLES MUST BE APPROVED BY OWNER'S REPRESENTATIVE

RESERVED PARKING
FOR PERSONNEL
OF UNIVERSITY OF
410-744-2400

FOR RENT
410 744 2400















Real Property Data Search

Search Result for WICOMICO COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier: District - 13 Account Number - 033684		
Owner Information		
Owner Name:	BATEMAN STREET PARTNERSHIP LLC	Use: COMMERCIAL
Mailing Address:	C/O ROBERT E KAMBARN PO BOX 8 ALLEN MD 21810	Principal Residence: NO Deed Reference: /04454/ 00236
Location & Structure Information		
Premises Address:	123 BATEMAN ST 0-0000	Legal Description: L-6 22,738SQ FT 123 BATEMAN ST ROBT KAMBARN SUB
Map: 0115	Grid: 0021	Parcel: 3114
Neighborhood: 10001.23	Subdivision: 0000	Section:
Block:	Lot: 6	Assessment Year: 2019
Plat No:	Plat Ref: 0011/ 0214	
Town: SALISBURY		
Primary Structure Built	Above Grade Living Area	Finished Basement Area
1950	4,400 SF	22,738 SF
Stories	Basement	Type
		OFFICE BUILDING /
Exterior	Quality	Full/Half Bath
	C2	
Garage	Last Notice of Major Improvements	
Value Information		
	Base Value	Value
		As of 01/01/2019
Land:	142,700	142,700
Improvements	116,400	96,700
Total:	259,100	239,400
Preferential Land:	0	0
Phase-in Assessments		
		As of 07/01/2019
		As of 07/01/2020
		239,400
		239,400
Transfer Information		
Seller: BATEMAN STREET PARTNERSHIP LLC	Date: 04/08/2019	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /04454/ 00236	Deed2:
Seller: KAMBARN ROBERT E & BARBARA R	Date: 10/17/2018	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /04389/ 00399	Deed2:
Seller: SHORELAND, INC.	Date: 03/09/1984	Price: \$75,000
Type: ARMS LENGTH IMPROVED	Deed1: /01007/ 00149	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	
County:	000	0.00
State:	000	0.00
Municipal:	000	0.00 0.00
Special Tax Recapture: None		
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		Date:

RESOLUTION NO. 3000

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY,
MARYLAND AUTHORIZING THE CAPACITY FEE OF THE CITY'S
COMPREHENSIVE CONNECTION CHARGE TO BE WAIVED FOR
THE REDEVELOPMENT OF 123 BATEMAN STREET.

WHEREAS, Bateman Street Partnership LLC c/o Mr. Bob Kambarn has requested a
waiver of the Capacity Fee for the redevelopment of 123 Bateman Street; and

WHEREAS, the proposed redevelopment is located inside the City Limits and the
Enterprise Zone; and

WHEREAS, the City seeks to encourage redevelopment in the Enterprise Zone; and

WHEREAS, the City seeks to reduce the capacity fees for eligible redevelopment in
the Enterprise Zone by means of an Equivalent Dwelling Unit (EDU) Incentive Area; and

WHEREAS, the proposed redevelopment of 123 Bateman Street requires a total of
3.9 Equivalent Dwelling Units of water and sewer service; and

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

WHEREAS, the Capacity Fee for 3.9 Equivalent Dwelling Units is \$13,778.70; and

WHEREAS, the City Council approved a Capacity Fee waiver process under
Ordinance No. 2258 for redevelopment in the Enterprise Zone; and

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

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

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

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

WHEREAS, the allocated EDUs are assigned to the redevelopment of 123 Bateman
Street and cannot be transferred by the recipient.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury,
Maryland approves the waiver of 3.9 Equivalent Dwelling Units of Capacity Fee for the
redevelopment of 123 Bateman Street by Bateman Street Partnership LLC.

50 THIS RESOLUTION was introduced and duly passed at a meeting of the Council
51 of the City of Salisbury, Maryland held on _____, 2020 and is to become effective
52 immediately upon adoption.
53

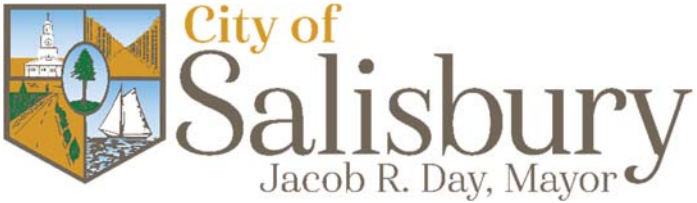
54 ATTEST:
55
56

57 _____
58 Kimberly R. Nichols
59 CITY CLERK
60

John R. Heath
PRESIDENT, City Council

61
62 APPROVED by me this _____ day of _____, 2020
63
64

65 _____
66 Jacob R. Day
67 MAYOR, City of Salisbury



To: City Council

From: Julia Glanz, City Administrator

Subject: Salisbury Board of License Commissioners

Date: February 6, 2020

Please find the attached resolution in support of the submission of legislation to the Maryland General Assembly to create a Salisbury Board of License Commissioners. At a previous Council meeting consensus was agreed upon to submit this legislation to the MGA. Approximately 90% of alcohol establishments in Wicomico County reside in the City of Salisbury. Wicomico County would continue to have a Liquor Control Board to managing alcohol distribution and issue permits and licenses to establishments outside of the City limits within the County. Delegate Carl Anderton has agreed to sponsor this legislation and we are currently awaiting a bill title, number and hearing dates.

HOUSE BILL _____

By: **Delegates**

Introduced and read first time:

Assigned to:

Report:

House action:

Read second time:

A BILL ENTITLED

AN ACT concerning

**ALCOHOLIC BEVERAGES
TITLE 1. DEFINITIONS; GENERAL PROVISIONS
AND
TITLE 34. CITY OF SALISBURY**

FOR the purpose of establishing a local Board of License Commissioners for the City of Salisbury.

BY repealing and reenacting, with amendments,
Article-Alcoholic Beverages
Section 1-101(m) and (p). Definitions
Annotated Code of Maryland
(2012 Replacement Volume and 2018 Supplement)

BY adding,
New Title – Alcoholic Beverages Article, Title 34 – City of Salisbury
Sections 34-101 through 34-2802
Annotated Code of Maryland

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

**ALCOHOLIC BEVERAGES
DIVISION I. GENERAL PROVISIONS AFFECTING MULTIPLE JURISDICTIONS.
TITLE 1. DEFINITIONS; GENERAL PROVISIONS
SUBTITLE 1. DEFINITIONS**

1–101. Definitions.

Jurisdiction.

(m) “Jurisdiction” means a county, **THE CITY OF SALISBURY**, or the City of Annapolis.

Local collecting agent.

(p) (1) “Local collecting agent” means:

(i) in the City of Annapolis **AND IN THE CITY OF SALISBURY**, the city clerk;

38 **TITLE 34.**
39 **CITY OF SALISBURY**

40
41 **SUBTITLE 1. DEFINITIONS; GENERAL PROVISIONS.**

42
43 **34–101. DEFINITIONS.**

44
45 **IN GENERAL.**

46 **(A) IN THIS TITLE:**

47 **(1) THE DEFINITIONS IN § 1–101 OF THIS ARTICLE APPLY WITHOUT**
48 **EXCEPTION OR VARIATION; AND**

49 **(2) THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.**
50

51 **BOARD.**

52 **(B) “BOARD” MEANS THE BOARD OF LICENSE COMMISSIONERS FOR CITY OF**
53 **SALISBURY.**

54
55 **CITY.**

56 **(C) “CITY” MEANS THE CITY OF SALISBURY.**
57
58

59 **34–102. SCOPE OF TITLE.**

60
61 **THIS TITLE APPLIES ONLY IN THE CITY OF SALISBURY.**
62
63

64 **34–103. COPY OF LEGISLATION.**

65
66 **A COPY OF ANY LEGISLATION CONCERNING ALCOHOLIC BEVERAGES**
67 **ENACTED BY THE CITY COUNCIL UNDER THIS TITLE SHALL BE SENT TO THE**
68 **DEPARTMENT OF LEGISLATIVE SERVICES, 90 STATE CIRCLE, ANNAPOLIS,**
69 **MARYLAND 21401.**
70
71

72 **SUBTITLE 2. BOARD OF LICENSE COMMISSIONERS.**

73
74 **34–201. MAYOR AND CITY COUNCIL MAY CONSTITUTE BOARD; POWER TO**
75 **DELEGATE AUTHORITY.**

76
77 **THE MAYOR AND THE CITY COUNCIL MAY:**

78 **(1) CONSTITUTE THE BOARD OF LICENSE COMMISSIONERS FOR THE**
79 **CITY; OR**

80 **(2) DELEGATE ALL OR PART OF THE AUTHORITY TO REGULATE**
81 **LICENSE HOLDERS TO A SUBSIDIARY BOARD THAT THE MAYOR AND CITY**
82 **COUNCIL ESTABLISH.**
83

84 **34–202. WICOMICO COUNTY BOARD — NO JURISDICTION.**

85
86 **THE BOARD OF LICENSE COMMISSIONERS FOR WICOMICO COUNTY**
87 **SHALL NOT HAVE JURISDICTION IN THE CITY.**
88

89 **34–203. REGULATIONS.**
90

91 **IN GENERAL.**

92 **(A) THE MAYOR AND CITY COUNCIL OF THE CITY MAY ADOPT REGULATIONS**
93 **THAT IN THEIR JUDGMENT GIVE THE CITY MORE EFFECTIVE CONTROL OF**
94 **EACH LICENSED ESTABLISHMENT.**
95

96 **ADDED OR SUBSTITUTED REGULATIONS.**

97 **(B) THE REGULATIONS:**

98 **(1) MAY BE ADDED TO OR SUBSTITUTED FOR PROVISIONS OF THIS**
99 **ARTICLE; BUT**

100 **(2) MAY NOT BE INCONSISTENT WITH THOSE PROVISIONS.**
101

102
103 **SUBTITLE 3. LIQUOR CONTROL.**
104

105 **34–301. LIQUOR CONTROL.**
106

107 **THERE SHALL BE NO LIQUOR CONTROL BOARD OR DEPARTMENT OF**
108 **LIQUOR CONTROL IN THE CITY. THE WICOMICO COUNTY LIQUOR CONTROL**
109 **BOARD SHALL RETAIN JURISDICTION WITHIN THE CITY OF SALISBURY.**
110

111
112 **SUBTITLE 4. MANUFACTURER’S LICENSES.**
113

114 **34–401. APPLICATION OF GENERAL PROVISIONS.**
115

116 **WITHOUT EXCEPTION OR VARIATION.**

117 **(A) THE FOLLOWING SECTIONS OF TITLE 2, SUBTITLE 2 (“MANUFACTURER’S**
118 **LICENSES”) OF DIVISION I OF THIS ARTICLE APPLY IN THE CITY WITHOUT**
119 **EXCEPTION OR VARIATION:**

- 120 **(1) § 2–201 (“ISSUANCE BY COMPTROLLER”);**
121 **(2) § 2–202 (“CLASS 1 DISTILLERY LICENSE”);**
122 **(3) § 2–203 (“CLASS 9 LIMITED DISTILLERY LICENSE”);**
123 **(4) § 2–204 (“CLASS 2 RECTIFYING LICENSE”);**
124 **(5) § 2–205 (“CLASS 3 WINERY LICENSE”);**
125 **(6) § 2–206 (“CLASS 4 LIMITED WINERY LICENSE”);**
126 **(7) § 2–207 (“CLASS 5 BREWERY LICENSE”);**
127 **(8) § 2–208 (“CLASS 6 PUB–BREWERY LICENSE”);**
128 **(9) § 2–210 (“CLASS 8 FARM BREWERY LICENSE”);**
129 **(10) § 2–211 (“RESIDENCY REQUIREMENT”);**
130 **(11) § 2–212 (“ADDITIONAL LICENSES”);**
131 **(12) § 2–213 (“ADDITIONAL FEES”);**

(13) § 2–214 (“SALE OR DELIVERY RESTRICTED”);
(14) § 2–216 (“INTERACTION BETWEEN MANUFACTURING ENTITIES AND
RETAILERS”);
(15) § 2–217 (“DISTRIBUTION OF ALCOHOLIC BEVERAGES —
PROHIBITED PRACTICES”); AND
(16) § 2–218 (“RESTRICTIVE AGREEMENTS BETWEEN PRODUCERS AND
RETAILERS — PROHIBITED”).

EXCEPTION.

(B) SECTION 2–215 (“BEER SALE ON CREDIT TO RETAIL DEALER PROHIBITED”) OF DIVISION I OF THIS ARTICLE DOES NOT APPLY IN THE CITY.

VARIATIONS.

**(C) THE FOLLOWING SECTIONS OF TITLE 2, SUBTITLE 2 (“MANUFACTURER’S
LICENSES”) OF DIVISION I OF THIS ARTICLE DO NOT APPLY IN THE CITY:**

§ 2–209 (“CLASS 7 MICRO–BREWERY LICENSE”), SUBJECT TO § 34-403.

34–402. HOURS AND DAYS OF SALE OR DELIVERY.

**A HOLDER OF A MANUFACTURER’S LICENSE MAY SELL OR DELIVER
ALCOHOLIC BEVERAGES TO A HOLDER OF A RETAIL LICENSE FROM 6 A.M. TO
MIDNIGHT ON EVERY DAY EXCEPT SUNDAY.**

34–403. CLASS 7 MICRO–BREWERY LICENSE.

**A HOLDER OF A CLASS 7 MICRO–BREWERY LICENSE MAY NOT
COLLECTIVELY BREW, BOTTLE, OR CONTRACT FOR MORE THAN 45,000
BARRELS OF MALT BEVERAGES EACH CALENDAR YEAR.**

34–404. ADDITIONAL PUB–BREWERY OR MICRO–BREWERY LICENSE.

IN ENTERPRISE ZONE.

**(A) THE COMPTROLLER MAY ISSUE ONE CLASS 6 PUB–BREWERY LICENSE OR
ONE CLASS 7 MICRO–BREWERY LICENSE, BUT NOT BOTH, FOR A LOCATION IN
AN ENTERPRISE ZONE, TO A PERSON THAT HOLDS NOT MORE THAN FIVE
CLASS B BEER, WINE, AND LIQUOR LICENSES.**

CLASS A LICENSE HOLDERS.

**(B) A HOLDER OF A CLASS A LICENSE MAY ALSO HOLD A CLASS 7 MICRO–
BREWERY LICENSE AND NOT MORE THAN FIVE CLASS B BEER, WINE, AND
LIQUOR LICENSES.**

179 **SUBTITLE 5. WHOLESALER’S LICENSES.**
180

181 **34–501. APPLICATION OF GENERAL PROVISIONS.**
182

183 **WITHOUT EXCEPTION OR VARIATION.**

184 **(A) THE FOLLOWING SECTIONS OF TITLE 2, SUBTITLE 3 (“WHOLESALER’S**
185 **LICENSES”) OF DIVISION I OF THIS ARTICLE APPLY IN THE CITY WITHOUT**
186 **EXCEPTION OR VARIATION:**

- 187 **(1) § 2–301 (“LICENSES ISSUED BY COMPTROLLER”);**
188 **(2) § 2–302 (“CLASS 1 BEER, WINE, AND LIQUOR WHOLESALER’S**
189 **LICENSE”);**
190 **(3) § 2–303 (“CLASS 2 WINE AND LIQUOR WHOLESALER’S LICENSE”);**
191 **(4) § 2–304 (“CLASS 3 BEER AND WINE WHOLESALER’S LICENSE”);**
192 **(5) § 2–305 (“CLASS 4 BEER WHOLESALER’S LICENSE”);**
193 **(6) § 2–306 (“CLASS 5 WINE WHOLESALER’S LICENSE”);**
194 **(7) § 2–307 (“CLASS 6 LIMITED WINE WHOLESALER’S LICENSE”);**
195 **(8) § 2–308 (“CLASS 7 LIMITED BEER WHOLESALER’S LICENSE”);**
196 **(9) § 2–309 (“SALE AND DELIVERY OF BEER OR WINE FROM**
197 **WHOLESALER’S VEHICLE”);**
198 **(10) § 2–310 (“SALE AND DELIVERY TO RETAIL LICENSE HOLDER”);**
199 **(11) § 2–311 (“ADDITIONAL WHOLESALER’S LICENSES”);**
200 **(12) § 2–312 (“DIRECT IMPORTATION OF ALCOHOLIC BEVERAGES”);**
201 **(13) § 2–313 (“SALE OR DELIVERY RESTRICTED TO HOLDER OF LICENSE**
202 **OR PERMIT”);**
203 **(15) § 2–315 (“INTERACTION BETWEEN WHOLESALING ENTITIES AND**
204 **RETAILERS”);**
205 **(16) § 2–316 (“DISTRIBUTION OF ALCOHOLIC BEVERAGES —**
206 **PROHIBITED PRACTICES”); AND**
207 **(17) § 2–317 (“RESTRICTIVE AGREEMENTS BETWEEN WHOLESALERS**
208 **AND RETAILERS — PROHIBITED”).**
209

210 **EXCEPTION.**

211 **(B) SECTION § 2–314 (“BEER SALE ON CREDIT TO RETAIL DEALER**
212 **PROHIBITED”) OF DIVISION I OF THIS ARTICLE DOES NOT APPLY IN THE CITY.**
213

214
215 **34–502. HOURS AND DAYS OF SALE OR DELIVERY.**
216

217 **EXCEPT AS PROVIDED IN § 34–503 OF THIS SUBTITLE, A HOLDER OF A**
218 **WHOLESALER’S LICENSE MAY SELL OR DELIVER ALCOHOLIC BEVERAGES**
219 **TO A HOLDER OF A RETAIL LICENSE FROM 6 A.M. TO MIDNIGHT ON EVERY**
220 **DAY EXCEPT SUNDAY.**
221

222
223 **34–503. DELIVERY OF BEER TO PER DIEM LICENSE HOLDER.**
224

225 **DELIVERY ON EFFECTIVE DATE OF LICENSE.**

(A) A HOLDER OF A WHOLESALER'S LICENSE MAY ENTER INTO AN AGREEMENT WITH A HOLDER OF A PER DIEM LICENSE ISSUED UNDER SUBTITLE 13 OF THIS TITLE TO DELIVER BEER ON THE EFFECTIVE DATE OF THE PER DIEM LICENSE AND ACCEPT RETURNS ON THE SAME DAY.

DISPENSING OF DRAFT BEER — AGREEMENT REQUIRED.

(B) THE AGREEMENT ENTERED INTO UNDER SUBSECTION (A) OF THIS SECTION SHALL INCLUDE THE TYPE OF EQUIPMENT, SERVICES, PERSONNEL, AND SUPPLIES REQUIRED TO DISPENSE DRAFT BEER.

SUBTITLE 6. BEER LICENSES.

34-601. RESERVED.

SUBTITLE 7. WINE LICENSES.

34-701. LIGHT WINE LICENSES – NOT APPLICABLE

A LIGHT WINE LICENSE MAY NOT BE ISSUED IN THE CITY.

SUBTITLE 8. BEER AND WINE LICENSES.

34-801. BEER AND LIGHT WINE LICENSES AUTHORIZED.

THE BOARD MAY ISSUE A LICENSE TO SELL BEER AND LIGHT WINE, AT RETAIL, FOR:

(1) ON-PREMISES CONSUMPTION; OR

(2) ON- AND OFF-PREMISES CONSUMPTION.

SUBTITLE 9. BEER, WINE, AND LIQUOR LICENSES.

34-901. BEER, WINE, AND LIQUOR LICENSE.

ESTABLISHED.

(A) THERE IS A BEER, WINE, AND LIQUOR LICENSE.

SCOPE OF AUTHORIZATION.

(B) THE LICENSE AUTHORIZES THE LICENSE HOLDER TO SELL BEER, WINE, AND LIQUOR AT THE PLACE DESCRIBED IN THE LICENSE FOR ON-PREMISES CONSUMPTION.

SUBTITLE 10. LICENSES FOR SPECIFIC TYPES OF ORGANIZATIONS AND VENUES.

34–1001. RESERVED.

SUBTITLE 11. ADDITIONAL LICENSE PRIVILEGES.

34–1101. APPLICATION OF GENERAL PROVISIONS.

WITHOUT EXCEPTION OR VARIATION.

(A) THE FOLLOWING SECTIONS OF TITLE 4, SUBTITLE 11 (“ADDITIONAL LICENSE PRIVILEGES”) OF DIVISION I OF THIS ARTICLE APPLY IN THE CITY WITHOUT EXCEPTION OR VARIATION:

(1) § 4–1102 (“CORKAGE — CONSUMING WINE NOT PURCHASED FROM LICENSE HOLDER ON LICENSED PREMISES”); AND

(2) § 4–1103 (“REMOVAL OF PARTIALLY CONSUMED BOTTLE OF WINE FROM LICENSED PREMISES”).

EXCEPTION.

(B) SECTION 4–1105 (“REFILLABLE CONTAINER PERMIT — WINE”) OF DIVISION I OF THIS ARTICLE DOES NOT APPLY IN THE CITY.

VARIATION.

(C) SECTION 4–1104 (“REFILLABLE CONTAINER PERMIT — DRAFT BEER”) OF DIVISION I OF THIS ARTICLE APPLIES IN THE CITY, SUBJECT TO § 34–1102 OF THIS SUBTITLE.

34–1102. REFILLABLE CONTAINER PERMIT — DRAFT BEER.

AUTHORIZED PERMIT HOLDER.

(A) THE BOARD MAY ISSUE A REFILLABLE CONTAINER PERMIT FOR DRAFT BEER TO A HOLDER OF A CLASS A LICENSE, CLASS B LICENSE, CLASS D LICENSE, OR A CLASS E LICENSE.

APPLICATION FORM.

(B) AN APPLICANT FOR THE PERMIT SHALL COMPLETE THE FORM THAT THE BOARD PROVIDES.

HOURS OF SALE.

(C) THE HOURS OF SALE FOR THE PERMIT:

(1) BEGIN AT THE SAME TIME AS THOSE FOR THE UNDERLYING LICENSE; AND

(2) END AT MIDNIGHT.

REGULATION.

**(D) THE BOARD SHALL ADOPT REGULATIONS TO CARRY OUT THIS SECTION.
FEE.**

(E) THE ANNUAL PERMIT FEES ARE:

**(1) \$50 FOR AN APPLICANT WHOSE LICENSE HAS AN OFF-SALE
PRIVILEGE; AND**

**(2) \$500 FOR AN APPLICANT WHOSE LICENSE DOES NOT HAVE AN
OFF-SALE PRIVILEGE.**

SUBTITLE 12. CATERER'S LICENSES.

34-1201. RESERVED.

SUBTITLE 13. TEMPORARY LICENSES.

PART I. IN GENERAL.

34-1301. APPLICATION OF GENERAL PROVISIONS.

**TITLE 4, SUBTITLE 12 ("TEMPORARY LICENSES") OF DIVISION I OF THIS
ARTICLE APPLIES IN THE CITY WITHOUT EXCEPTION OR VARIATION.**

34-1302. RESERVED.

34-1303. RESERVED.

PART II. FESTIVAL, SAMPLING, AND TASTING LICENSES.

34-1304. WINE SAMPLING LICENSE FOR NONPROFIT ORGANIZATION.

ESTABLISHED.

**(A) THE MAYOR AND CITY COUNCIL OR DESIGNEE MAY APPROVE A CLASS WS
WINE SAMPLING LICENSE.**

AUTHORIZED HOLDER.

**(B) THE MAYOR AND CITY COUNCIL OR DESIGNEE MAY ISSUE THE LICENSE
TO A NONPROFIT ORGANIZATION.**

SCOPE OF AUTHORIZATION.

**(C) (1) THE LICENSE AUTHORIZES THE ON-PREMISES CONSUMPTION OF
WINE FOR SAMPLING:**

**(I) ON PREMISES FOR WHICH A CLASS B BEER AND WINE OR
BEER, WINE, AND LIQUOR LICENSE HAS BEEN ISSUED, WITH THE
CONSENT OF THE HOLDER OF THE LICENSE FOR THE PREMISES;**

367 **OR**
368 **(II) AT A LOCATION THAT IS NOT ALREADY LICENSED.**
369 **(2) THE LICENSE HOLDER MAY BRING WINE ONTO THE CLASS B**
370 **LICENSED PREMISES FOR SAMPLING.**

371
372 **LICENSE APPLICATION.**

373 **(D) THE NONPROFIT ORGANIZATION SHALL APPLY FOR THE LICENSE AT**
374 **LEASE 15 DAYS BEFORE THE LICENSE IS ISSUED.**

375
376 **LIMIT ON NUMBER OF LICENSES.**

377 **(E) THE MAYOR AND CITY COUNCIL OR DESIGNEE MAY ISSUE NOT MORE**
378 **THAN 12 LICENSES IN A LICENSE YEAR TO A SINGLE NONPROFIT**
379 **ORGANIZATION.**

380
381 **LIMIT ON SERVINGS.**

382 **(F) THE LICENSE HOLDER MAY SERVE A QUANTITY OF NOT MORE THAN 2**
383 **OUNCES FROM EACH OFFERING TO AN INDIVIDUAL.**

384
385 **FEE.**

386 **(G) THE MAYOR AND CITY COUNCIL OR DESIGNEE SHALL SET THE LICENSE**
387 **FEE.**

388
389
390 **34–1305. BEER AND WINE TASTING LICENSE.**

391
392 **ESTABLISHED.**

393 **(A) THE MAYOR AND CITY COUNCIL OR DESIGNEE MAY APPROVE A CLASS**
394 **BWT BEER AND WINE TASTING LICENSE.**

395
396 **AUTHORIZED HOLDER.**

397 **(B) THE MAYOR AND CITY COUNCIL OR DESIGNEE MAY ISSUE THE LICENSE**
398 **TO A HOLDER OF A CLASS A BEER AND WINE LICENSE OR CLASS A BEER,**
399 **WINE, AND LIQUOR LICENSE.**

400
401 **SCOPE OF AUTHORIZATION.**

402 **(C) THE LICENSE AUTHORIZES THE HOLDER TO ALLOW ON–PREMISES**
403 **CONSUMPTION OF BEER AND LIGHT WINE FOR TASTING.**

404
405 **LIMIT ON SERVINGS.**

406 **(D) THE LICENSE HOLDER MAY SERVE TO AN INDIVIDUAL:**

- 407 **(1) LIGHT WINE IN A QUANTITY OF NOT MORE THAN 1 OUNCE FROM**
408 **EACH OFFERING; AND**
409 **(2) BEER IN A QUANTITY OF NOT MORE THAN 3 OUNCES.**

410
411 **FEE.**

412 **(I) THE MAYOR AND CITY COUNCIL OR DESIGNEE SHALL SET THE LICENSE**
413 **FEE.**

34-1306. RESERVED.

34-1307. RESERVED.

PART III. PER DIEM, MULTIPLE DAY, AND MULTIPLE EVENT LICENSES.

34-1308. RESERVED.

SUBTITLE 14. APPLICATIONS FOR LICENSES.

34-1401. APPLICATION OF GENERAL PROVISIONS.

WITHOUT EXCEPTION OR VARIATION.

(A) THE FOLLOWING SECTIONS OF TITLE 4, SUBTITLE 1 (“APPLICATIONS FOR LOCAL LICENSES”) OF DIVISION I OF THIS ARTICLE APPLY IN THE CITY WITHOUT EXCEPTION OR VARIATION:

- (1) § 4-102 (“APPLICATIONS TO BE FILED WITH LOCAL LICENSING BOARD”);**
- (2) § 4-103 (“APPLICATION ON BEHALF OF PARTNERSHIP”);**
- (3) § 4-104 (“APPLICATION ON BEHALF OF CORPORATION OR CLUB”);**
- (4) § 4-105 (“APPLICATION ON BEHALF OF LIMITED LIABILITY COMPANY”);**
- (5) § 4-106 (“PAYMENT OF NOTICE EXPENSES”);**
- (6) § 4-107 (“CRIMINAL HISTORY RECORDS CHECK”);**
- (7) § 4-108 (“APPLICATION FORM REQUIRED BY COMPTROLLER”);**
- (8) § 4-110 (“REQUIRED INFORMATION ON APPLICATION — PETITION OF SUPPORT”);**
- (9) § 4-111 (“PAYMENT OF LICENSE FEES”);**
- (10) § 4-113 (“REFUND OF LICENSE FEES”); AND**
- (11) § 4-114 (“FEES FOR LICENSES ISSUED FOR LESS THAN 1 YEAR”).**

VARIATIONS.

(B) THE FOLLOWING SECTIONS OF TITLE 4, SUBTITLE 1 (“APPLICATIONS FOR LOCAL LICENSES”) OF DIVISION I OF THIS ARTICLE APPLY IN THE CITY:

- (1) § 4-109 (“REQUIRED INFORMATION ON APPLICATION — IN GENERAL”), SUBJECT TO § 34-1402 OF THIS SUBTITLE; AND**
- (2) § 4-112 (“DISPOSITION OF LICENSE FEES”), SUBJECT TO § 34-1403 OF THIS SUBTITLE.**

34-1402. RESIDENCY REQUIREMENT.

AN APPLICANT FOR A LICENSE ISSUED IN THE CITY MAY MEET THE RESIDENCY REQUIREMENT IN § 4-109(A)(4) OF THIS ARTICLE BY RESIDING ANYWHERE IN WICOMICO COUNTY.

461
462
463 **34-1403. COLLECTION AND DISPOSITION OF LICENSE FEES.**
464

465 **THE CITY CLERK SHALL COLLECT ALL LICENSE FEES AND PAY THEM**
466 **TO THE CITY.**
467

468
469 **34-1404. SETTING OF FEES AND RENEWAL PERIODS.**
470

471 **THE MAYOR AND CITY COUNCIL MAY:**

472 **(1) SET THE FEES FOR ALL LICENSES AUTHORIZED TO BE ISSUED IN**
473 **THE CITY; AND**

474 **(2) DETERMINE A PERIODIC BASIS ON WHICH PAYMENTS FOR THE**
475 **RENEWAL OF A LICENSE MAY BE MADE.**
476

477
478 **SUBTITLE 15. ISSUANCE OR DENIAL OF LICENSES.**
479

480 **34-1501. APPLICATION OF GENERAL PROVISIONS.**
481

482 **WITHOUT EXCEPTION OR VARIATION.**

483 **(A) THE FOLLOWING SECTIONS OF TITLE 4, SUBTITLE 2 (“ISSUANCE OR**
484 **DENIAL OF LOCAL LICENSES”) OF DIVISION I OF THIS ARTICLE APPLY IN THE**
485 **CITY WITHOUT EXCEPTION OR VARIATION:**

486 **(1) § 4-205 (“CHAIN STORE, SUPERMARKET, OR DISCOUNT HOUSE”);**

487 **(2) § 4-206 (“LIMITATIONS ON RETAIL SALES FLOOR SPACE”);**

488 **(3) § 4-207 (“LICENSES ISSUED TO MINORS”);**

489 **(4) § 4-208 (“NOTICE OF LICENSE APPLICATION REQUIRED”);**

490 **(5) § 4-209 (“HEARING”);**

491 **(6) § 4-210 (“APPROVAL OR DENIAL OF LICENSE APPLICATION”);**

492 **(7) § 4-211 (“LICENSE FORMS; EFFECTIVE DATE; EXPIRATION”);**

493 **(8) § 4-212 (“LICENSE NOT PROPERTY”);**

494 **(9) § 4-213 (“REPLACEMENT LICENSES”); AND**

495 **(10) § 4-214 (“WAITING PERIODS AFTER DENIAL OF LICENSE**
496 **APPLICATIONS”).**
497

498 **VARIATIONS.**

499 **(B) THE FOLLOWING SECTIONS OF TITLE 4, SUBTITLE 2 (“ISSUANCE OR**
500 **DENIAL OF LOCAL LICENSES”) OF DIVISION I OF THIS ARTICLE APPLY IN THE**
501 **CITY:**

502 **(1) § 4-202 (“AUTHORITY OF LOCAL LICENSING BOARDS”), SUBJECT TO §**
503 **34-1502 OF THIS SUBTITLE;**

504 **(2) § 4-203 (“PROHIBITION AGAINST ISSUING MULTIPLE LICENSES TO I**
505 **NDIVIDUAL OR FOR USE OF ENTITY”), SUBJECT TO § 34-1503 OF THIS**
506 **SUBTITLE AND SUBTITLE 13, PART III OF THIS TITLE;**

507 **(3) § 4-204 (“PROHIBITION AGAINST ISSUING MULTIPLE LICENSES FOR**

SAME PREMISES”), SUBJECT TO § 34–1503 OF THIS SUBTITLE AND
SUBTITLE 13, PART III OF THIS TITLE.

34–1502. AUTHORITY OF BOARD.

IN GENERAL.

**(A) LICENSES SHALL BE APPROVED BY THE BOARD OF LICENSE
COMMISSIONERS OF THE CITY AND ISSUED BY THE CITY CLERK.**

LICENSES NOT ISSUED BY WICOMICO BOARD.

**(B) THE BOARD OF LICENSE COMMISSIONERS OF WICOMICO COUNTY MAY
NOT ISSUE LICENSES IN THE CITY.**

34–1503. BOWLING ESTABLISHMENTS.

**MULTIPLE LICENSES MAY BE ISSUED FOR THE SAME PREMISES OR TO
AN INDIVIDUAL FOR THE USE OF THAT INDIVIDUAL, A PARTNERSHIP, A
CORPORATION, AN UNINCORPORATED ASSOCIATION, OR A LIMITED
LIABILITY COMPANY IF:**

**(1) THE LICENSES ARE CLASS D BEER OR CLASS D BEER AND LIGHT
WINE LICENSES; AND**

**(2) EACH PREMISES IS A BOWLING ESTABLISHMENT THAT HAS AT
LEAST 30 LANES WITH AUTOMATIC PINSETTERS.**

**SUBTITLE 16. LICENSING CONDITIONS; MULTIPLE LICENSING PLANS.
PART I. LICENSING CONDITIONS.**

34–1601. RESERVED.

34–1602. RESERVED.

PART II. MULTIPLE LICENSING PLANS.

34–1603. RESERVED.

SUBTITLE 17. TRANSFER OF LICENSES; SUBSTITUTION OF NAMES ON LICENSE.

34–1701. APPLICATION OF GENERAL PROVISIONS.

**TITLE 4, SUBTITLE 3 (“TRANSFER OF LOCAL LICENSES; SUBSTITUTION
OF NAMES ON LICENSE”) OF DIVISION I OF THIS ARTICLE APPLIES IN THE
CITY WITHOUT EXCEPTION OR VARIATION.**

555
556
557 **SUBTITLE 18. RENEWAL OF LICENSES.**
558

559 **34–1801. APPLICATION OF GENERAL PROVISIONS.**
560

561 **WITHOUT EXCEPTION OR VARIATION.**

562 **(A) THE FOLLOWING SECTIONS OF TITLE 4, SUBTITLE 4 (“RENEWAL OF LOCAL**
563 **LICENSES”) OF DIVISION I OF THIS ARTICLE APPLY IN THE CITY WITHOUT**
564 **EXCEPTION OR VARIATION:**

- 565 (1) § 4–403 (“RENEWAL APPLICATION”);
566 (2) § 4–404 (“FILING PERIOD FOR RENEWAL APPLICATION”);
567 (3) § 4–405 (“CONTENTS OF RENEWAL APPLICATION”);
568 (4) § 4–406 (“PROTESTS”);
569 (5) § 4–407 (“DENIAL OF RENEWAL APPLICATION”);
570 (6) § 4–408 (“ISSUANCE OF RENEWED LICENSES”);
571 (7) § 4–409 (“MULTIPLE LICENSES”); AND
572 (8) § 4–410 (“CHAIN STORE, SUPERMARKET, OR DISCOUNT HOUSE”).
573

574 **VARIATIONS.**

575 **(B) SECTION § 4–402 (“ELIGIBILITY FOR RENEWAL; PROCESS”) OF TITLE 4,**
576 **SUBTITLE 4 OF DIVISION I OF THIS ARTICLE APPLIES IN THE CITY, SUBJECT**
577 **TO § 34–1802 OF THIS SUBTITLE.**
578

579
580 **34–1802. PAYMENT SCHEDULE OF RENEWAL FEE.**
581

582 **THE MAYOR AND CITY COUNCIL MAY DETERMINE A PERIODIC**
583 **PAYMENT SCHEDULE FOR THE RENEWAL OF A LICENSE.**
584

585 **SUBTITLE 19. CONDUCT OF LICENSE HOLDERS.**
586

587
588 **34–1901. APPLICATION OF GENERAL PROVISIONS.**
589

590 **TITLE 4, SUBTITLE 5 (“CONDUCT OF LOCAL LICENSE HOLDERS”) OF**
591 **DIVISION I OF THIS ARTICLE APPLIES IN THE CITY WITHOUT EXCEPTION OR**
592 **VARIATION.**
593

594
595 **SUBTITLE 20. HOURS AND DAYS FOR CONSUMPTION AND SALE.**
596

597 **34–2001. CONSUMPTION FROM 2 A.M. TO 6 A.M. PROHIBITED.**
598

599 **IN GENERAL.**

600 **(A) (1) UNLESS OTHERWISE PROVIDED IN THIS TITLE, FROM 2 A.M. TO 6**
601 **A.M. ON ANY DAY, AN INDIVIDUAL MAY NOT CONSUME ALCOHOLIC**

602 BEVERAGES IN A PREMISES LICENSED UNDER THIS TITLE.
603 (2) AN OWNER, AN OPERATOR, OR A MANAGER OF A PREMISES
604 LICENSED UNDER THIS TITLE MAY NOT KNOWINGLY ALLOW
605 CONSUMPTION OF ALCOHOLIC BEVERAGES PROHIBITED UNDER
606 PARAGRAPH (1) OF THIS SUBSECTION.

607
608 **PENALTY.**

609 **(B) A PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR**
610 **AND ON CONVICTION IS SUBJECT TO A FINE NOT EXCEEDING \$50.**

611
612
613 **34–2002. BEER LICENSES.**

614
615 **THE BOARD MAY SET THE HOURS OF SALE FOR BEER LICENSES.**

616
617
618 **34–2003. BEER AND WINE LICENSES.**

619
620 **THE BOARD MAY SET THE HOURS OF SALE FOR BEER AND LIGHT WINE**
621 **LICENSES.**

622
623
624 **34–2004. BEER, WINE, AND LIQUOR LICENSES.**

625
626 **THE BOARD MAY SET THE HOURS OF SALE FOR BEER, WINE, AND**
627 **LIQUOR LICENSES.**

628
629
630 **SUBTITLE 21. REVOCATION AND SUSPENSION OF LICENSES.**

631
632 **34–2101. APPLICATION OF GENERAL PROVISIONS.**

633
634 **TITLE 4, SUBTITLE 6 (“REVOCATION AND SUSPENSION OF LOCAL**
635 **LICENSES”) OF DIVISION I OF THIS ARTICLE APPLIES IN THE CITY WITHOUT**
636 **EXCEPTION OR VARIATION.**

637
638
639 **SUBTITLE 22. EXPIRATION OF LICENSES.**

640
641 **34–2201. APPLICATION OF GENERAL PROVISIONS.**

642
643 **TITLE 4, SUBTITLE 7 (“EXPIRATION OF LOCAL LICENSES”) OF DIVISION I**
644 **OF THIS ARTICLE APPLIES IN THE CITY WITHOUT EXCEPTION OR VARIATION.**

645
646
647 **34–2202. SEASONAL CLOSING.**
648

649 **THE BOARD MAY AUTHORIZE THE CLOSING OF A LICENSED PREMISES**
650 **FOR NOT MORE THAN 6 MONTHS IF:**

651 **(1) THE BOARD DETERMINES THAT THE LICENSED PREMISES IS**
652 **SEASONALLY OPERATED; AND**

653 **(2) THE LICENSE HOLDER SUBMITS A WRITTEN REQUEST TO THE**
654 **BOARD AT LEAST 30 DAYS BEFORE THE ANTICIPATED DATE OF**
655 **CLOSING.**

656
657
658 **SUBTITLE 23. DEATH OF LICENSE HOLDER.**

659
660 **34–2301. APPLICATION OF GENERAL PROVISIONS.**

661
662 **TITLE 4, SUBTITLE 8 (“DEATH OF LICENSE HOLDER”) OF DIVISION I OF**
663 **THIS ARTICLE APPLIES IN THE CITY WITHOUT EXCEPTION OR VARIATION.**

664
665
666 **SUBTITLE 24. JUDICIAL REVIEW.**

667
668 **34–2401. APPLICATION OF GENERAL PROVISIONS.**

669
670 **TITLE 4, SUBTITLE 9 (“JUDICIAL REVIEW”) OF DIVISION I OF THIS**
671 **ARTICLE APPLIES IN THE CITY WITHOUT EXCEPTION OR VARIATION.**

672
673
674 **SUBTITLE 25. UNLICENSED ESTABLISHMENTS.**

675
676 **34–2501. HOURS WHEN CONSUMING OR ALLOWING CONSUMPTION OF**
677 **ALCOHOLIC BEVERAGES IS PROHIBITED.**

678
679 **PROHIBITION AGAINST INDIVIDUAL.**

680 **(A) FROM 2 A.M. TO 6 A.M. ON ANY DAY, AN INDIVIDUAL MAY NOT CONSUME**
681 **ALCOHOLIC BEVERAGES IN:**

682 **(1) AN ESTABLISHMENT OPEN TO THE PUBLIC;**

683 **(2) A PLACE OF PUBLIC ENTERTAINMENT; OR**

684 **(3) A PLACE AT WHICH SETUPS OR OTHER COMPONENT PARTS OF**
685 **MIXED ALCOHOLIC BEVERAGES ARE SOLD UNDER A LICENSE ISSUED**
686 **UNDER THE BUSINESS REGULATION ARTICLE.**

687
688 **PROHIBITION AGAINST OWNER OR MANAGER.**

689 **(B) AN OWNER OR A MANAGER OF AN ESTABLISHMENT OR A PLACE**
690 **SPECIFIED IN SUBSECTION (A) OF THIS SECTION MAY NOT KNOWINGLY**
691 **ALLOW CONSUMPTION OF ALCOHOLIC BEVERAGES BETWEEN THE HOURS**
692 **SPECIFIED IN SUBSECTION (A) OF THIS SECTION.**

693
694 **PENALTY.**

695 **(C) A PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR**

696 **AND ON CONVICTION IS SUBJECT TO A FINE NOT EXCEEDING \$50.**

697
698
699 **SUBTITLE 26. ENFORCEMENT.**

700
701 **34–2601. APPLICATION OF GENERAL PROVISIONS.**

702
703 **WITHOUT EXCEPTION OR VARIATION — SUBJECT TO CITY REGULATION.**

704 **(A) SUBJECT TO REGULATION BY THE CITY OF THE POSSESSION OR**
705 **CONSUMPTION OF ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY OWNED**
706 **BY THE CITY OR ON A PUBLIC HIGHWAY, THE FOLLOWING SECTIONS OF**
707 **TITLE 6, SUBTITLE 2 (“ENFORCEMENT”) OF DIVISION I OF THIS ARTICLE**
708 **APPLY IN THE CITY WITHOUT EXCEPTION OR VARIATION:**

709 **(1) § 6–202 (“INSPECTIONS”);**

710 **(2) § 6–203 (“USE OF EQUIPMENT TO MEASURE QUANTITY AND QUALITY**
711 **OF ALCOHOLIC BEVERAGES”);**

712 **(3) § 6–205 (“PEACE OFFICERS”);**

713 **(4) § 6–206 (“CHARGING DOCUMENT FOR UNLAWFUL SALE OF**
714 **ALCOHOLIC BEVERAGE”);**

715 **(5) § 6–207 (“DISPLAY OF ALCOHOLIC BEVERAGES AS PRIMA FACIE**
716 **EVIDENCE OF SALE”);**

717 **(6) § 6–208 (“REGULATING POSSESSION OR CONSUMPTION OF ALCOHOL**
718 **IN PUBLIC PLACES”);**

719 **(7) § 6–209 (“ADOPTION OF STANDARDS FOR AUTHORIZATION OF**
720 **CONSUMPTION”); AND**

721 **(8) §6–211 (“FINES AND FORFEITURES”).**

722
723 **EXEMPTIONS.**

724 **(B) SECTION 6–210 (“STATE PREEMPTION OF LOCAL DISORDERLY**
725 **INTOXICATION LAWS”) OF DIVISION I OF THIS ARTICLE DOES NOT APPLY IN**
726 **THE CITY.**

727
728 **VARIATION.**

729 **(C) SECTION § 6–204 (“POWER TO SUMMON WITNESSES”) OF DIVISION I OF**
730 **THIS ARTICLE APPLIES IN THE CITY, SUBJECT TO § 34–2602 OF THIS SUBTITLE.**

731
732
733 **34–2602. SERVICE OF SUMMONS.**

734
735 **IN ADDITION TO THE SHERIFF WHO MAY SERVE A SUMMONS UNDER §**
736 **6-204 OF THIS ARTICLE, THE CITY POLICE DEPARTMENT MAY SERVE A**
737 **SUMMONS.**

738
739
740 **SUBTITLE 27. PROHIBITED ACTS.**

741
742 **34–2701. APPLICATION OF GENERAL PROVISIONS.**

743
744 **WITHOUT EXCEPTION OR VARIATION.**

745 **(A) THE FOLLOWING SECTIONS OF TITLE 6, SUBTITLE 3 (“PROHIBITED ACTS”)**
746 **OF DIVISION I OF THIS ARTICLE APPLY IN THE CITY WITHOUT EXCEPTION OR**
747 **VARIATION:**

- 748 (1) § 6–305 (“PROOF OF AGE FOR SALE OF ALCOHOLIC BEVERAGES”);
749 (2) § 6–306 (“DEFENSE TO PROSECUTION FOR SALE TO UNDERAGE
750 INDIVIDUAL”);
751 (3) § 6–308 (“ALLOWING ON–PREMISES CONSUMPTION OF ALCOHOLIC
752 BEVERAGES NOT PURCHASED FROM LICENSE HOLDER”);
753 (4) § 6–309 (“ALLOWING ON–PREMISES CONSUMPTION OR POSSESSION
754 OF ALCOHOLIC BEVERAGES BY INDIVIDUAL UNDER THE AGE OF 21
755 YEARS”);
756 (5) § 6–310 (“PROVIDING FREE FOOD”);
757 (6) § 6–311 (“RESTRICTIONS ON PURCHASES AND SALES BY RETAIL
758 DEALER”);
759 (7) § 6–312 (“BEVERAGE MISREPRESENTATION”);
760 (8) § 6–313 (“TAMPERING WITH ALCOHOLIC BEVERAGE CONTAINER”);
761 (9) § 6–314 (“SALE OF ALCOHOLIC BEVERAGE CONTAINER WITH
762 DETACHABLE METAL TAB”);
763 (10) § 6–315 (“ALCOHOLIC BEVERAGE IN CONTAINER WITHOUT
764 REGULAR LABEL PRESUMED ILLICIT”);
765 (11) § 6–316 (“MAXIMUM ALCOHOL CONTENT”);
766 (12) § 6–319 (“ON–PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES
767 NOT PURCHASED FROM LICENSE HOLDER”);
768 (13) § 6–320 (“DISORDERLY INTOXICATION”);
769 (14) § 6–321 (“CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC”);
770 (15) § 6–323 (“POSSESSION OR USE OF ALCOHOL WITHOUT LIQUID
771 MACHINE”);
772 (16) § 6–326 (“UNLICENSED OUT–OF–STATE SALE OF ALCOHOLIC
773 BEVERAGES”);
774 (17) § 6–327 (“TAX EVASION”);
775 (18) § 6–328 (“DESTRUCTION OF EVIDENCE”); AND
776 (19) § 6–329 (“PERJURY”).

777
778 **EXCEPTIONS.**

779 **(B) THE FOLLOWING SECTIONS OF TITLE 6, SUBTITLE 3 (“PROHIBITED ACTS”)**
780 **OF DIVISION I OF THIS ARTICLE DO NOT APPLY IN THE CITY:**

- 781 (1) § 6–304 (“SELLING OR PROVIDING ALCOHOLIC BEVERAGES TO
782 INDIVIDUAL UNDER THE AGE OF 21 YEARS”); AND
783 (2) § 6–322 (“POSSESSION OF OPEN CONTAINER”).
784

785 **VARIATION.**

786 **(C) SECTION 6–307 (“SELLING OR PROVIDING ALCOHOLIC BEVERAGES TO**
787 **INTOXICATED INDIVIDUAL”) OF DIVISION I OF THIS ARTICLE APPLIES IN THE**
788 **CITY, SUBJECT TO § 34–2703 OF THIS SUBTITLE.**
789

34-2702. SELLING OR PROVIDING ALCOHOLIC BEVERAGES TO INDIVIDUAL UNDER THE AGE OF 21 YEARS — CRIMINAL PROCEDURE.

PROHIBITED.

(A) A PERSON MAY NOT SELL OR PROVIDE DIRECTLY OR INDIRECTLY ALCOHOLIC BEVERAGES TO AN INDIVIDUAL UNDER THE AGE OF 21 YEARS FOR THE INDIVIDUAL'S OWN USE OR FOR THE USE OF ANY OTHER PERSON.

DUE CAUTION STANDARD — DECEPTIVE DOCUMENTARY EVIDENCE.

(B) A DEFENDANT MAY NOT BE FOUND GUILTY OF SELLING ALCOHOLIC BEVERAGES TO AN INDIVIDUAL UNDER THE AGE OF 21 YEARS IF:

(1) THE INDIVIDUAL WILLFULLY REPRESENTED THAT THE INDIVIDUAL IS AT LEAST 21 YEARS OLD AND OBTAINED AN ALCOHOLIC BEVERAGE; AND

(2) THE DEFENDANT PROVES AT THE TRIAL THAT:

(I) MISREPRESENTATION OF AGE OCCURRED;

(II) DUE CAUTION WAS USED IN ASCERTAINING THE AGE OF THE INDIVIDUAL BEFORE PROVIDING THE ALCOHOLIC BEVERAGE TO THE INDIVIDUAL;

(III) IN THE EXERCISE OF DUE CAUTION, THE DEFENDANT WAS DECEIVED BY THE USE OF DOCUMENTARY EVIDENCE; AND

(IV) BECAUSE OF THE USE OF DOCUMENTARY EVIDENCE, THE DEFENDANT WAS UNABLE TO ASCERTAIN THAT THE INDIVIDUAL WAS UNDER THE AGE OF 21 YEARS.

PENALTY.

(C) THE CITY COUNCIL MAY PROVIDE BY ORDINANCE THAT A VIOLATION OF THIS SECTION IS A MUNICIPAL INFRACTION.

NO BAR TO ADMINISTRATIVE ACTION.

(D) THE GRANTING OF PROBATION BEFORE JUDGMENT TO A LICENSE HOLDER OR AN EMPLOYEE OF THE LICENSE HOLDER FOR A VIOLATION OF THIS SECTION DOES NOT BAR THE BOARD FROM PROCEEDING ADMINISTRATIVELY AGAINST THE LICENSE HOLDER FOR THE VIOLATION.

34-2703. SELLING OR PROVIDING ALCOHOLIC BEVERAGES TO INTOXICATED INDIVIDUAL — NO BAR TO ADMINISTRATIVE ACTION.

THE GRANTING OF PROBATION BEFORE JUDGMENT TO A LICENSE HOLDER OR AN EMPLOYEE OF THE LICENSE HOLDER FOR A VIOLATION OF § 6-307 OF THIS ARTICLE DOES NOT BAR THE BOARD FROM PROCEEDING ADMINISTRATIVELY AGAINST THE LICENSE HOLDER FOR THE VIOLATION.

SUBTITLE 28. PENALTIES.

837
838 **34-2801. APPLICATION OF GENERAL PROVISION.**
839

840 **SECTION 6-402 (“GENERAL PENALTY”) OF DIVISION I OF THIS ARTICLE**
841 **APPLIES IN THE CITY.**
842

843
844 **34-2802. PENALTY IMPOSED BY BOARD.**
845

846 **THE BOARD MAY IMPOSE A FINE NOT EXCEEDING \$2,000 IN LIEU OF**
847 **SUSPENDING A LICENSE FOR A VIOLATION THAT IS CAUSE FOR LICENSE**
848 **SUSPENSION UNDER THE ALCOHOLIC BEVERAGE LAWS OF THE CITY.**
849

850
851
852 **EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.**
853 **[Brackets] indicate matter deleted from existing law.**
854

855
856
857
858 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect**
859 **July 1, 2020.**

860
861 **Approved:**
862

863 _____
864 **Governor**
865

866 _____
867 **Speaker of the House of Delegates**
868

869 _____
870 **President of the Senate**

1 RESOLUTION NO. 3001

2 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, IN SUPPORT
3 OF THE SUBMISSION OF LEGISLATION TO THE MARYLAND GENERAL
4 ASSEMBLY TO CREATE A LOCAL ALCOHOL LICENSE COMMISSION FOR
5 THE CITY OF SALISBURY.

6
7 WHEREAS, the State of Maryland controls the alcohol boards; and

8 WHEREAS, Wicomico County is designated by State Law to control the Alcohol License
9 Commission and the Liquor Control Board for all areas and municipalities in Wicomico County; and

10 WHEREAS, there are many restaurants, community events and facilities located in the City
11 of Salisbury that require alcohol licenses, and the City of Salisbury will be able to better serve the
12 citizens of the City by having control of the alcohol licenses issued within the City; and

13 WHEREAS, the City of Salisbury desires to have its own license commission to issue and
14 monitor alcohol licenses within the City limits; and

15 WHEREAS, Wicomico County would continue to issue and monitor alcohol licenses within
16 Wicomico County for facilities and functions outside of the limits of the City of Salisbury; and

17 WHEREAS, Wicomico County would continue to have the only Liquor Control Board for all
18 areas of Wicomico County; and

19 WHEREAS, the State of Maryland must pass a law to create a local alcohol license
20 commission for the City of Salisbury, and House Delegate Carl Anderton, Jr. has offered to sponsor
21 the bill and introduce the bill to the General Assembly.

22 NOW THEREFORE BE IT RESOLVED by the Council of the City of Salisbury that the
23 City desires to create a local alcohol license commission and the City supports the submission of
24 legislation to the General Assembly for the State of Maryland to establish law that would create a
25 local alcohol license commission for the City of Salisbury.

26 The above resolution was introduced, read and duly passed at the regular meeting of the
27 Salisbury City Council held on the ____ day of February, 2020, and is to become effective
28 immediately.

29
30 ATTEST:

31
32 _____
33 Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

34
35
36 APPROVED BY ME THIS ____ day of _____, 2020

37
38 _____
39 Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: City Council

From: Julia Glanz, City Administrator

Subject: Tax Differential

Date: February 6, 2020

Please find the attached resolution in support of the submission of legislation to the Maryland General Assembly to require a tax setoff for municipalities in Wicomico County, also known as Tax Differential. Wicomico County and Kent County are the only two remaining counties without some form of Tax Differential. Delegate Carl Anderton has agreed to sponsor this legislation and we are currently awaiting a bill title, number and hearing dates.

HOUSE BILL _____

By: **Delegates**

Introduced and read first time:

Assigned to:

Report:

House action:

Read second time:

A BILL ENTITLED

AN ACT concerning

WICOMICO COUNTY TAX FAIRNESS ACT 2020

TAX - PROPERTY

TITLE 6. SUBTITLE 3 - SETTING PROPERTY TAX RATES

FOR the purpose of adding Wicomico County to section 6-305; requiring the governing body of Wicomico County to annually meet and discuss with the governing body of each municipal corporation in the county regarding the county property tax rate to be set for assessments of property in the municipal corporation; requiring Wicomico County to grant a property tax setoff to a municipal corporation in accordance with a formula agreed to by the county and the municipal corporation if the municipal corporation performs services or programs instead of similar county services or programs; requiring, if the county and the municipal corporation fail to reach an agreement concerning the formula, the county and municipal corporation to enter into binding arbitration; requiring the county and a municipal corporation to agree to phase in any increase in a property tax setoff above a certain level over a certain period of time under certain circumstances; requiring the county to conduct a study of services or programs provided by the municipal corporations instead of county services or programs before property tax setoffs for a certain fiscal year may be established; defining a certain term; providing for the effective dates of this Act; providing for the application of certain provisions of this Act; and generally relating to property tax setoffs in Wicomico County.

BY adding,

Article-Tax - Property

Section 6-305.2

Annotated Code of Maryland

(2012 Replacement Volume and 2018 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

ARTICLE - TAX - PROPERTY

6-305.2.

(A) IN THIS SECTION, "TAX SETOFF" MEANS:

(1) THE DIFFERENCE BETWEEN THE GENERAL COUNTY
PROPERTY TAX RATE AND THE PROPERTY TAX RATE THAT IS SET FOR

38 **ASSESSMENTS OF PROPERTY IN A MUNICIPAL CORPORATION; OR**

39
40 **(2) A PAYMENT TO A MUNICIPAL CORPORATION TO AID THE**
41 **MUNICIPAL CORPORATION IN FUNDING SERVICES OR PROGRAMS THAT**
42 **ARE SIMILAR TO COUNTY SERVICES OR PROGRAMS.**

43
44 **(B)**

45 **(1) THE GOVERNING BODY OF WICOMICO COUNTY SHALL**
46 **ANNUALLY MEET AND DISCUSS WITH THE GOVERNING BODY OF EACH**
47 **MUNICIPAL CORPORATION IN THE COUNTY THE COUNTY PROPERTY**
48 **TAX RATE TO BE SET FOR ASSESSMENTS OF PROPERTY IN THE**
49 **MUNICIPAL CORPORATION.**

50
51 **(2)**

52 **(I) AFTER THE MEETING IF IT CAN BE DEMONSTRATED**
53 **THAT A MUNICIPAL CORPORATION PERFORMS SERVICES OR**
54 **PROGRAMS INSTEAD OF SIMILAR COUNTY SERVICES OR**
55 **PROGRAMS, THE GOVERNING BODY OF WICOMICO COUNTY**
56 **SHALL GRANT A TAX SETOFF TO THE MUNICIPAL CORPORATION**
57 **IN ACCORDANCE WITH A FORMULA AGREED TO BY THE COUNTY**
58 **AND THE MUNICIPAL CORPORATION.**

59
60 **(II) IN THE FIRST YEAR FOLLOWING THE ADOPTION OF**
61 **THIS SECTION, 6-305.2, IF THE GOVERNING BODY OF WICOMICO**
62 **COUNTY AND THE GOVERNING BODY OF A MUNICIPAL**
63 **CORPORATION FAIL TO REACH AN AGREEMENT CONCERNING**
64 **THE FORMULA BY WHICH A TAX SETOFF IS TO BE CALCULATED**
65 **ON OR BEFORE JANUARY 15, THE GOVERNING BODY OF**
66 **WICOMICO COUNTY AND THE GOVERNING BODY OF THE**
67 **MUNICIPAL CORPORATION SHALL ENTER INTO BINDING**
68 **ARBITRATION AND THE MATTER SHALL PROCEED PURSUANT TO**
69 **SUBTITLE 2 OF THE COURTS AND JUDICIAL PROCEEDINGS**
70 **ARTICLE AS IF THE PARTIES HAD AGREED TO ARBITRATION.**
71 **THE DEADLINE MAY BE EXTENDED BY MUTUAL AGREEMENT.**

72
73 **(a) THE ARBITRATION PANEL SHALL BE**
74 **COMPRISED OF THE FOLLOWING:**

75 **(i) ONE MEMBER SELECTED BY THE**
76 **MUNICIPAL CORPORATION INVOLVED IN THE**
77 **DISPUTE;**

78 **(ii) ONE MEMBER SELECTED BY THE**
79 **COUNTY EXECUTIVE;**

80 **(iii) ONE MEMBER SELECTED JOINTLY BY**
81 **THE ABOVE MEMBERS.**

82 **(b) AT THE ARBITRATION HEARING, THE COUNTY**
83 **AND THE MUNICIPALITY MAY PRESENT TESTIMONY,**
84 **EVIDENCE, AND ORAL ARGUMENT AS TO THE MATTERS IN**

DISPUTE.

(c) THE ARBITRATION PANEL SHALL DETERMINE THE FORMULA BY WHICH A TAX SETOFF IS TO BE CALCULATED IN A MANNER THAT IS FAIR AND EQUITABLE TO THE TAX PAYERS OF BOTH WICOMICO COUNTY AND THE MUNICIPAL CORPORATION.

(III) IN SUBSEQUENT YEARS, IF THE GOVERNING BODY OF WICOMICO COUNTY AND THE GOVERNING BODY OF A MUNICIPAL CORPORATION FAIL TO REACH AN AGREEMENT CONCERNING THE FORMULA BY WHICH A TAX SETOFF IS TO BE CALCULATED, THE GOVERNING BODY OF WICOMICO COUNTY SHALL GRANT A TAX SETOFF IN ACCORDANCE WITH THE FORMULA USED DURING THE PRIOR TAXABLE YEAR, UNLESS THE SAME ARBITRATION PROCESS IS REQUESTED BY THE GOVERNING BODY OF WICOMICO COUNTY OR BY THE GOVERNING BODY OF THE MUNICIPAL CORPORATION.

(3) WICOMICO COUNTY AND A MUNICIPAL CORPORATION SHALL AGREE TO PHASE IN OVER A PERIOD OF 3 TO 5 YEARS, BEGINNING ON JULY 1, 2021, ANY INCREASE IN THE LEVEL OF A TAX SETOFF ABOVE THE LEVEL OF THE TAX SETOFF GRANTED IN THE FISCAL YEAR BEGINNING JULY 1, 2020, IF THE INCREASE IS ATTRIBUTABLE TO THE FUNDING OF NEW SERVICES OR PROGRAMS.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter deleted from existing law.

SECTION 2. AND BE IT FURTHER ENACTED, That before the amount of a property tax setoff may be established for the fiscal year beginning July 1, 2021, in accordance with § 6–305 of the Tax – Property Article as enacted by this Act, Wicomico County shall conduct a detailed study of the scope and nature of the individual services or programs provided by each municipal corporation in the county instead of similar services or programs provided by the county.

SECTION 3. AND BE IT FURTHER ENACTED, That Section 1 of this Act shall take effect October 1, 2020, and shall be applicable to the fiscal year beginning July 1, 2021, and to each subsequent fiscal year thereafter.

SECTION 4. AND BE IT FURTHER ENACTED, That, except as provided in Section 3 of this Act, this Act shall take effect July 1, 2020.

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Approved:

Governor

Speaker of the House of Delegates

President of the Senate

1 RESOLUTION NO. 3002

2 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, IN SUPPORT
3 OF THE SUBMISSION OF LEGISLATION TO THE MARYLAND GENERAL
4 ASSEMBLY TO REQUIRE A TAX SETOFF FOR MUNICIPALITIES IN
5 WICOMICO COUNTY.

6
7 WHEREAS, the State of Maryland requires some Counties to provide a tax setoff to
8 municipalities for services provided by a municipality and allows other Counties to have the choice
9 of whether or not they will provide a tax setoff to municipalities; and

10 WHEREAS, the City of Salisbury provides many services for the citizens of the City that
11 replace what the County provides outside of City limits; and

12 WHEREAS, the citizens of the City of Salisbury currently pay the full amount of real estate
13 taxes to both the County and the City, but only receive some services from the County; and

14 WHEREAS, the City of Salisbury desires for its citizens to receive a tax setoff of their
15 County real estate taxes for the services not provided them by the County and receive from the City;
16 and

17 WHEREAS, State Law currently states that Wicomico County may provide a tax setoff; and

18 WHEREAS, the City of Salisbury has repeatedly requested a tax setoff from the County, but
19 the County has not agreed to provide a tax setoff; and

20 WHEREAS, the State of Maryland must pass a law to require Wicomico County to provide a
21 tax setoff, and House Delegate Carl Anderton, Jr. has offered to sponsor the bill and introduce the
22 bill in the General Assembly.

23 NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Salisbury that the
24 City supports the submission of legislation to the General Assembly of the State of Maryland to
25 amend the law to require Wicomico County to provide a tax setoff to its municipal citizens.

26 The above resolution was introduced, read and duly passed at the regular meeting of the
27 Salisbury City Council held on the ____ day of February, 2020, and is to become effective
28 immediately.

29
30 ATTEST:

31
32 _____
33 Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

35
36 APPROVED BY ME THIS ____ day of _____, 2020

37
38 _____
39 Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

January 2, 2019

TO: Julia Glanz
FROM: Colonel David Meienschein
SUBJECT: Ordinance – Budget Amendment

Attached is an ordinance to accept funds from the Heron Agility Group in the amount of \$1,500.00.

I am requesting these funds to be put into our animal supplies account 21021-546010 which will be used to purchase the Police K-9 Bullet Proof Vest.

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

David Meienschein
Assistant Chief of Police

ORDINANCE NO. 2577

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY20 GENERAL FUND BUDGET TO APPROPRIATE THE FUNDS RECEIVED FROM THE HERON AGILITY GROUP FOR THE PURCHASE OF K-9 BULLET PROOF VESTS.

WHEREAS, Mrs. Denise Jest, of The Heron Agility Group wishes to donate \$1,500.00 to the Salisbury Police Department to be used to purchase police K-9 bullet proof vests, and

WHEREAS, funds received from The Heron Agility Group, in the amount of \$1,500.00, will directly benefit the Salisbury Police Department K-9 Program by purchasing K-9 bullet proof vests; and

WHEREAS, the Salisbury Police Department requests that these funds be placed in the SPD K-9 Animal Supplies Account, 21021-546010 which will be used to purchase Police K-9 bullet proof vests; and

WHEREAS, appropriations must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

- 1) Increase General Fund Revenue by \$1,500.00.
- 2) Increase the Police Department budget by \$1,500.00.

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

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

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

Approved by me this _____ day of _____, 2020.

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: December 24, 2019
Re: Ordinance to modify Critical Area enabling ordinance

AP

The State of Maryland adopted the Chesapeake Bay Critical Area legislation in 1984 with the intent of protecting the bay. These regulations require that local jurisdictions within the area develop their own program for implementation that adheres to the general criteria contained in Code of Maryland Regulations (COMAR). Salisbury's program has, until recently, been administered by Wicomico County. With the reorganization of the City's Public Works Department and the creation of the Department of Infrastructure and Development to include Planning functions, the administration of the Critical Area Program is now the responsibility of the Department of Infrastructure and Development.

To codify the changes, attached is an ordinance that: (1) modifies the department name, (2) updates COMAR references and (3) provides for fees and costs to be allocated to funds designated for the Critical Area Program (see Attachment A). This process is considered a text amendment.

Text amendments are first addressed in a Public Hearing with the Planning Commission and the recommendations are forwarded to the Mayor and Council for adoption at a second Public Hearing. The Planning commission passed a unanimous favorable recommendation of the Ordinance on December 19, 2019.

Other attachments are the Planning Commission Staff report, the advertising notice for Planning Commission's Public Hearing and a map of the Critical Area located within the municipal boundaries of Salisbury (see Attachments B, C, and D).

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

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WHEREAS, the Department of Infrastructure and Development desires to amend the FY2020 fee schedule to establish fees for the Critical Area Program so that they may be collected in FY 2020; and

WHEREAS, the Department of Infrastructure and Development recommends the FY2020 fee schedule be amended by adding the attached fee schedule.

NOW, THEREFORE, be it enacted and ordained by the City of Salisbury, that Chapter 12.20 of the City of Salisbury Municipal Code be amended as follows:

Chapter 12.20 - Chesapeake Bay Critical Area Natural Resources Program

Table of Contents

Chapter 12.20 Chesapeake Bay Critical Area Overlay District

Article I - Introduction

Section 12.20.010 - Critical Area Program background.

A. The State's adopted Chesapeake Bay Critical Area Criteria require that the City of Salisbury Critical Area Program adhere to the general program criteria contained in COMAR **[[14.15.10]]27.01.10**, Directives for Local Program Development. These criteria set forth the provisions for program preparation by the Critical Area Commission in determining that a local critical area program is complete. COMAR **[[14.14.10.01.F.]]27.01.10.01.G.** states that **["local jurisdictions shall review and revise local plans, programs and regulations that are inconsistent with the intent of the policies and criteria."]** *“(J)urisdictions shall review and revise local plans, programs, and regulations that are inconsistent with the intent of the policies and criteria in this subtitle.”* At a minimum, and if applicable, the local review and revisions shall include zoning Ordinances, comprehensive zoning maps, subdivision regulations and growth management Ordinances. In addition, the criteria require the local jurisdiction to demonstrate that its local programs are adopted to meet the criteria and law and are enforceable.

B. Chapter 12.20 includes the special implementation provisions necessary to meet the requirements of COMAR **[[14.15.10]]27.01.10**. These regulations are required to ensure that the City of Salisbury Critical Area Program is implemented.

C. Land use development standards and requirements established in this Chesapeake Bay Critical Area Overlay District Chapter implement the City of Salisbury's Critical Area Program consistent with the requirements of the Maryland Critical Area Law and the criteria, as adopted. These special provisions are adopted pursuant to Natural Resources Article, Title 8, Subtitle 18 of the Maryland Annotated Code and COMAR **[[14.15]]27.01** the Critical Area Criteria. This Chapter contains regulations which establish the critical area district, the land management classifications required to be established for all lands within the critical area and special regulatory provisions that apply to development of land for residential, commercial, industrial or

institutional uses and agricultural, fishery or forestry activities in the City of Salisbury's Critical Area.

Article II - Purpose and Authority

Section 12.20.020 - Scope of regulations.

A. The purpose of this Chapter is to establish the critical area overlay district and to provide special regulatory protection for the land and water resources located within the Chesapeake Bay critical area in the City of Salisbury. Land use development standards and requirements established herein are intended to foster more sensitive development activity for shoreline areas and to minimize the adverse impacts of development activities on water quality and natural habitats. This Chapter implements the City of Salisbury's Critical Area Program and the requirements of the Maryland Critical Area Law and the Critical Area Criteria and is adopted pursuant to Natural Resources Article, Title 8, Subtitle 18 and COMAR ~~[[14.15]]~~27.01, the Critical Area Criteria.

Article IV – Critical Area Overlay District Zoning Map, Land Management Classifications and Certificate of Compliance.

Section 12.20.110 - Chesapeake Bay Critical Area Certificate of Compliance.

12.20.110 – Chesapeake Bay Critical Area Certificate of Compliance.

A. No land may be disturbed nor may any building or structure be constructed, extended, altered, repaired, changed or converted to another use until the Department of ~~[[Planning, zoning and Community Development]]~~*Infrastructure and Development* has issued a final Chesapeake Bay critical area certificate of compliance.

B. No zoning authorization may be issued nor may any land be subdivided for the purpose of sale or exchange until the Department of ~~[[Planning Zoning and Community Development]]~~*Infrastructure and Development* has issued a final Chesapeake Bay critical area certificate of compliance.

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Section 12.20.120 - Definitions and word usage.

B. Definitions applicable to terms used in the critical area district not already contained herein shall be the same as those contained in the Chesapeake Bay Critical Area Criteria, COMAR ~~[[4.15.01]]~~27.01.01.

50. "Habitat Protection Plan" means a plan that provides for the protection and conservation of the species and habitats identified as Habitat Protection Areas in the Critical Area. The plan shall be specific to the site or area where the species ~~[[o]]~~ or its habitat is located and

shall address all aspects of a proposed development activity that may affect the continued presence of the species. These include, but are not limited to, cutting, clearing, alterations of natural hydrology, and increases in lot coverage. In developing the Plan, an applicant shall coordinate with the Department of Natural Resources to ensure that the Plan is adequate to provide for long-term conservation and can be effectively implemented on the specific site.

92. "Program amendment" means any change or proposed change to an adopted Ordinance that is not determined by the Chairman of the Critical Area Commission to be **[[a]]** an Ordinance refinement.

Article VII - The 100-Foot Buffer

Section 12.20.140 - Applicability and delineation.

A. An applicant for a development activity or a change in land use shall apply all of the required standards for a minimum 100-foot Buffer as described in this Article, The minimum 100-foot Buffer shall be delineated in the field and shall be shown on all applications as follows:

2. The Buffer shall be expanded beyond the minimum 100-foot Buffer as described in §12.20.140 above and the minimum 200-foot Buffer as described in subsection A.3. below, to include the following contiguous land features:

d. For an area of hydric soils or highly erodible soils, the lesser of:

(1) The landward edge of the hydric or highly erodible soils; **[[o]]** or

(2) Three hundred feet where the expansion area includes the minimum 100-foot Buffer.

Section 12.20.190 - Required submittal of Buffer Management Plans.

B. Any permit for development activity that requires Buffer establishment or Buffer mitigation will not be issued until a Buffer Management Plan is approved by the City of Salisbury Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development*.

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Section 12.20.260 - Approving authority.

A. Site plans accompanying individual building permit applications shall be approved by the City of Salisbury Planning and Zoning Commission or its designee. The Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development* may waive some or all of the site plan information requirements of Section 12.20.260 and may permit an applicant for an individual building permit to submit an abbreviated or minor site plan and environmental assessment, except where said projects are located in or adjoining an environmentally sensitive area.

Section 12.20.270 - Information required.

B. A boundary survey plat of the entire site at a scale of not smaller than one inch equals fifty (50) feet unless otherwise specified or approved by the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development*, showing the following:

1. Existing topography at two- or five-foot contour intervals. Datum shall be stated in all cases and a reference or bench mark described on the plat together with the elevation. The source of contours shall be stated on the plat, such as field run or aerial topography, etc. Interpolation of contours from United States Geological Survey (USGS) quadrangle maps will not be accepted;
2. Slopes in excess of fifteen (15) percent and the specific identification of all soils with a slope of fifteen (15) percent or greater;
3. Existing and proposed regraded surface of the land;
4. The location of natural features such as streams, major ravines and drainage patterns on the parcel to be developed and the location of trees measuring greater than twelve (12) inches in diameter to be retained along with existing natural vegetation;
5. Floodplain boundaries (one-hundred-year);
6. An existing-conditions map, including natural and manmade features;
7. The location and areal extent of all soils with septic limitations, wet soils, hydric soils and soils with hydric properties as shown on the Wicomico County soil survey.

Section 12.20.280 - Special provisions for water-dependent facilities.

A. All applications for development of commercial marinas, maritime commercial or industrial uses or other water-related uses, except private piers, in the critical area shall prepare a site plan as above and shall also include the following information:

1. Water depth contours shown at two-foot intervals at mean low water taken by sounding (unless otherwise specified by the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development*);

Section 12.20.290 - Procedure for preparation.

D. Every site plan shall show the name and address of the owner and developer, the election district, north point, date, scale of the drawing and the number of sheets. Five clearly legible copies of all site plans shall be submitted to the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development* (which may require that additional copies be provided when necessary).

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A. Upon receipt of the site plan, the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development* shall conduct a review soliciting technical comments from other departments, agencies and officials as the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development* may deem appropriate.

Section 12.20.310 - Construction of required improvements.

A. Upon final approval of a site plan and issuance of a final Chesapeake Bay critical areas certificate of compliance, the applicant shall then secure the necessary construction permits from appropriate agencies before commencing work. The applicant may construct only such improvements as have been approved by the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development*.

Section 12.20.320 – Expiration and extension.

Approval of site plans shall be for a one-year period and shall expire at the end of that period unless building construction has begun. Upon written request by the applicant, within ninety (90) days of the expiration of said approval, a one-year extension may be given by the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development*. Such request shall be acknowledged, and a decision rendered thereupon, not more than thirty (30) days after the filing of said request.

Article XII - Variance

Section 12.20.350 – Standards.

C. Decisions.

The City of Salisbury Board of Zoning Appeals shall examine all facts of the case and render a decision. Variance requests in the critical area shall not be granted unless the decision is based on the following criteria:

5. That the granting of a variance will not adversely affect water quality or adversely impact fish, wildlife or plant habitat within the critical area district and that the granting of the variance will be consistent with the spirit and intent of the City of Salisbury's critical area program and associated Chapters as well as State law and regulations adopted under Subtitle 18 of the Natural Resource Article and COMAR **[[14.15]]**27.01;

Article XIII - Amendments

Section 12.20.410 – Amendment procedures.

B. Map amendments involving specific properties requested by the property owner shall be submitted to the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development*.

Article XVIII – Violations and Enforcement

Section 12.20.530 – Violations and Enforcement.

Whenever a violation of this Chapter occurs or is alleged to have occurred, any person may file a written complaint. Such complaint, stating in full the causes and basis thereof, shall be filed with the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and*

232 *Development.* The planning director shall properly record the complaint, immediately investigate
233 and take action thereon as provided by this section.

234 A. Right to enter property.

235 Except as otherwise authorized and in accordance with the procedures specified herein,
236 the Mayor and Council or their designee may obtain access to and enter a property in order to
237 identify or verify a suspected violation, restrain a development activity, or issue a citation if The
238 City of Salisbury has probable cause to believe that a violation of this Ordinance has occurred, is
239 occurring, or will occur. The City of Salisbury **[[Planning, Zoning, and Community**
240 **Development]]Infrastructure and Development** Department staff shall make a reasonable effort
241 to contact a property owner before obtaining access to or entering the property. If entry is denied,
242 the City of Salisbury municipal government may seek an injunction to enter the property to
243 pursue an enforcement action.
244

245 *Article XIX – Fees And Costs*

246 *Section 12.20.540 – Fees and Costs*

247 A. *All fees and costs charged by the City of Salisbury Infrastructure and Development*
248 *Department in administering the Critical Areas Programs shall be as listed herein or as set*
249 *forth in the annual fee schedule resolution.*

250 B.

Critical Area Program (by the Department of Infrastructure and Development)		
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 per square foot of mitigation area

251

252 C. *All fees and costs collected by the City of Salisbury Infrastructure and Development*
253 *Department in administering the Critical Areas Programs shall be deposited into a designated*
254 *fund for the Critical Areas Programs.*

255

256 **EXPLANATION:**

257

258 * *ITALICIZED PRINT INDICATED MATERIAL ADDED TO EXISTING LAW.*

259 Deleted material from the existing Charter is indicated by bold double bracketed **[[]]**
260 language.

261
262 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF
263 SALISBURY, MARYLAND, that the fee amounts included in the attached Exhibit 1 – amended
264 FY 2020 Fee Schedule – shall be adopted by the City of Salisbury and the amounts set forth
265 therein shall supersede the corresponding fee amounts prescribed in the Salisbury Municipal
266 Code until one or more of the said fees are subsequently amended; and
267

268 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF
269 SALISBURY, MARYLAND, that the Ordinance shall take effect upon final passage.
270

271 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
272 Salisbury held on the _____ day of _____, 20____ and thereafter, a statement of the
273 substance of the ordinance having been published as required by law, in the meantime, was
274 finally passed by the Council on the ____ day of _____, 2020.
275

276 ATTEST:
277

278 _____
279 Kimberly R. Nichols, City Clerk
280

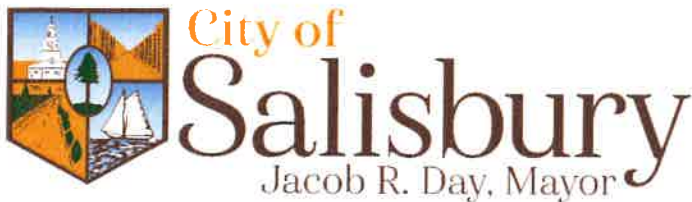
John R. Heath, City Council
President
281

282 Approved by me, this _____ day of _____, 2020.
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285 _____
286 Jacob R. Day, Mayor
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Certificate of Compliance (Per Code 12.20.110)		
Building Permits	75	
Major Subdivision: Preliminary	100	
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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 per square foot of mitigation area



Infrastructure and Development Planning and Zoning Commission Staff Report

Meeting of December 19, 2019

I. BACKGROUND INFORMATION:

Applicant: The City of Salisbury

Request: Text Amendment of Chapter 12.20 Chesapeake Bay Critical Area Natural Resources Program

II. DISCUSSION:

The State of Maryland adopted the Chesapeake Bay Critical Area (CBCA) legislation in 1984 with the intent of protecting the bay. These regulations require that local jurisdictions within the area develop their own program for implementation that adheres to the general criteria contained in COMAR 14.15.10, Directives for Local Program Development. Salisbury's program has, until recently fell to Wicomico County for administering. With the reorganization of the City and the creation of the Department of Infrastructure and Development (DID) this now the responsibility of DID.

As a part of making this official, the original ordinance, which is Chapter 12.20 of the Municipal Code of Salisbury needs to be modified to include the correct references, which is considered a text amendment (see Attachments A-Ordinance and B-Map). The City's program states that a Public Hearing resulting in a recommendation from the Planning Commission is to be forwarded to the Mayor and Council for consideration. The Mayor and Council will hold a Public Hearing, prior to adopting the proposed ordinance. By adoption, the City will be officially be responsible for implementing the City of Salisbury's CBCA program, including plan review and the collections of fees.

ATTACHMENT B



City of
Salisbury
Jacob R. Day, Mayor

III. STAFF RECOMMENDATION:

The Department of Infrastructure and Development recommends that the Planning Commission forward a **FAVORABLE** recommendation to the Mayor and City Council for the proposed Chapter 12.20 Chesapeake Bay Critical Area Natural Resources Program amendment to the Municipal Code of Salisbury.

**SALISBURY PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT**

An ordinance of the City of Salisbury to amend chapter 12.20 Chesapeake Bay Critical Area Natural Resources program, Sections .010.a., .010.b., .010.c., .020.a., .110.a., .110.b., .120.b., .102.b.50., .120.b.92., .140.a.2.d., .190.b., .260.c., .270.b., .280.a.1., .290.d., .300.a., .310.a., .320., .350.c.5., .410.b., .530 and .530.e. of the Salisbury Municipal Code by deleting the references to the Department of Planning, Zoning and Community Development and replacing with the Department of Infrastructure and Development, correcting references to Comar and by adding Article XIX, section .540 to add a section for fees and costs; and an ordinance of the City of Salisbury to amend the fee schedule for fy 2020 to establish fees for the Critical Area Program.

A PUBLIC HEARING WILL BE HELD ON

Thursday, December 19, 2019, at 1:35 P.M. in the Council Chambers, Room 301, of the Government Office Building, 125 North Division Street, Salisbury, Maryland to hear opponents and proponents, if there be any.

Subsequent to the consideration of this proposal by the Salisbury Planning and Zoning Commission, a recommendation will be made to the Salisbury City Council for its consideration at a Public Hearing.

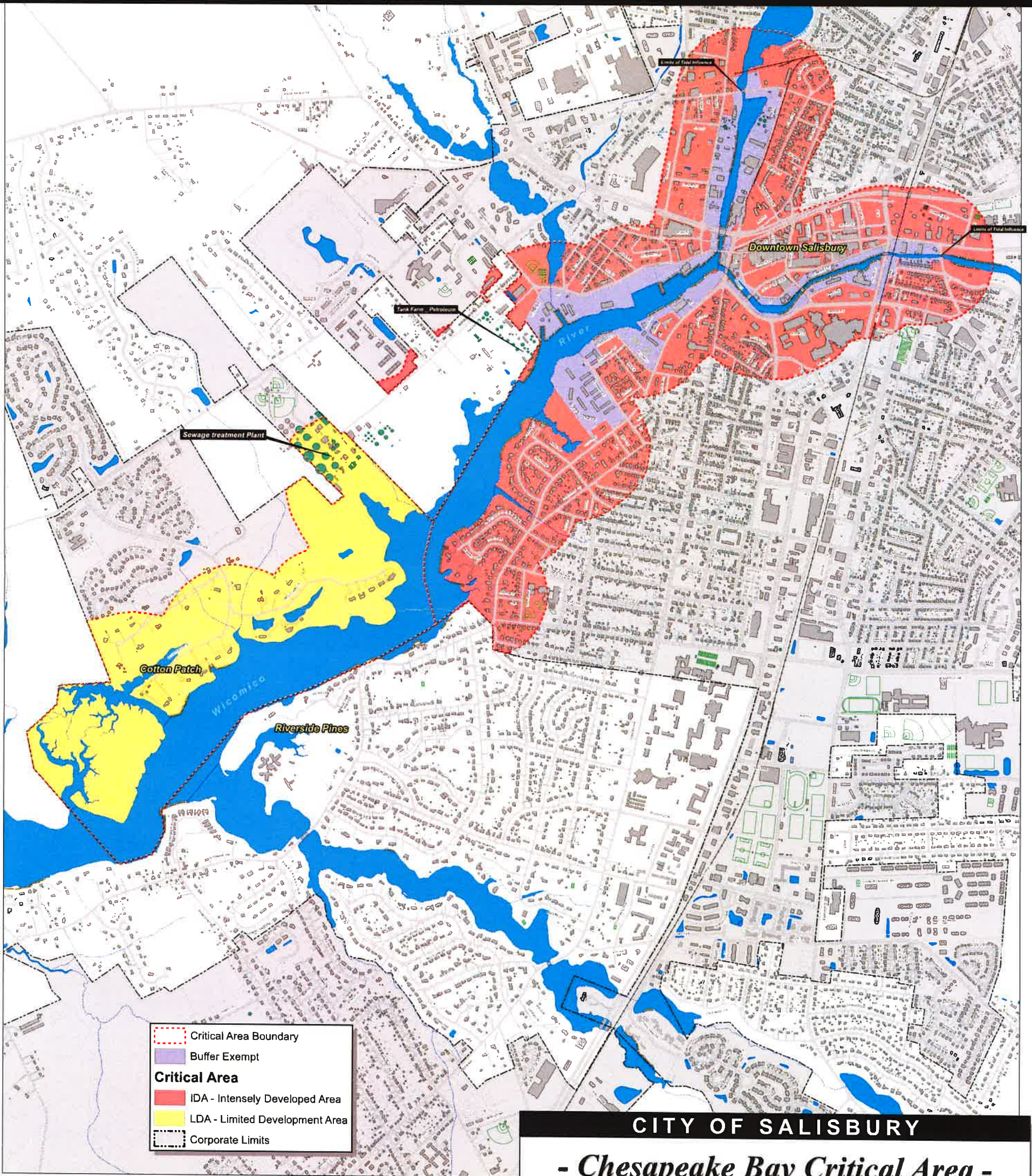
The Commission reserves the right to close a part of this meeting as authorized by State Government section 10-508(a) of the Maryland Annotated Code.

(FOR FURTHER INFORMATION CALL 410-548-3170)

Charles "Chip" Dashiell, Chairman
12/4 & 12/11'19

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CITY OF SALISBURY



CITY OF SALISBURY - Chesapeake Bay Critical Area -



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WHEREAS, the Mayor and Council of the City of Salisbury re-organized the departmental structure of the City of Salisbury in 2017; and

WHEREAS, the section of the Municipal Code dealing with the Chesapeake Bay Critical Area Natural Resources Program cannot be altered without the prior approval of the State; and

WHEREAS, the Department of Planning, Zoning and Community Development was eliminated as part of the reorganization structure for the City of Salisbury; and

WHEREAS, the responsibilities of this department for the planning and zoning are handled by the newly created Department of Infrastructure and Development; and

WHEREAS, the State of Maryland has reorganized the Code of Maryland Regulations (COMAR) thereby making references to COMAR incorrect; and

WHEREAS, the Mayor and Council of the City of Salisbury desire to correct the COMAR references within the City Code; and

WHEREAS, Wicomico County currently administers the Critical Areas Natural Resources Program for Wicomico County and the City of Salisbury; and

WHEREAS, the City of Salisbury desires that the Department of Infrastructure and Development administer the Critical Areas Natural Resources Program for areas located within the City corporate boundary; and

WHEREAS, Ordinance No. 2541 set fees for FY2020; and

WHEREAS, the Department of Infrastructure and Development desires to amend the FY2020 fee schedule to establish fees for the Critical Area Program so that they may be collected in FY 2020; and

WHEREAS, the Department of Infrastructure and Development recommends the FY2020 fee schedule be amended by adding the attached fee schedule.

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A. Upon final approval of a site plan and issuance of a final Chesapeake Bay critical areas certificate of compliance, the applicant shall then secure the necessary construction permits from appropriate agencies before commencing work. The applicant may construct only such improvements as have been approved by the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development*.

Section 12.20.320 – Expiration and extension.

Approval of site plans shall be for a one-year period and shall expire at the end of that period unless building construction has begun. Upon written request by the applicant, within ninety (90) days of the expiration of said approval, a one-year extension may be given by the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development*. Such request shall be acknowledged, and a decision rendered thereupon, not more than thirty (30) days after the filing of said request.

Article XII - Variance

Section 12.20.350 – Standards.

C. Decisions.

The City of Salisbury Board of Zoning Appeals shall examine all facts of the case and render a decision. Variance requests in the critical area shall not be granted unless the decision is based on the following criteria:

5. That the granting of a variance will not adversely affect water quality or adversely impact fish, wildlife or plant habitat within the critical area district and that the granting of the variance will be consistent with the spirit and intent of the City of Salisbury’s critical area program and associated Chapters as well as State law and regulations adopted under Subtitle 18 of the Natural Resource Article and COMAR **[[14.15]]***27.01*;

Article XIII - Amendments

Section 12.20.410 – Amendment procedures.

B. Map amendments involving specific properties requested by the property owner shall be submitted to the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and Development*.

Article XVIII – Violations and Enforcement

Section 12.20.530 – Violations and Enforcement.

Whenever a violation of this Chapter occurs or is alleged to have occurred, any person may file a written complaint. Such complaint, stating in full the causes and basis thereof, shall be filed with the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and*

Development. The planning director shall properly record the complaint, immediately investigate and take action thereon as provided by this section.

A. Right to enter property.

Except as otherwise authorized and in accordance with the procedures specified herein, the Mayor and Council or their designee may obtain access to and enter a property in order to identify or verify a suspected violation, restrain a development activity, or issue a citation if The City of Salisbury has probable cause to believe that a violation of this Ordinance has occurred, is occurring, or will occur. The City of Salisbury **[[Planning, Zoning, and Community Development]]**Infrastructure and Development Department staff shall make a reasonable effort to contact a property owner before obtaining access to or entering the property. If entry is denied, the City of Salisbury municipal government may seek an injunction to enter the property to pursue an enforcement action.

Article XIX – Fees And Costs

Section 12.20.540 – Fees and Costs

A. *All fees and costs charged by the City of Salisbury Infrastructure and Development Department in administering the Critical Areas Programs shall be as listed herein or as set forth in the annual fee schedule resolution.*

B.

Critical Area Program (by the Department of Infrastructure and Development)		
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 per square foot of mitigation area

C. *All fees and costs collected by the City of Salisbury Infrastructure and Development Department in administering the Critical Areas Programs shall be deposited into a designated fund for the Critical Areas Programs.*

EXPLANATION:

* *ITALICIZED PRINT INDICATED MATERIAL ADDED TO EXISTING LAW.*
Deleted material from the existing Charter is indicated by bold double bracketed **[[]]** language.

262
263 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF
264 SALISBURY, MARYLAND, that the fee amounts included in the attached Exhibit 1 – amended
265 FY 2020 Fee Schedule – shall be adopted by the City of Salisbury and the amounts set forth
266 therein shall supersede the corresponding fee amounts prescribed in the Salisbury Municipal
267 Code until one or more of the said fees are subsequently amended; and
268

269 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF
270 SALISBURY, MARYLAND, that the Ordinance shall take effect upon final passage.
271

272 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
273 Salisbury held on the _____ day of _____, 20____ and thereafter, a statement of the
274 substance of the ordinance having been published as required by law, in the meantime, was
275 finally passed by the Council on the ____ day of _____, 2020.
276

277 ATTEST:
278

279 _____
280 Kimberly R. Nichols, City Clerk
281

John R. Heath, City Council
President
282

283 Approved by me, this _____ day of _____, 2020.
284
285

286 _____
287 Jacob R. Day, Mayor
288

Critical Area Program (by the Department of Infrastructure and Development)		
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 per square foot of mitigation area



To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development AP
Date: December 24, 2019
Re: Ordinance to Accept MDOT Bikeways Funds, Sign the Grant Agreement and Allocate funds via a Budget Amendment

In June 2019, the City of Salisbury applied for a grant from the Maryland Bikeways Program to provide funding for final design and implementation of the West Side Bike Network Project, Phase 1. The Maryland Department of Transportation (MDOT) approved this grant in the amount of \$100,000. The Office of Planning and Capital Programming of the Maryland Department of Transportation prepared the attached Grant Agreement after MDOT's review and approval of the design RFP.

The Scope of Work identified within this Grant Agreement includes the final design and implementation of the of the bike route extending the bike lanes on Isabella street through the Delaware Avenue intersection, upgrading the entire facility to a striped buffer protected bike lane, and installing new bike lanes on Lake Street in conjunction with resurfacing programmed along that corridor. The final design will include preparing striping drawings that show the lane striping, lane markings, bicycle markings on-pavement, bicycle-friendly inlet grates and bike route signage. The project will add 1.4 miles of bike lanes, increase the protection of an existing 0.45 miles of bike lanes, and will serve to connect the west side population to Downtown via crossings at Isabella Street, Lake Street and North Division Street.

Please find attached an Ordinance to sign the Grant Agreement with MDOT and to accept the Maryland Bikeways Program Grant in the amount of \$100,000.00. The Ordinance also serves as the Budget Amendment to allocate funding for this project. The City will provide in-kind services via project management and coordination. Additionally, the City shall pay for the previously planned resurfacing of Lake Street and a portion of Isabella Street via the Citywide Street Maintenance account. The in kind and associated work will provide the City's match of \$74,000. Department of Infrastructure and Development recommends approval of the Grant Agreement.

Unless you or the Mayor has further questions, please forward this memo, Ordinance and Grant Agreement to City Council.

ORDINANCE NO. 2579

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT AND ACCEPT A GRANT OF \$100,000.00 FROM THE MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT) MARYLAND BIKEWAYS PROGRAM FOR THE DESIGN AND CONSTRUCTION OF THE WEST SIDE BIKE NETWORK AND APPROVING AN AMENDMENT OF THE FY20 BUDGET TO ALLOCATE SAID FUNDS FOR PURPOSES OF IMPLEMENTATION.

WHEREAS, the Maryland Department of Transportation has a Maryland Bikeways Program for providing grant funds to support and expedite projects improving bicycle and pedestrian transportation in the State; and

WHEREAS, Maryland Department of Transportation and the City of Salisbury have been working together to improve bicycle connectivity throughout the City of Salisbury; and

WHEREAS, the City of Salisbury desires to implement a bike route along Isabella Street and Lake Street as part of a wider West Side Bike Network with the intent of connecting cyclists on the West Side to the larger network; and

WHEREAS, the Project will enhance bicycle safety and access to the population of the City residing west of the Wicomico River; and

WHEREAS, Maryland Bikeways Program has awarded a grant in the amount of \$100,000.00 to provide for the design and implementation of the West Side Bike Network, Phase 1; and

WHEREAS, the City shall accept the grant in form of reimbursements and transfer those funds from the MDOT Reimbursement account to the Bikeways Capital Projects Account; and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into an contract that requires an expenditure not appropriated or authorized by the City Council; and

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 that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Grant Agreement dated _____, 2020 accepting the project term and definition of matching funds, for the betterment of the City and its residents, and accepts the grant of \$100,000.00 from Maryland Bikeways Program to design and implement funding for the West Side Bike Network, Phase 1 and further authorizes grant reimbursements to be transferred to the appropriate Bikeways Capital Projects Account.

BE IT FURTHER ORDAINED the City's Grant Fund Budget be amended as follows:

47
48 1) Increase the FY20 Maryland Bikeways Program Grant Revenue Account
49 (10500-425805-xxxxx) by \$100,000
50

51 2) Increase the FY20 Maryland Bikeways Program Grant Expense Account
52 (10500-513026-xxxxx) by \$100,000
53

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

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

62
63 ATTEST:
64
65

66 _____
67 Kimberly R. Nichols
68 CITY CLERK
69

John R. Heath
PRESIDENT, City Council

70 APPROVED by me this _____ day of _____, 2020
71
72

73 _____
74 Jacob R. Day
75 MAYOR, City of Salisbury

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

CITY OF SALISBURY, MARYLAND

THIS GRANT AGREEMENT executed in triplicate and entered into this _____ day of _____, 2019, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and City of Salisbury (“Grantee”), Maryland.

WITNESSETH:

WHEREAS, the Department has programmed in the Draft FY 2020-2025 Consolidated Transportation Program /2020 State Report on Transportation a total of Eight Million Nine Hundred and Thirty-Seven Thousand Dollars (\$8,937,000) for the Maryland Bikeways Program (“Program”);

WHEREAS, the Department budgeted within the Program One-Hundred Thousand Dollars (\$100,000) for the Northwest Salisbury Bikeways – Phase 1, a Minor Retrofit project described as a low-stress bicycle network with bike lanes and traffic calming features on Isabella Street, Lake Street and Small Street, in Salisbury, Maryland (the “Project”);

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Bikeways Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of Seventy-Four Thousand Dollars (\$74,000) (“Matching Fund Contribution”) to the Project;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application and accepted by MDOT is One Hundred Seventy-Four Thousand Dollars (\$174,000);

WHEREAS, the Project will create a low-stress bikeways network connecting citizens and visitors with economic and recreational opportunities;

WHEREAS, the Project is consistent with the 2017 Salisbury Bikeways Network Master Plan and includes opportunities for public input;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed One-Hundred Thousand Dollars (\$100,000) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. Conduct traffic analysis and final design for the project;
 - b. Submit Draft Plans to the Department for review and comment;
 - c. Conduct community outreach and provide a public comment period;
 - d. Install bicycle-friendly storm drain grates, vertical delineators, signing, pavement marking and adjust signal timing as needed;
 - e. Preparation of quarterly status reports and a final report, as requested by the Department; and
 - f. Monitoring and supervising the compliance with all provisions in this Agreement.

3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$100,000 or 80% of the Project's total cost.

4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee's Self-Insurance Program is responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the "Local Government Tort Claims Act."

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the

Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act (“MTCA”) currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee’s submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department’s receipt and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **December 31, 2021**, whichever is sooner. All work on the Project that is reimbursable under this Grant must be completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;
or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken

hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;
- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection

with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;

- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Heather Murphy, Director
Office of Planning and Capital
Programming
7201 Corporate Center Drive
Hanover, MD 21076

In the case of the Grantee:

Mr. William White
Transportation Projects Specialist
City of Salisbury
Department of Public Works
125 North Division Street
Salisbury, MD 21801

The next page is the signature page.

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

MARYLAND DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
R. Earl Lewis, Jr. Date
Deputy Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jaclyn Hartman, Chief Financial Officer
Office of Finance

Brenden Lee Hodge, Assistant Attorney General
Maryland Department of Transportation

CITY OF SALISBURY, MARYLAND

WITNESS:

THE CITY OF SALISBURY

By: _____
Jacob R. Day Date
Mayor



To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development AP
Date: February 5, 2020
Re: Ordinance to establish permits for Small Wireless Facilities (Small Cells) and Ordinance to amend fee schedule

The City has recently met with Verizon Wireless and Smart Link, LLC to discuss the installation of Small Wireless Facilities in Salisbury. Small Wireless Facilities add capacity to wireless networks to keep up with demands. Representatives from Smart Link attended the February 3, 2020 Council work session to present information regarding these facilities.

The Department of Infrastructure and Development has prepared guidelines for the installation of Small Wireless Facilities in the City. We propose to add the guidelines to the existing License to Encumber (LTE) process. LTEs are used to permit private utilities in public easements and right-of-ways. We regularly process LTEs with Comcast, Chesapeake Utilities and Delmarva Power. Currently the City does not charge an application fee for LTEs. The proposed guidelines are attached as part of the LTE application. The new Small Wireless Facility guidelines begin at item #30. The guidelines establish height, spacing distance and aesthetic parameter to attempt to minimize the impact on the community.

The Federal Communications Commission (FCC) issued an order regarding these facilities. A summary of the FCC Small Cell Order is attached for reference. The FCC order sets a reasonable limit for application fees and annual fees associated with Small Wireless Facilities. The Department of Infrastructure and Development recommends adopting the fees. Attached is an Ordinance to amend the fee schedule so that the City can charge application fees and annual fees associated with Small Wireless Facilities.

Also attached is a separate ordinance to require a permit for the installation of Utilities in the City Rights of Way and to adopt the regulations for Small Wireless Facilities.

Please note that allowing a Utility Provider to install Small Wireless Facilities in a City ROW does not prevent another Utility Provider from also installing Small Wireless Facilities in the same area, however minimum separation distances would apply.

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

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WHEREAS, Ordinance No. 2541 set fees for FY2020; and

Jacob R. Day, Mayor

42 Exhibit 1 – Amended FY 2020 Fee Schedule

License to Encumber Program (by the Department of Infrastructure and Development)		
Small Wireless Facilities		
Application	500	For up to five (5) small wireless facilities
Application – additional facilities	100	For each additional small wireless facility addressed in the application beyond five
Access to the Right of Way fee	1,000	Per each new small wireless facility pole
Annual fee for access to the Right of Way	270	Per year per small wireless facility after year 1

43

44

ORDINANCE NO. 2581

AN ORDINANCE OF THE CITY OF SALISBURY REQUIRING A PERMIT FOR PLACEMENT OF FACILITIES OR UTILITIES IN THE CITY RIGHTS-OF-WAY AND ADOPTING SPECIFIC REGULATIONS APPLICABLE TO ABOVE GROUND FACILITIES INCLUDING COMMUNICATIONS FACILITIES, SMALL CELL FACILITIES, AND WIRELESS SUPPORT STRUCTURES IN THE RIGHTS-OF-WAY.

WHEREAS, the City desires to establish general procedures and standards, consistent with all applicable federal, state, and local laws, for the issuance of permits in the City Rights-of-Way and to establish additional criteria applicable to above ground facilities including communications facilities, small cell facilities, and wireless support structures in the City's Rights-of-Way and to ensure that all above grounds facilities are carefully designed, constructed, modified, maintained, and removed when no longer in conformance with all applicable health and safety regulations; and

WHEREAS, the City seeks to enhance the ability of utility providers to install facilities in the City quickly, effectively and efficiently so that residents, businesses and visitors benefit from the service availability while still preserving the character of the City's neighborhoods and corridors; and

WHEREAS, the reasonably regulated and orderly deployment of facilities in the public Rights-of-Way is desirable, but unregulated or disorderly deployment represents a threat to the health, welfare, safety, environment, and property values of the community.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND, THAT the General Requirements on the License to Encumber Agreement, which is incorporated herein and made a part of hereof by reference, are hereby adopted, and that the Director of the Department of Infrastructure and Development is authorized to adopt such other rules and regulations as shall be consistent with the Code, the License to Encumber and other applicable state and federal law.

AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND, that the Ordinance shall take effect upon final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the ____ day of _____, 2020 and thereafter, a statement of the substance of the ordinance having been published as required by law, in the meantime, was finally passed by the Council on the ____ day of _____, 2020.

ATTEST:

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Kimberly R. Nichols, City Clerk

John R. Heath, City Council
President

Approved by me, this _____ day of _____, 2020.

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

**LICENSE to ENCUMBER AGREEMENT
for PRIVATE UTILITIES in
PUBLIC EASEMENTS and RIGHTS-OF-WAY**

Please complete this application and return it to:

Department of Infrastructure and Development
125 North Division Street, Room 202
Salisbury, Maryland 21801

NAME: _____

TITLE: _____

COMPANY: _____

STREET OR P.O. BOX: _____

CITY: _____

STATE & ZIP CODE: _____

PHONE/ FAX: _____

E-MAIL ADDRESS: _____

Once fully executed, this application constitutes the License to Encumber (LTE) Agreement. Permittee shall not break ground within City of Salisbury Rights-of-Way and Easements without a current LTE Agreement, installation specific LTE permit drawings and an approved traffic control plan (TCP)

For City Use:

Approved By: _____ Date: _____

**LICENSE TO ENCUMBER
GENERAL REQUIREMENTS**

This License to Encumber (LTE) Agreement is required for the new installation of utilities within City of Salisbury Rights-of-Way and Easements within the City of Salisbury Corporate Limits. Repairs to existing underground pipe, conduit or wire that are within the limits of the roadway or sidewalk require a Break Permit.

1. The Permittee agrees to the following conditions for installation of utilities, which include but are not limited to underground pipe, conduit and wire.
2. The Permittee and the sub-contractors performing work for the Permittee are required to adhere to the guidelines outlined herein.
3. All work must comply with City of Salisbury regulations and policies, including the latest versions of the Construction Standards, Construction and Material Specifications for Utility and Roadway Construction, and the City's Paving Policy.
4. The Permittee will not be permitted to break ground without a current LTE Agreement, an approved LTE permit drawing and an approved traffic control plan (TCP).
5. A copy of the approved LTE permit drawing and TCP shall be on site at all times during construction.
6. The LTE drawing(s) shall reflect the method of installation and include plan and profile views for the proposed utility installation as implemented by this license. Once approved, the drawings will be signed by the Traffic Manager and will become the LTE permit.
7. Permittee will locate and provide dimensions on the drawings for existing public utilities, private utilities and the location of its abandoned and proposed facilities as implemented by this license.
8. Permittee will bear the expense of removing or adjusting their abandoned facilities or the installation should it be required by the City of Salisbury at any time in the future.
9. Permittee will pay the cost to repair City infrastructure damaged at the time of installation or any later time by Permittee's actions.
10. A. Permittee agrees to indemnify, defend, and hold harmless, the Salisbury Department of Infrastructure and Development and the City of Salisbury and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense, including reasonable attorney's fees and court costs, resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the operations concerning the installation of utilities, or actions in connection therewith, under this LTE Agreement, whether such operations be by the Permittee or by any sub-contractor, agent, etc. performing work for the Permittee under this LTE. The Permittee will be responsible to the City for its acts and omissions and those of its subcontractors, agents, employees and other persons performing any services under this LTE.
B. The City, by accepting this application makes no warranty or representation with regard to Permittee's legal right to utilize any City right-of-way over property not owned by the City. Permittee hereby agrees to indemnify, defend and hold harmless the City of Salisbury and its



officers, employees, and agents from any and all liability, loss, cost, damage, and expense, including reasonable attorney's fees and court costs, resulting from, arising out of, or incurred by reason of any claims, actions, or suits resulting from claims by a property owner that Permittee's use of the right-of-way exceeds the scope of the right-of-way granted to the City.

11. Permittee will provide as-built drawings approved by the Salisbury Department of Infrastructure and Development (DID).
12. This LTE Agreement is valid for two (2) years after the approval date.
13. LTE drawings shall be good for six (6) months from the approval date. If the project has not started within six months, then the Permittee can apply for an extension.
14. The LTE Agreement can be cancelled or modified after written notification.

LICENSE TO ENCUMBER PERMIT DRAWING SUBMITTAL REQUIREMENTS

LICENSE TO ENCUMBER PERMIT PROCESSING PROCEDURES

1. Applicant requests copies of existing record drawing information by email or by phone from DID.
2. Applicant submits completed drawings, which include depths of cover at existing public utilities, notation regarding required clearances, profiles (if required) and traffic control plans.
3. DID provides review comments and subsequent comments on resubmittals.
4. DID issues approval of the LTE drawing and traffic control plans prior to commencing construction. The DID signature on LTE drawings constitutes the LTE permit approval.
5. Following completion of construction, applicant must provide dated and signed as-built drawings of the completed work for DID review and approval.

GENERAL

6. All lines will be installed either parallel or perpendicular to the center line of the roadway unless otherwise approved by DID.
7. The minimum required horizontal and vertical clearance from existing underground utilities is twelve (12) inches. The exception is that a two (2) inch or smaller pipe can be installed with six (6) inches of separation from a water service as long as there is visual confirmation that the two (2) inch pipe will clear the water service.
8. The minimum horizontal clearance from utility poles or fire hydrant is three (3) feet. The clearance for utility poles does not apply to poles that are only used for street lights.
9. The vertical depth of the utility will be seventy-two (72) inches when placed within six (6) inches horizontally of a water meter.
10. If the installation method is a boring operation, all existing sewer service laterals shall be fully exposed to visually ensure that the twelve (12) inch minimum vertical clearance is achieved.
11. The ends of each section of pipe/conduit are to be buried at the time of installation. Leaving the terminating ends of a pipe/conduit exposed above ground is not acceptable.



12. Where the installation is located at the edge of a sidewalk, care shall be taken so that the sidewalk is not undermined. Backfilling under a sidewalk is not acceptable. If there are voids created under the curb, gutter and/or sidewalk due to utility installation, then the curb, gutter and/or sidewalk is to be removed and replaced.
13. Drawings shall include the contact information and signature of the responsible party that prepared the drawing and an approval block for DID.
14. Add the following notes to drawings:
 - This License to Encumber Permit is in accordance with the License to Encumber Agreement dated _____. (List approval date of Agreement.)
 - Approval of this License to Encumber is only for installations located within the City's Right-of-Ways and/or Easements.
 - Maintain a minimum one (1) foot of separation from underground utilities and three (3) feet of separation from utility poles.

TRENCHING

15. When the installation method is trenching, the minimum required cover on all proposed utilities within a City Right-of-Way or Easement shall be thirty-two (32) inches, as long as one (1) foot horizontal and vertical clearance from underground utilities can be maintained.

HORIZONTAL DIRECTIONAL DRILLING

16. When the installation method is Horizontal Directional Drilling (HDD), the minimum required cover on all proposed utilities in the public roadbed is twenty four (24) inches for pipes two (2) inches or less in diameter, and thirty six (36) inches for pipes greater than two (2) inches in diameter.
17. When a reamer is used to open the bore hole for the utility pipe, the utility company will provide one (1) foot of clearance from the outside of the reamer to the outside of any existing utility except for utility poles and fire hydrants, in which case a three (3) foot clearance is required.
18. The following notes shall be required on LTE drawings of proposed horizontal directional drilling operations.
 - The HDD contractor shall calibrate its tracking and locating equipment at the beginning of each day.
 - The HDD contractor shall monitor and record the alignment and depth readings provided by the tracking system every ten (10) feet.
 - The design bending radius of the boring installation equipment is _____ and the diameter of the proposed bore hole is _____. (To be completed by Applicant on the LTE drawing.)
 - Minimum required cover on all proposed utilities in the public roadbed is two (2) feet for pipes that are two (2) inches or less in diameter and three (3) feet for pipes greater than two (2) inches in diameter.
 - The HDD contractor shall at all times and for the entire length of the HDD alignment be able to demonstrate the horizontal and vertical position of the alignment.



- The HDD contractor shall dispose of all HDD effluent at an authorized waste site.
- The HDD contractor shall complete the HDD installation as shown on the approved LTE permit drawing unless otherwise approved in writing by the authorized City representative.
- The HDD contractor shall provide access for inspection of the HDD operations at all times.
- Prior to start of backfilling operations under paved surfaces, the HDD contractor shall notify the City representative to schedule and complete an inspection.

CORING

19. The depths of cover to existing City utilities in the roadbed must be field verified.
20. DID shall be notified 48 hours in advance of coring so that the work can be inspected. Coring must be done with approved traffic control.
21. The coring method, location and core diameter must be approved in advance by DID.
22. Core drilling must be performed using the vacuum method.
23. Core holes and test pits must be immediately backfilled using the schedule shown below:

CORE HOLES TEN INCHES IN DIAMETER OR LESS

- Follow City of Salisbury Utility Trench Detail / Repair Detail Standard No. 400.35, with the following modifications.
 - Compaction for core holes ten inches in diameter or less must be achieved through the use of a pneumatic tamp.
 - The 2 foot cut back is not required
 - Perma-Patch, or other approved permanent asphalt patching material, may be used in-lieu of Hot Mix Asphalt.
 - Substitute flowable fill or low strength concrete for graded aggregate sub-base.

CORE HOLES / TEST PITS GREATER THAN TEN INCHES IN DIAMETER

- Follow City of Salisbury Utility Trench Detail / Repair Detail Standard No. 400.35.

PROFILE DRAWING

24. A profile drawing of the proposed crossing of City streets will be required if DID determines that the proposed utility location will conflict with an existing City utility or if the proposed utility will be installed in between City utilities.
25. Profiles must be drawn to scale. Profiles shall show all existing utilities with dimensions of the vertical clearance between existing and proposed utilities.
26. The profile drawing requirement may be waived if the following conditions apply and these notes are included on the LTE drawings:
 - Provide a minimum twelve (12) inches of horizontal and vertical clearance between the proposed pipe and existing City utilities.
 - Select one of the following options:
 - The proposed pipe will be installed via trenching and will be located above all existing utilities while providing the necessary clearance.

- The proposed pipe will be installed via horizontal directional drilling and will be located above all existing utilities while providing the necessary clearance.
- The proposed pipe will be installed via horizontal directional drilling and will be located below all existing utilities while providing the necessary clearance.

AS-BUILT DRAWINGS

27. As-built drawings shall be submitted to DID for review and approval following completion of construction.
28. The as-built drawings shall show the actual location of the installed utilities including dimensions of clearances from public utilities.
29. As-built drawings shall include the contact information and signature of the responsible party that prepared the drawings. The drawings do not need to be sealed by a Professional Engineer or Licensed Surveyor.

SMALL WIRELESS FACILITIES (SMALL CELLS)

30. "Small Wireless Facility" means a wireless facility, as defined by the Federal Communications Commission, that meets the following qualifications: (i) each wireless provider's antenna could fit within an enclosure of no more than 3 cubic feet in volume; and (ii) all other wireless equipment associated with the wireless facility, whether ground- or pole-mounted, is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, vertical cable runs for the connection of power and other services.
31. Small wireless facilities may not be installed on City owned poles, lights or traffic signals. All Small wireless facilities shall be on standalone poles. The applicant is required to obtain all necessary permits for all associated utilities such as electric and fiber optics.
32. No person shall place a small wireless facility in a City Right-of-Way, without first obtaining a site specific permit from the Department of Infrastructure and Development.
33. Small wireless facilities shall not be greater than thirty (30) feet in height above grade. If maximum height must be exceeded for the system to properly function, justification must be submitted with the permit application. A variance up to fifty (50) feet in height may be approved by the Director of the Infrastructure and Development Department after Permittee has demonstrated the reasonable necessity for the additional height.
34. Small wireless facilities shall not be placed closer than 500 feet from another small wireless facility. If minimum spacing requirements cannot be met, justification must be submitted with the permit application. A variance may be approved by the Director of the Infrastructure and Development Department after Permittee has demonstrated the reasonable necessity for the placement of a small wireless facility closer than 500 feet to another such facility.
35. Small wireless facilities shall be black in color.
36. New poles installed to support small wireless facilities shall be made of the same or similar material and shall have a similar appearance to the fluted ornamental light fixtures for City Street



Lights as detailed in the current editions of the City Construction Standards and the Construction & Material Specifications.

37. Small wireless facilities shall blend in with the surrounding environment or otherwise be concealed to the extent practicable.
38. Other than warning or notification signs required by federal law or regulations, or identification and location markings, a small wireless facility shall not have signs installed thereon.
39. Wires and cables connecting the antenna and appurtenances serving the small cell facility shall be installed in accordance with the version of the National Electrical Code and National Electrical Safety Code adopted by the City and in force at the time of installation. In no event shall wiring and cabling serving the small wireless facility interfere with any wiring or cabling installed by a cable television or video service operator, electric utility, or telephone utility.
40. Small wireless facilities shall be located such that they do not interfere with a public health or safety facility, such as, but not limited to a fire hydrant or water valve. New small wireless facilities shall not be installed directly over any previously installed utility such as water, sewer, or storm drain or service line.
41. Wireless providers shall have the right of access to small wireless facilities in the Right-of-Way at all reasonable times. An application shall not be required for routine maintenance.
42. The City shall deny a proposed small wireless facility if the proposed application:
 - Interferes with the safe operation of traffic control equipment.
 - Interferes with sight lines or clear zones for transportation or pedestrians.
 - Interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
 - Fails to comply with any of the requirements of this application that apply to all communications service providers in the City's Rights-of-Way.
 - Fails to comply with applicable codes.
43. Within ninety days following written notice from the City, a wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities for which it has a permit hereunder whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the Right-of-Way.
44. The City retains the right to cut or move any small wireless facilities located within the Right-of-Way, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency.
45. The City may require a wireless provider to remove an abandoned small wireless facility permitted hereunder within 180 days of abandonment. Should the wireless provider fail to timely remove the abandoned small wireless facility, the City may remove the small wireless facility to be removed and may recover the actual cost of such removal from the wireless provider.
46. All applications for small wireless facility permits shall be accompanied by a fee of \$500.00 for up to five small wireless facilities addressed in an application plus \$100.00 for each additional small wireless facility addressed in the application beyond five.
47. As compensation for access to the Right-of-Way for an installation of a small wireless facility, a non-recurring fee of \$1,000 per pole for a new pole shall be paid prior to installation. Additionally,



City of
Salisbury
Jacob R. Day, Mayor

and annual fee of \$270 per year per small wireless facility installed in the Right-of-Way shall be paid to the City after the first year.

48. A wireless provider is authorized to remove its facilities at any time from the Right-of-Way and cease paying the City compensation for use of the Right-of-Way. When a small wireless facility is removed, the Right-of-Way shall be restored to its prior condition at the expense of the wireless provider.

The terms and conditions stated above are agreeable to _____, their successors and assigns. This LTE Agreement is valid for two (2) years after the approval date.

PERMITTEE:

ATTEST:

BY:

Name: _____

CITY:

CITY OF SALISBURY, a Municipal Corporation of
The State of Maryland

ATTEST:

BY:

Name: _____

STATE OF MARYLAND
COUNTY OF WICOMICO

I hereby certify that on this _____ day of _____, 20____, before me the undersigned officer personally appeared, _____, of _____, a _____ and on his behalf did acknowledge the foregoing instrument to be the act and deed of said _____.

As witness, I set my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____



City of
Salisbury
Jacob R. Day, Mayor

STATE OF MARYLAND
COUNTY OF WICOMICO

I hereby certify that on this _____ day of _____, 20____, before me the undersigned officer personally appeared, _____, of the City of Salisbury, a Municipal corporation of the State of Maryland and on his behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.

As witness, I set my hand and official seal.
(SEAL)

Notary Public
My commission expires: _____

Finance Department / HCDD

MEMO

To: Keith Cordrey

From: Deborah Stam

Subject: Ordinance – Budget Amendment – Acceptance of 2020 Census Grant – Outreach Activities

Date: January 29, 2020

The City of Salisbury submitted a grant application to the Maryland Department of Planning (MDP) for funding from the 2020 Census Grant Program in order to support community outreach activities prior to and during the 2020 Census.

The City has been awarded \$19,810 in 2020 Census Grant Program funds, which will be utilized to conduct the 2020 Census outreach activities. The grant agreement has been received from MDP/MHT, has been executed by the City, and returned to the State for further processing. Attached is a copy of the grant agreement with City signatures.

Also attached is the Ordinance approving a budget amendment of the grant fund to appropriate the 2020 Census Grant Program funds that have been awarded for Census outreach activities.

Please forward this information to the City Council to be placed on their agenda for first reading at the February 10, 2020 meeting, and second reading / final passage at the February 24, 2020 meeting. Thank you for your assistance.



Deborah J. Stam
Grants Manager
Finance Department / HCDD

Attachments

CC: Julia Glanz
Olga Butar
Kim Nichols
Kristine Devine

2020 CENSUS GRANT PROGRAM

GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b), by and between the Maryland Department of Planning, a principal department of the State of Maryland (“**MDP**” or “**Planning**”), acting in coordination with, and as authorized by, the 2020 Census Grant Program Panel (the “**Grant Panel**”), and City of Salisbury, a local government organized and existing under the laws of the State of Maryland with its principal office located at 125 N. Division Street, Salisbury, MD 21801 (the “**Grantee**”).

RECITALS

1. As included in the Fiscal Year 2020 Budget Bill for the State of Maryland (the “**State**”), MDP received a \$5,000,000 general fund appropriation in Fiscal Year 2020 (the “**Appropriation**”) to implement Chapter 18 of the 2018 Laws of Maryland (the “**Act**”), enacted on April 5, 2018 and effective June 1, 2018, establishing the 2020 Census Grant Program (the “**Program**”). The purpose of the Program is to provide Appropriation-funded grants to Maryland local governments and nonprofit organizations to support during the 2020 Census the accurate counting of the population of the State and its local jurisdictions and the collection of basic demographic and housing information.
2. In reliance upon the information and the representations contained in Grantee’s proposal dated December 20, 2019 (the “**Grant Application**”), the Secretary of Planning has determined that the project proposed in the Grant Application is consistent with the provisions of the Act. Based on this determination, the Secretary has awarded a Program grant to Grantee for the project on terms and conditions set forth in this Agreement. Accept as is revised or altered by the terms of this Agreement, the Grant Application is incorporated by reference into this Agreement and made a substantive part hereof.
3. The Program grant will be expended by Grantee in conformity with the requirements and provisions of the Act and the terms and conditions of this Agreement.

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

1. Grant and Project Terms.

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$19,810.00 (nineteen thousand eight hundred ten dollars) (the “**Grant**”) to carry out the activities set forth and described in Exhibit A – Project Requirements of this Agreement (the “**Project**”). Grantee shall use the Grant only for the activities authorized in Exhibit A- Scope of

Work (the “**Scope of Work**”), and shall operate the Project in accordance with the Act and the terms and conditions of this Agreement.

- b. **Grant Term.** This Agreement is effective as of the date it is executed by MDP on behalf of the Grant Panel (the “**Effective Date**”), and unless sooner terminated pursuant to the terms of this Agreement, or by the mutual consent of Grantee and MDP, shall terminate on the Termination Date set forth in **Exhibit A-Timetable** (the “**Project Timetable**”).
- c. **Project Timetable.** Grantee may commence the Project on the Project Commencement Date identified in the Project Timetable, and shall diligently pursue completion of the Project by the Project Completion Date identified in Project Timetable.
- d. **Extensions.** At its discretion, MDP may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MDP’s satisfaction that the circumstances warrant such extension. An extension may be offered by MDP in writing or by email, and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered.

- 2. **Project Monitor.** The staff member identified in Section 14.a of this Agreement shall serve as the project monitor for this Project (the “**Project Monitor**”).

3. **Grant Documents.**

The following documents shall be executed in connection with the Grant, which documents shall be satisfactory in form and substance to MDP:

- a. This Agreement;
- b. An Assurance of Compliance (**Attachment 1**); and
- c. Any other document or instrument that may be required by MDP.

4. **Expenditure of Grant Proceeds.**

All Grant funds shall be expended on or before the Project Completion Date.

- a. Grantee shall expend the Grant in accordance with the Project Budget. Any change to the allocation of funds as authorized in the Project Budget must have prior written approval from the Project Monitor.
- b. Grantee shall not use any portion of the Grant to fund, disperse to, pay, or otherwise finance any 2020 Census-related activities undertaken by any other entity that was awarded a grant under the Program.

- c. Grantee may incur Project expenses commencing on the Project Commencement Date. All costs incurred by Grantee before the Project Commencement Date are incurred voluntarily at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement.
- d. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant proceeds to MDP.
- e. MDP must approve changes to the Project Budget as set forth in Section 4.a. above, the Scope of Work, the Project Timetable, or any other term of this Agreement.
- f. THE GRANTEE SHALL NOT USE ANY PORTION OF THE GRANT TO ENGAGE IN, OR TO ASSIST OR CAUSE OTHERS TO ENGAGE IN, POLITICAL ACTIVITIES, INCLUDING, WITHOUT LIMITATION, USING THE GRANT: (I) FOR THE PURPOSE OR INTENT OF INFLUENCING, INTERFERING WITH, OR AFFECTING THE RESULT OF AN ELECTION OR NOMINATION FOR PUBLIC OFFICE; OR (II) TO DIRECTLY OR INDIRECTLY CONTRIBUTE ANYTHING OF VALUE TO A POLITICAL PARTY, CANDIDATE FOR PUBLIC OFFICE, OR ANY OTHER ENTITY, COMMITTEE, ORGANIZATION, AGENCY OR PERSON FOR POLITICAL PURPOSES. GRANTEE AND ANY AGENTS OF GRANTEE SHALL NOT, WHILE UNDERTAKING THE PROJECT, ENGAGE IN, OR ENGAGE IN ANY CONDUCT THAT COULD REASONABLY BE PERCEIVED AS ENGAGING IN, ANY SUCH POLITICAL ACTIVITIES. NOTWITHSTANDING SECTION 7 OF THIS AGREEMENT, ANY CONDUCT THAT FAILS TO COMPLY WITH THIS PROVISION SHALL BE AN ACT OF DEFAULT AND CAUSE FOR (I) IMMEDIATE TERMINATION OF THIS AGREEMENT AND (II) RECOUPMENT BY MDP OF ALL GRANT FUNDS DISPERSED TO GRANTEE PRIOR TO TERMINATION.

5. **Requirements.**

- a. On or before the Project Commencement Date, Grantee shall obtain all applicable certifications, licenses, permits, and approvals useful or necessary to operate the Project, and shall maintain the same through the Termination Date.
- b. During the term of the Agreement, all work performed in connection with the Project is subject to inspection and approval by MDP or its authorized agents.

6. **Disbursement of Grant Proceeds.**

- a. Provided that Grantee is not in default under this Agreement, MDP shall disburse the Grant in two (2) disbursements to Grantee as the Project progresses, based upon requests for disbursement submitted by Grantee to the Project Monitor (a "**Request for Disbursement**"). The final ten (10%) percent of the Grant will be retained by MDP until satisfaction of the conditions set forth in sub clause (d) below (the "**Final Disbursement**"). All Requests for Disbursement shall be satisfactory

to MDP and include such information and documentation in form and content as may be required or requested by MDP. MDP may withhold a disbursement for failure to comply with its requirements or requests.

- b. MDP will not disburse the Grant until Grantee has satisfied all applicable conditions set forth in the Program Guidelines, which are incorporated by reference into this Agreement.
- c. Requests for Disbursement will be processed within approximately forty-five (45) days from MDP's receipt of the request. The Requests for Disbursement shall not exceed the eligible costs incurred and approved by MDP.
- d. The Final Disbursement will be disbursed to Grantee in accordance with a request for final disbursement upon:
 - (i) Grantee's completion of the Project to the satisfaction of MDP;
 - (ii) Grantee's submission of a Project Completion Report (as defined in Section 9) on or before the Project Completion Report Due Date set forth in Project Timetable, in a form acceptable to MDP, which includes information evaluating the effectiveness of the Project; and
 - (iii) Grantee's submission of final documentation of the Grant, satisfactory in form and content to MDP.
- e. All Requests for Disbursement shall be submitted by electronic mail to the Project Monitor. Grantee shall provide additional supporting documentation as MDP may require from time to time.
- f. MDP may withhold disbursement of Grant funds if at any time MDP determines in its sole discretion that Grantee is in default under this Agreement.

7. Default and Remedies.

- a. A default under this Agreement shall occur if:
 - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement;
 - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be inaccurate or incorrect in any manner;
 - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required

under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;

- (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
 - (v) Grantee is in default under any other agreement related to the Project which, in MDP's sole discretion, may have an adverse material impact on the Project;
 - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project in MDP's judgement;
 - (vii) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MDP; or
 - (viii) Grantee has not expended the Grant funds necessary to complete the Project by the Project Completion Date.
- b. MDP shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MDP may:
- (i) Reduce the amount of the Grant or withhold payment of Grantee's next requested disbursement of the Grant;
 - (ii) Demand repayment of the Grant from Grantee in whole, or in part; or
 - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MDP's termination of the Agreement:
- (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;
 - (ii) MDP may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
 - (iii) In addition to the rights and remedies contained in this Agreement, MDP may at any time proceed to protect and enforce all rights available to MDP by suit in equity, action at law, or

by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement; and

- (iv) The occurrence of Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets shall be an event of default under this Agreement, and MDP shall have the right to terminate this Agreement immediately.

8. Records and Reports.

- a. Grantee and any subgrantees, contractors, or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MDP of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MDP's representatives or other agencies of the State during reasonable working hours before, during, or after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MDP upon request.
- b. Books, accounts, and records of contractors and subcontractors shall be maintained and made available to MDP for inspection for up to five (5) years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.
- c. Grantee shall provide MDP with a project completion report (the "**Project Completion Report**"), in the form provided by MDP and further described in **Exhibit A – Reports**. The Project Completion Report is due by the Project Completion Report Due Date identified in the Project Timetable.
- d. Upon MDP's request, Grantee shall provide MDP with copies of any audits performed on Grantee's records by any other entity.
- e. In addition to the requirements set forth above, Grantee shall provide MDP with such additional records, reports, and other documentation as may be required by MDP.

9. General and Special Covenants.

- a. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- b. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN

ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING, IN FAVOR OF MDP FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.

- c. Grantee is expressly prohibited from supplanting the Grant funding. Existing funds for the Project activities may not be displaced by the Grant funds and reallocated for Grantee's other organizational expenses. The Grant funds must be used to supplement Grantee's existing federal, State, local, or non-public funds for Project activities. If a question of supplanting arises, Grantee will be required to substantiate that the reduction in federal, State, local or non-public resources occurred for reasons other than the receipt or expected receipt of the Grant funds.
- d. With respect to all Project related (i) public events such as press releases, interviews, ground breaking ceremonies, dedications, media events; and (ii) materials such as programs, videos and/or slide/tape productions, installation of exhibits, signage, and any other materials which are developed with the assistance of the Grant:
 - (i) Grantee shall notify MDP in a timely manner of any public events relating to the Project, and shall provide MDP an opportunity to participate in the event, at MDP's discretion.
 - (ii) Grantee, subgrantees, and any consultant hired by Grantee shall, unless exempted from this requirement by the Project Monitor, include on or in any printed materials or online content created in connection with the Project (i) the Maryland 2020 Census logo which can be accessed and downloaded in multiple formats at <https://planning.maryland.gov/MSDC/Pages/census/census-grant-2020.aspx> and (ii) an acknowledgment of State support with the following content:

This Project has been financed in part with State funds from Maryland's 2020 Census Grant Program. Project content or opinions do not necessarily reflect the views or policies of the State of Maryland or any of its instrumentalities.

10. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MDP that:

- a. If applicable, Grantee is duly organized and validly existing under the laws of Maryland, or is duly qualified to do business in Maryland, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Agreement and the Grant Application are and remain true and complete in all material respects;
- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;
- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and
- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

11. Nondiscrimination Provisions; Equal Opportunity Compliance.

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
 - (i) age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification), or
 - (ii) race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.

- b. Grantee shall comply with the requirements and provisions of MDP's Assurance of Compliance (attached to this Agreement as Attachment 1).
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices including:
 - (i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - (ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - (iii) The Governor's Code of Fair Practices, as amended; and
 - (iv) The State of Maryland's Minority Business Enterprise Program, as amended, if Grantee does not have its own minority business participation program which is acceptable to MDP.
 - (v) Upon MDP's request, Grantee will submit to MDP information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MDP.
 - (vi) Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.

12. Indemnification.

Grantee releases MDP and the State from, agrees that MDP and the State shall not have any liability for, and agrees to protect, indemnify, and hold the State Units harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MDP or the State as a result of or in connection with the Project. All monies expended by the State as a result of such liabilities, suits, actions, claims, demands, and costs incurred in enforcing the Agreement, including reasonable attorney's fees, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MDP. This Section shall survive the term of this Agreement.

13. Insurance.

- a. Grantee shall obtain general commercial liability, comprehensive public liability, workers' compensation, and other business insurance coverages useful or necessary to carry out the Project, as may be required by MDP, and in the form and amounts required by MDP. If requested by MDP, Grantee must submit evidence of such insurance to the Project Monitor.

- b. Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- c. To the extent applicable, insurance coverage shall be in force prior to the Project Commencement Date and shall contain terms and coverages satisfactory to MDP. Upon request, Grantee shall name the State as an additional insured under the liability or other business insurance policies.
- d. If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to MDP.

14. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and may be made by electronic mail. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is either mailed, postage prepaid, or e-mailed, addressed as follows:

- a. Communications to MDP shall be sent to:

Maryland Historical Trust
100 Community Place
Crownsville MD 21032
Attn: Sabrina Roundtree, Assistant Grants Manager
(w) 410 697-9622
Email: sabrina.roundtree@maryland.gov

or to such other person as may be designated by MDP.

- b. Communications to Grantee shall be mailed to:

Ms. Julia Glanz
City Administrator, City of Salisbury
125 North Division Street
Room 304
Salisbury, MD 21801

or to such other person as may be designated by Grantee.

- 15. Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MDP to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

16. **Amendment.** MDP must approve all changes to the Scope of Work, the Project Budget (except as provided in Section 4.a), the Project Timetable, or any other term of this Agreement. Except as provided in Section 1.d. of the Agreement, this Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.
17. **Assignment.** This Agreement may not be assigned without MDP's prior written approval.
18. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
20. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.
21. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland (the "State").
22. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, fees for permits, licenses, insurance, and Grantee's attorneys' fees, if any.
23. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MDP to the attention of the Project Monitor.
24. **No Warranty or Representation.** All acts, including any failure to act, relating to the Project, by any agent, representative or designee of the State are performed solely for the benefit of the State to assure the proper expenditure of the Grant and are not for the benefit of any other person.
25. **Voluntary Termination.** MDP and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MDP, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MDP any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

WITNESS the hands and seals of MDP and the Grantee, as of the Effective Date.

ATTEST/WITNESS:

CITY OF SALISBURY


(Signature)

By:  (SEAL)
Name: Julia Blanz
Title: City Administrator

WITNESS:

MARYLAND DEPARTMENT OF PLANNING

(Signature)

By: _____
Name: _____
Title: _____

Date of Execution on behalf of MDP
(Effective Date)

Approved for form and legal sufficiency
this _____ day of _____, 20____

Assistant Attorney General

Attachments:

Exhibit A	Project Requirements
Attachment 1	Assurance of Compliance

EXHIBIT A

PROJECT REQUIREMENTS

SCOPE OF WORK

Grant funds provided under this Grant Agreement to Grantee shall be used exclusively for outreach efforts that focus on promoting and facilitating responses to the 2020 Census, including for: staff support; design and production of printed materials and social media; advertising; and Census promotional meetings and events including, as related to such meeting and events, supplies, refreshments, rentals, and give-aways.

PROJECT TIMETABLE

1/1/2020	"PROJECT COMMENCEMENT DATE" – Date on which eligible Grant funded work on the Project may commence with expectations of reimbursement pursuant to the terms of this Agreement.
6/1/2020	"PROJECT COMPLETION DATE" : All work items detailed in <u>Exhibit A</u> completed. If applicable, Grantee must submit final Project Deliverables to Project Monitor for review and approval. All Project expenses to be reimbursed by Grant funds must be incurred.
8/1/2020	"PROJECT COMPLETION REPORT DUE DATE"; FINAL DISBURSEMENT REQUEST; "TERMINATION DATE" : Grantee must submit to Project Monitor the Project Completion Report (as described in <u>Exhibit A - Reports</u>), including satisfactory Project Deliverables, if applicable, as well as all required financial documentation, with a completed Request for Final Disbursement. Failure to submit the Project Completion Report may result in the forfeiture and/or recapture of Grant funds.

DISBURSEMENT SCHEDULE

Provided that the Grantee is not in default under the Agreement, MDP shall disburse Grant funds on a reimbursement basis pursuant to Section 6 of the Agreement, upon approval by MDP of a complete Request for Disbursement submitted by email to the Project Monitor, or as otherwise directed by the Project Monitor. All Request for Disbursement forms shall be acceptable in form and content to MDP.

1. First Disbursement: 90% of the Grant will be disbursed to the Grantee in a timely manner after execution of this Agreement.

2. Final Disbursement: The remaining 10% of the Grant plus any undisbursed amount will be disbursed to the Grantee upon Grantee's submittal of:
 - a. satisfactory Final Project Deliverables as may be required under the Agreement;
 - b. a Project Completion Report satisfactory in form and content to MDP; and
 - c. a completed Request for Final Disbursement that includes: (i) an accounting of total actual expenditures of the Grant funds to date; and (ii) any further information and documentation requested by MDP.

REPORTS

1. Either MDP or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
2. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable, the Grantee shall immediately forward a written report to or call for a special meeting with the Project Monitor to determine what actions need to be taken.
3. Grantee shall submit the Project Completion Report electronically to the Project Monitor, or as otherwise directed by the Project Monitor, by the Project Completion Report Due Date set forth in the Project Timetable. The Project Completion Report must be approved by MDP prior to the release of the Final Disbursement of Grant funds. The Project Completion Report is intended to provide a record and capsule summary of the programs and/or projects accomplished during the Grant term. Incomplete reports will be returned, and Grant funds withheld, until all requested corrections are made. The Project Completion Report shall contain the following information:
 - a. One (1) copy of the Project Completion Report with all Project Deliverables, if applicable; and
 - b. A Request for Final Disbursement in form acceptable to MDP with all required or requested information and documentation to support expenditures of all Grant funds and Grantee's Contribution.

ATTACHMENT 1

ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

City of Salisbury (hereinafter called "**Grantee**"), having its principal address at 125 N. Division Street, Salisbury, MD 21801,

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "**Acts**"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Title 20 of the State Government Article of the Annotated Code of Maryland, as amended, which establishes the Commission on Civil Rights and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MDP shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. If the Grant is over \$200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;

I. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

K. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this 28 day of January, 2020 in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MDP. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

GRANTEE: CITY OF SALISBURY

Donna S. Day
(Signature)

By: [Signature]
Name: Julia Glanz
Title: City Administrator

ORDINANCE NO. 2582

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH THE MARYLAND DEPARTMENT OF PLANNING FOR THE
PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF
\$19,810 AND APPROVING A BUDGET AMENDMENT TO
APPROPRIATE THE GRANT FUNDS FOR THE CITY OF
SALISBURY 2020 CENSUS OUTREACH ACTIVITIES.

WHEREAS, the Maryland Department of Planning (MDP) received a general fund appropriation in the FY 2020 State Budget for funds to establish the 2020 Census Grant Program; and

WHEREAS, the purpose of the 2020 Census Grant Program is to provide grants to Maryland local governments and nonprofit organizations to support community outreach activities prior to and during the 2020 Census; and

WHEREAS, the accurate counting of the population of the State and its local jurisdictions and the collection of basic demographic and housing information has a direct impact on the distribution of Federal resources; and

WHEREAS, an accurate and equitable distribution of Federal resources is critical to the future of the State of Maryland and the City of Salisbury; and

WHEREAS, the MDP has awarded a 2020 Census Grant to the City of Salisbury, which provides funding in the amount of \$19,810 for 2020 Census Outreach Activities; and

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT Mayor Jacob R. Day is hereby authorized to enter

43 into a grant agreement with the Maryland Department of Planning to accept grant funds in the
44 amount of \$19,810.00.

45
46 BE IT FURTHER ORDAINED THAT the City's Grant Fund Budget be amended as
47 follows:

48
49 1) Increase the 2020 Census Grant Revenue Account
50 (10500-425119-XXXXX) by \$19,810

51
52 2) Increase the 2020 Census Grant Expense Account
53 (10500-546006-XXXXX) by \$19,810

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

57
58 THIS ORDINANCE was introduced and read at a meeting of the Council of the City
59 of Salisbury held on the 10th day of February, 2020, and thereafter, a statement of the
60 substance of the Ordinance having been published as required by law, was finally passed by
61 the Council on the 24th day of February, 2020.

62
63
64 ATTEST:

65
66
67
68 _____
69 Kimberly R. Nichols
70 CITY CLERK

John R. Heath
COUNCIL PRESIDENT

71
72
73 APPROVED BY ME THIS
74 _____ day of February, 2020.

75
76
77
78 _____
79 Jacob R. Day
80 MAYOR
81