



**SALISBURY CITY COUNCIL  
WORK SESSION AGENDA**

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**(TUESDAY) JULY 6, 2021**

**Government Office Building, Conference Room 306, Salisbury, MD and Zoom Video Conferencing**

- 4:30 p.m. Mitchell Landing Increase to Project Expenditure Account- Grants Manager Deborah Stam
- 4:45 p.m. Chesapeake Utilities Corporation- Somerset Natural Gas Project update- Department of Infrastructure and Development (DID) Director Amanda Pollack and Chesapeake Utilities Commercial & Industrial Accounts Manager Jared Shelton
- 5:10 p.m. Annual Vision Zero update- DID Director Amanda Pollack and Transportation Project Specialist Will White
- 5:55 p.m. Resolution to approve The Ross Connection Fee Waiver- DID Director Amanda Pollack
- 6:05 p.m. Resolution to approve The Ross Soil MOU- DID Director Amanda Pollack
- 6:15 p.m. Resolution to approve The Ross HORIZON Program Agreement- DID Director Amanda Pollack
- 6:30 p.m. Administration and Council Comments
- 6:40 p.m. Adjournment

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

Join Zoom Meeting  
<https://us02web.zoom.us/j/5362772908>

Meeting ID: 536 277 2908

Phone: 1.301.715.8592

# Finance Department / HCDD

## MEMO

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**To: Keith Cordrey**

**From: Deborah Stam**

**Subject: Ordinance – Budget Amendment – Additional Increase to the Amount in the Reserve for Replacement (RFR) Expenditure Account for Mitchell Landing Apartments**

**Date: July 6, 2021**

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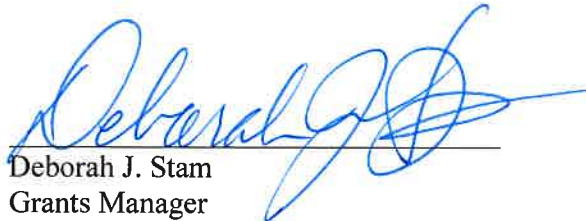
As you are aware, a serious maintenance issue was recently uncovered at Mitchell Landing Apartments, Bldg. 139. This maintenance issue has created unexpected bills that will need to be paid initially by the City, but which will be reimbursable through the Mitchell Landing Reserve for Replacement (RFR) account. We have an existing Mitchell Landing project account (76300) which had been created previously to address a different repair issue, but now we need to increase the operating budget in that account in order to pay these new invoices that will be coming in.

Given the conditions that have been discovered at Mitchell Landing under building 139 we feel it is necessary for us to conduct structural inspections under all of the buildings to be on the safe side. We have received a proposal from WCBM for the structural inspection of the bearer beams under all four buildings at Mitchell Landing, and the geotechnical engineering services necessary to create a rehabilitation plan for each building as necessary. The total estimated cost for this service is \$31,293.

We have obtained a second authorization memo from Catherine Spencer at DHCD / CDA pre-approving reimbursement of up to \$40,000 from the Mitchell Landing RFR account for this issue. That combined with the first authorization memo for \$20,000 brings us to a total of \$60,000. Copies of both CDA authorization memos are attached.

Also attached is the revised Ordinance approving a budget amendment of the grant fund to increase the revenue and expenditure amounts in that Mitchell Landing project account by \$60,000.

Please forward this updated information to the City Council to be placed on their agenda for discussion at the July 6, 2021 work session, and second reading / final passage at the July 12, 2021 legislative session. Thank you for your assistance.

  
Deborah J. Stam  
Grants Manager  
Finance Department

**Attachments**

CC: Olga Butar  
Kim Nichols  
Julie English  
Michael Sullivan  
Ron Strickler

LARRY HOGAN  
Governor  
BOYD K. RUTHERFORD  
Lt. Governor  
KENNETH C. HOLT  
Secretary



May 17, 2021

Ms. Deborah J. Stam, Grants Manager  
Finance Department / HCDD  
City of Salisbury  
207 West Main Street, Suite 102  
Salisbury, Maryland 21801

Dear Ms. Stam:

This letter serves as the Division of Credit Assurance's authorization for the Michell Landing reserve for replacement funds being used for tenant relocations expenses resulting from damage to building 139. The division authorizes up to \$20,000 to be draw from the reserve account for this purpose.

If you have any questions please do not hesitate to contact me at [catherine.spencer@maryland.gov](mailto:catherine.spencer@maryland.gov).

Sincerely,

*Catherine Spencer*

Catherine Spencer  
Senior Portfolio Manager



**MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
7800 HARKINS RD • LANHAM, MD 20706 • [DHCD.MARYLAND.GOV](http://DHCD.MARYLAND.GOV)  
301-429-7400 • 1-800-756-0119 • TTY/RELAY 711 or 1-800-735-2258



LARRY HOGAN  
Governor  
BOYD K. RUTHERFORD  
Lt. Governor  
KENNETH C. HOLT  
Secretary



July 2, 2021

Ms. Deborah J. Stam, Grants Manager  
Finance Department / HCDD  
City of Salisbury  
207 West Main Street, Suite 102  
Salisbury, Maryland 21801

Dear Ms. Stam:

This letter serves as the Division of Credit Assurance's authorization for the Michell Landing reserve for replacement funds to be used for any and all inspections, engineering and repairs for all buildings. The division authorizes up to \$40,000 to be drawn from the reserve account for this purpose.

If you have any questions, please do not hesitate to contact me at [catherine.spencer@maryland.gov](mailto:catherine.spencer@maryland.gov).

Sincerely,

*Catherine Spencer*

Catherine Spencer  
Senior Portfolio Manager



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**AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE FINANCE DEPARTMENT TO ESTABLISH A PROJECT EXPENDITURE ACCOUNT IN ORDER TO PAY THOSE INVOICES FOR MITCHELL LANDING APARTMENTS THAT WILL BE REIMBURSABLE THROUGH THE MITCHELL LANDING RESERVE FOR REPLACEMENT (RFR) ACCOUNT.**

**WHEREAS,** the City of Salisbury owns the property known as Mitchell Landing Apartments; and

**WHEREAS**, Mitchell Landing Apartments was constructed with Partnership Rental Housing Program (PRHP) funding received from the Maryland Department of Housing & Community Development / Community Development Administration (DHCD / CDA); and,

**WHEREAS**, the DHCD / CDA regulations require that all PRHP-funded projects establish and maintain a Reserve for Replacement (RFR) account in order to fund ongoing maintenance and repair costs and to enable the project to be self-sustaining; and

**WHEREAS,** a maintenance issue has recently been discovered at Mitchell Landing Apartments in Bldg. 139 which has necessitated additional inspections of all the buildings at the complex, and which will require some invoices to be paid by the City and then reimbursed from the RFR account; and

**WHEREAS**, DHCD / CDA has provided written authorization for at least \$20,000 \$60,000 in reimbursement from the RFR account for approved expenditures relating to this maintenance issue; and

**WHEREAS**, the appropriations necessary to execute the establishment of this project expenditure account must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

**Section 1.** The City authorizes the establishment of the Mitchell Landing project expenditure account in order to pay those invoices that will be reimbursed through the Mitchell Landing RFR account.

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

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

- (a) Increase DHCD Revenue Account**  
No. 12800-423300-76300 by ~~\$20,000~~ \$60,000.

(b) Increase Mitchell Landing RFR Operating Expense Account  
No. 12800-546006-76300 by ~~\$20,000~~ \$60,000.

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

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

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

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

**Section 6.** 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 Mayor and Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols**  
**City Clerk**

\_\_\_\_\_  
**John R. Heath**  
**City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Jacob R. Day, Mayor**



## **June 21, 2021 Somerset Project Update**

- **Work completed in past month**

- Pipe and material deliveries completed
- HDD under South Prong Wicomico River completed on 2/26/21
- Ongoing construction activities:
  - Grading
  - Stringing/welding/fabrication
  - HDD pipeline installation
  - Open trench pipeline installation

- **Work to be completed in next month**

- Ongoing construction activities at various locations:
  - Grading
  - Stringing/welding/fabrication
  - HDD pipeline installation
  - Open trench pipeline installation

- **Work performed in Salisbury**

- Ongoing construction activities:
  - Grading
  - Stringing/welding/fabrication
  - HDD pipeline installation
  - Open trench pipeline installation
- Approximately 94% of pipeline installed within town of Salisbury as of 6/19/21

- **Anticipated project completion date (Salisbury specific)**

- Construction completion estimates are weather dependent
- HDD Complete: 2Q21
- North Salisbury Tie-ins: Early 3Q21
- Restoration to be completed as construction is completed in sections

- **Coordination with Salisbury City Staff on Rails to Trails**

- A small Chesapeake Utilities team is working directly with Will White, of the City of Salisbury to see if there are any areas where the trail aligns with our right of way
- We learned from RailPros that crossing the rail road discussion will need to be coordinated with the Norfolk Southern Public Projects group



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator  
From: Amanda Pollack, P.E., Director of Infrastructure and Development  
Date: June 10, 2021  
Re: FY2021 Annual Report on Vision Zero

AP

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Salisbury Department of Infrastructure and Development has completed the FY2021 Annual Report on Vision Zero in Salisbury, the first annual report since adoption of the program. Per Resolution No. 2934, DID is presenting the Annual Report as a part of the commitment to Council to report on progress of the program regularly. The Report details projects accomplished in the past year and provides updated crash data from 2019 and preliminary 2020 data (with the understanding that the state has not yet released official 2020 data).

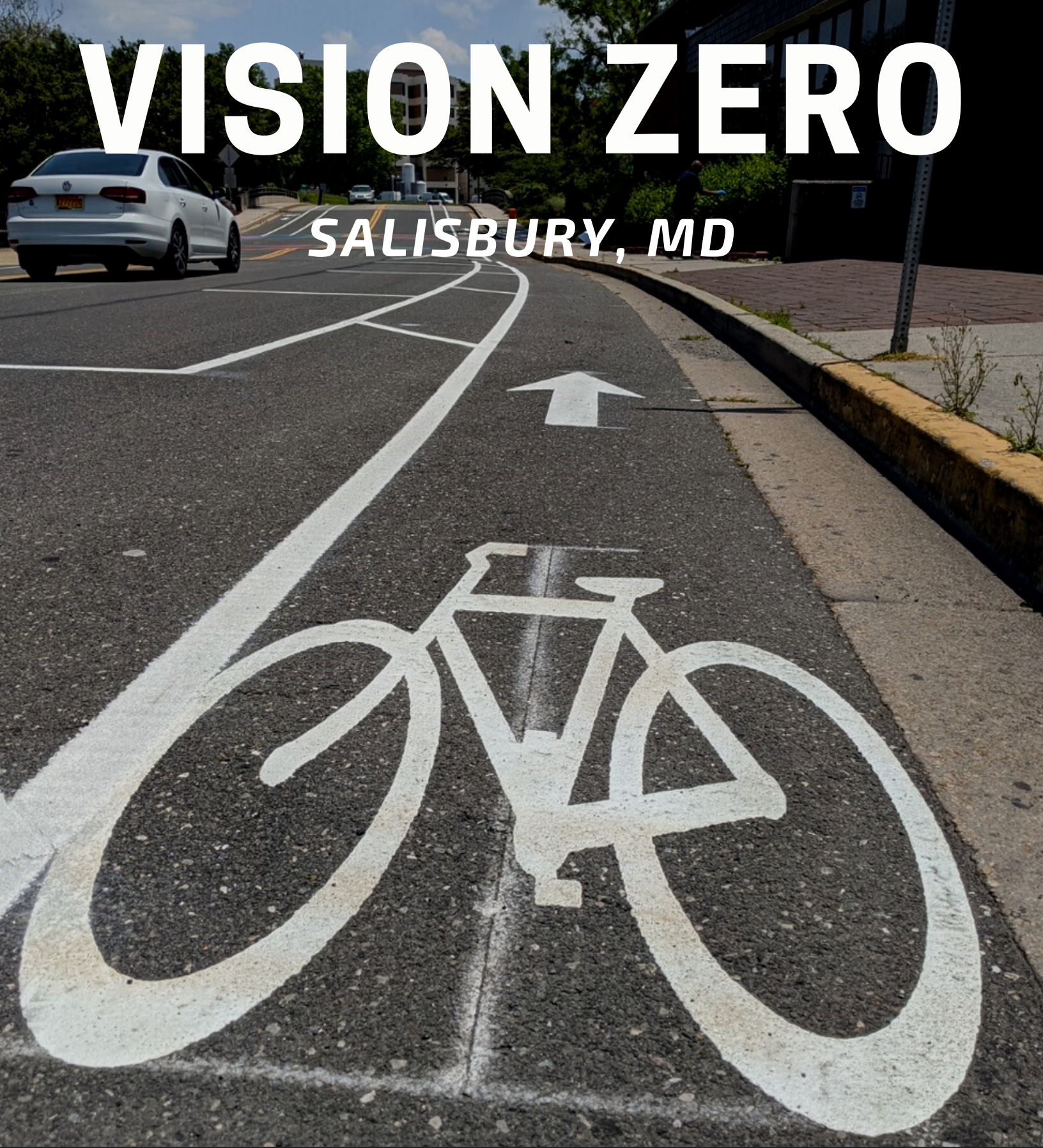
For future reference, this annual report will be located in the Transportation Section of the Infrastructure and Development website. This section also includes information about current transportation related projects, as well as transportation resources.

In FY22, we are pleased to receive funding in the budget to address the following Vision Zero initiatives: Pedestrian Signals, Crosswalks, ADA Upgrades, Slow Zone Program, and the Speed Awareness & Safety Program. The accomplishments in regards to these initiatives will be discussed in next year's annual report.

The Vision Zero FY2021 Annual Report is attached. Since this is an update on an approved program, no action is required from Council at this time. Unless you or the Mayor have further questions, please forward a copy of this memo and the Report to the City Council.

# VISION ZERO

***SALISBURY, MD***



## ***FY 21 ANNUAL REPORT ON PROGRESS***

PROJECTS COMPLETED / PROJECTS IN DESIGN / ACCOMPLISHMENTS / DELAYS /  
DATA UPDATE AND TRENDS / THE YEAR AHEAD



FISCAL YEAR 2021

# VISION ZERO ANNUAL REPORT

**REPORT AUTHORED BY** William White, Transportation Project Specialist  
**PRINCIPAL OVERSIGHT** Amanda Pollack, P.E - Director, Infrastructure & Development  
**MAYOR** Jacob Day  
**CITY ADMINISTRATOR** Julia Glanz  
**DEPUTY CITY ADMINISTRATOR** Andy Kitzrow

**CITY COUNCIL** April Jackson, District 1  
Muir Boda, District 2, Council Vice President  
John "Jack" Heath, District 3, Council President  
Michele Gregory, District 4  
Angela Blake, District 5

## ADDRESSES

The Salisbury Vision Zero Initiative is coordinated by the Department of  
Infrastructure & Development:  
125 N. Divisions St., Room 202  
Salisbury, MD 21801

410-548-31701

[infradev@salisbury.md](mailto:infradev@salisbury.md)

FOR MORE INFORMATION ABOUT VISION ZERO OR TO VIEW THE  
FY 2021-2025 ACTION PLAN VISIT  
[HTTPS://VISION-ZERO-SALISBURY.HUB.ARCGIS.COM/](https://vision-zero-salisbury.hub.arcgis.com/)

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## THE YEAR IN REVIEW

Notes on a full year of Vision Zero  
in Salisbury

03

## WHAT IS VISION ZERO?

A Primer for Residents new to  
Vision Zero

07

## PROJECTS IN DESIGN

Carroll St / South Blvd Bikeway /  
W College Ave Bikeway / Rail Trail,  
Ph. 1 / Rail Trail, Ph. 7b

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## DATA REVIEW

What we know from the Action  
Plan / New Local Data Available /  
Nationwide Trends

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## IN CLOSING

Appendix I - Grant Summar

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## PROJECTS COMPLETED

Main St / Fitzwater - Parsons PBL  
/ Church St Sidewalk Upgrades /  
Northwest Bikeways, Ph. 1

10

## ACTION ITEMS IN REVIEW

Tasks Completed / Tasks  
Underway / Tasks Delayed

20

## UPCOMING TRENDS

Major increases in Cycling / Rise  
of E-bikes and Scooters



# **THE YEAR IN REVIEW**

## **JULY 1, 2020 TO**

## **JUNE 30, 2021**

The City of Salisbury Vision Zero Action Plan was approved by City Council in a unique time period. Approved in May 2020, the plan was preceded just a few months earlier by COVID-19 which had sent as much as 37% of Americans on an extended work from home trial. Mass lockdowns, including the closure of restaurants and indoor entertainment venues, sent Americans scrambling for outdoor activities and space. This nationwide trend held true in Salisbury as well. Biking and walking exploded in demand. With walking and biking suddenly skyrocketing over 60% or more our existing sidewalks and bike lanes suddenly were undersized and the gaps in the networks became clear. Despite the City's best efforts to make its streets safe for people walking and biking

the sheer number of people taking up these activities led to several deaths or serious injuries on our streets. The increased volumes of these vulnerable users and the lack of a full active transportation network led to some of our residents walking and biking on streets that were not designed to accommodate them. With fewer vehicles on the streets, due to pandemic-related lockdowns, the cars left on the street were moving faster. In Salisbury, as we have seen nationwide this year, the decreased traffic coupled with these higher speeds resulted in less crashes, but crashes that were far more severe. While overall crashes declined, the number of fatalities and serious injuries increased. This combination proves that the only safe street is one designed with a Vision Zero approach. These deaths are preventable, and therefore unacceptable. The City will not stop until we reach our mission of Zero.

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There are bright spots to celebrate however. The City completed the people-oriented reconstruction of Main Street.



## Why an Annual Report?

Why does City Staff produce an Annual Report for the Vision Zero Initiative - after all, no other Masterplan is reported on annually?

The Annual Report is produced for Vision Zero as accountability is one of the three fundamental pillars of the initiative. Salisbury has the specific mission of eliminating traffic fatalities and serious injuries by 2030.

Accountability to the City Council, and thereby, the public, is crucial. The Annual Report is our method of upholding our commitment to that promise accountability.



Riverside Circle was completed, significantly increasing safety at one of our worst intersections. The first interconnected bikeways on the West Side were completed with the construction of Fitzwater-Parsons, Lake St and Isabella St Bikeways. The Fitzwater-Parsons Protected Bikeway has the distinction of being the first parking protected bikeway in Salisbury and the first protected bikeway that incorporates concrete protective medians at intersections. Church Street received a sidewalk upgrade to bring it into ADA compliance. Work continued apace to design other Bikeways and the Rail Trail including the Carroll Street Protected Bikeway which will feature the first protected bike crossing of US 13 Business in addition to pedestrian crossing improvements. Work continues to implement a bikeway along South Boulevard, providing the vital link between the Camden Ave bikeway and the Waverly Drive protected bikeway.

As Salisbury moves into its second year as a Vision Zero City, the future looks brighter than it ever has. The completion of the projects above have brought more people safely onto our streets than at any time since before the automobile. The City has built upon several years of relationships with other government entities to bring in unprecedented levels of grant funding to increase the speed at which safe transportation infrastructure can be built. Rapidly, watchers beyond our corporate limits are seeing Salisbury more and more as a "People City" rather than a "Car City." With a burgeoning Downtown, a growing population and University, and ever safer transportation options coming online, it has never been a better time to look toward the future.

# What is Vision Zero?

**Vision Zero is the commitment to ending fatalities and serious injuries on our streets by January 1, 2030. It is a recognition that safe design can prevent mistakes from becoming tragedies.**

Vision Zero is a nationwide traffic safety program that has grown from a select few major cities in 2012-2014 to encompass dozens of cities of varying sizes across the country as of 2021. Evolving out of the "Safe Systems" program that started in Sweden in the 1990's, Vision Zero is the promise to eradicate traffic fatalities and serious injuries by a specific date; in Salisbury's case, January 1, 2030.

The core of the Vision Zero approach is the recognition that people make mistakes, and those mistakes should not be fatal. This factor is lacking from most traffic safety programs. Traditional traffic safety programs emphasize police enforcement and education while often doing little to

change street design; often the changes that are made make it safer and more tempting to drive at speed which is often counter-productive, especially in urban areas.

Vision Zero changes the paradigm, while enforcement and education remain a part of the program, much more emphasis is placed on the engineering work to create a *safe system*. Engineering under Vision Zero works to separate users by speeds and purpose; high speed auto travel is prioritized in specific areas, while in others, foot and bike traffic are predominant, and automobiles conform to their safety needs. As such, a major factor in Vision Zero is design speed, and what the effect of speed is during a crash.



# Why Speed?

Because the speed of the crash directly affects the survivability.

If a Car Going...

...Strikes a person walking or biking



By designing streets for the safety of people, rather than focusing on travel speed and safety of automobiles alone, the streets are made safer for everyone. Implementation of facilities such as protected bike lanes have been proven to not only dramatically increase the safety and appeal of cycling, but to also decrease the severity of auto-only collisions as well. When speed is reduced in urban areas, everyone wins no matter how they choose to navigate the City.

Streets are prioritized for these safety redesign by data, and data alone. While the *data-driven* approach of Vision Zero is not unique to this program, in VZ it is a central tenet of how we operate. Streets with high concentrations of crashes are identified as part of a High-Injury Network, or HIN and these streets receive priority for redesign and reconstruction. This data also informs the *accountability* of Vision Zero. Many state safety programs are aspirational and provide little oversight to determine if measure are being implemented equitably and correctly. VZ has accountability to the public built-in through elected officials and citizen committees. Not only was the original safety plan reviewed by the Salisbury Bicycle and Pedestrian Advisory Committee (BPAC), but it was approved by City Council via official Resolution. Annually, the Department of Infrastructure of Development files a report - this report - to Council reviewing the year's progress.

# PROJECTS COMPLETED

## Main Street

In November 2020, the Main Street Reconstruction Project was declared complete. The Street incorporates a variety of safety enhancing features that include curb extensions, shortening pedestrian crossing distances, brick crosswalks, traffic calming features and frequently placed streetlights. Together, these features create a Main Street that is not only lively, but safe for all users. Main will serve as a model for many projects to come, and proves that a safe street is a vibrant street and that in turn creates both economic activity and livability.



## Riverside Circle

Before construction began in 2019, the intersection of Mill Street, Riverside Drive, Carroll Street and Camden Avenue was one of the busiest, most challenging and most dangerous intersections in the City. It ranked no less than third on the lists for intersection with most overall crashes, most bike crashes and most pedestrian crashes. It completely lacked signalized crossing for people waking and had no bike facilities. That changed with the opening of Riverside Circle, the City's first large roundabout. The new facility included bike and pedestrian facilities and, as designed, will decrease the risk of fatal crashes by over 90%.

## Fitzwater-Parsons Bikeway

The Fitzwater-Parsons Bikeway is a vital link in both the Urban Greenway and Bike Masterplans. The new bikeway is fully protected and will unite the City's more impoverished West Side neighborhood with Downtown. Long term, it will carry bike traffic from the Pemberton and Nanticoke Road corridors to Downtown and back. The West Side Neighborhood has one of the highest populations of residents who cycle for their daily transportation. As such, the bikeways are a necessary and welcome upgrade.



## PROJECT HIGHLIGHTS FROM FY2021

### ➞ East Side Sidewalk Infill

Infill of sidewalk gaps in East Side neighborhoods. Sidewalks were added to Clay, Marshall and E. Isabella Streets connecting existing sidewalks and eliminating gaps in the network.



### ➞ Division Street Bikeway

Established a protected bikeway from Carroll St to Circle Ave. With Carroll Street PBL in design, this was the vital final link from the University to Downtown.

### ➞ Northwest Bikeways, Phase 1



## A YEAR OF SUCCESSFUL PROJECTS

Despite conservative budgeting - a result of the pandemic - the City was able to complete major projects on time and on budget, and in many cases under-budget. The five projects featured on this page were centerpieces of the community. However, across the City staff continued resurfacing, surface treatments and sidewalk repairs. New pedestrian signals were installed where possible and preliminary engineering was performed to prepare for the removal of unwarranted traffic signals.

### ➞ Church St. ADA Upgrades

Upgraded the existing aged sidewalks along Church St with new ADA corner ramps. Simultaneously calmed traffic to make walking/biking on Church St. safer.

Expanded upon the existing W Isabella St Bikeway by upgrading that conventional lane to a protected bike lane and adding a conventional lane pair to Lake Street.

# PROJECTS IN DESIGN



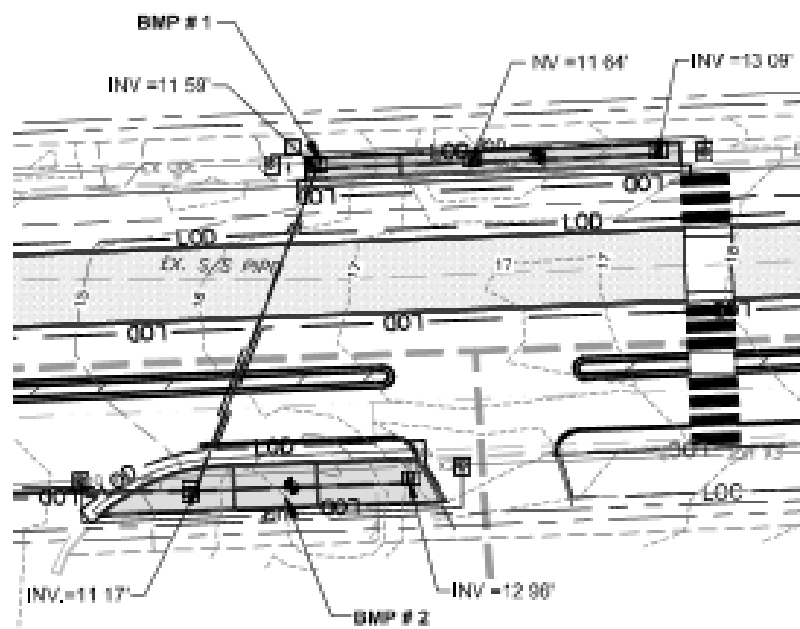
The City prioritizes design projects based on several criteria:

- Is the street part of the HIN? - High injury streets get priority
- Is the Street cited as part of the Bike Masterplan? - If so, is it actively used?
- Are there existing sidewalks?
- What is the condition of the street? - Is it due for surface maintenance, resurfacing or reconstruction?

The Street projects cited below are by no means all of the street related projects underway in the City, but they are the projects that go beyond simple maintenance operations to ensure the City is building a Safe Systems for residents.

# Carroll Street

As it stands, Carroll Street is one of the most intimidating streets in the City for people walking and biking to cross. The intersection with US 13 also lacks safe crossing hardware. This project will install a protected bikeway along the entire length of Carroll, pedestrian upgrades including crossing signals at US 13 and will tie into existing walking and biking routes at both Riverside Circle on the west end and at the City Park in the east.



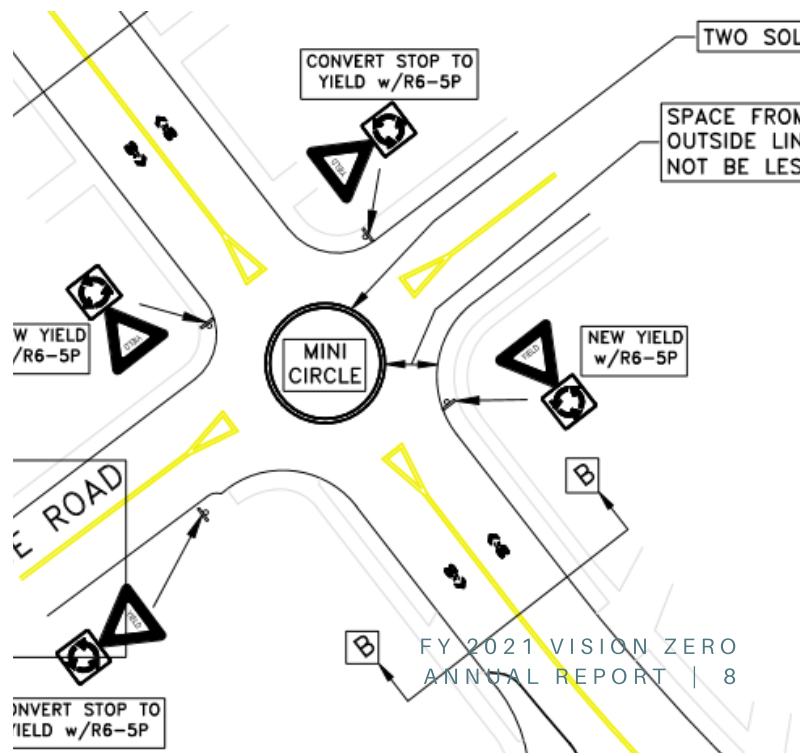
# Promenade at Eastern Shore Drive

Like Carroll Street, Eastern Shore Drive is a major barrier in the City. Its size and high-speed traffic have cut the Presidents-Princeton Neighborhood off from the Downtown Area. It is also one of the most dangerous streets in the City with a high concentration of serious injury and fatal crashes. Redesign of the Streets will additionally allow the City to address the intersections with Carroll St and College Ave which rank among the most dangerous intersections under City control.



# South Boulevard

South Blvd. has a preexisting bike route but it is inadequate for rising bike use volumes and lacks the safety features of other bikeways in the City - the existing route is little more than signage and shared lane markings. The new design will establish protected lanes east of Waverly Drive, a protected intersection at Waverly and a bike boulevard treatment west of Waverly. This type of treatment focuses on reducing automobile volumes and speeds through design measures, making it a more pleasant place to bike, walk and live.





## Rail Trail

A multiyear program, design and implementation of the Rail Trail is underway. As the two ends of the Trail system are the easiest to construct, they are underway first. Phase 7b, the farthest north portion, is grant funded for construction and will begin construction in the near future. Phase 1, the southernmost portion, has been grant funded for design and that project is ongoing.

## W College Avenue

Another grant funded design project, the West College Ave Design project is evaluation facility types and will ultimately design a protected bikeway along the street adjacent to the bikeway and ultimately connect to Riverside Drive. As the neighborhood in the City with the largest University student population, which is known for high walking and biking rates, this rethink of W College is long overdue.



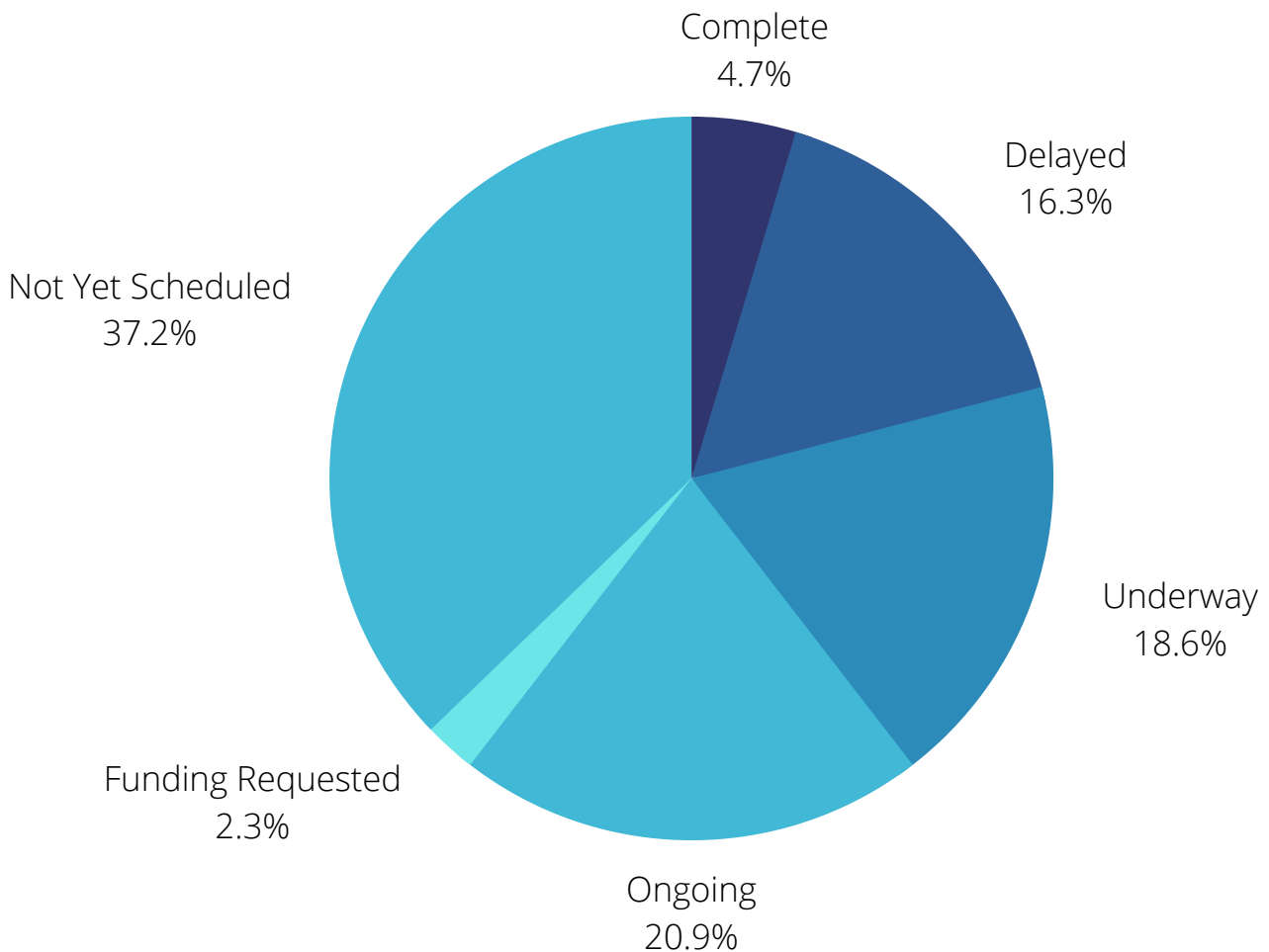
## Northwest Bikeways, Phase 2

When complete, the NW Bikeways, Ph. 2 Project will provide a roadmap to implement a fully fleshed out, interconnected bike system in the West Side Neighborhood. Long-term this project will aid in the final implementation of a safe bike network in an area with a high percentage of people that don't own automobiles, that is fully connected to the rest of the City through various routes - connectivity the rest of the neighborhood currently lacks.

## SUCCESSSES WITH SOME DELAYS

The Vision Zero Action Plan laid out a series of Action Items to be accomplished by City staff and Partner Agencies in the pursuit of Zero. By and large, the VZ Team has stayed on track, completed some tasks early and driven forward ongoing (things that will take longer than one year) tasks. This Section provides an update on all Action Items that were completed, saw progress or were delayed. The delays mostly revolved around outreach and education programs that had to be put off for COVID-related safety precautions. A few others were delayed for lack of funding.

### CURRENT STATUS



# THE FIVE GOALS FROM THE ACTION PLAN

The Action Plan was organized around five broad goals. Each goal was associated with a specific series of Action items, tasks, that in turn had their own due dates. Each Action item and their status is shown below in association with the related goal:

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## ➔ Reduce Speeds to Safe Levels

- Context Based Speed Limit Analysis - Underway (2022)
  - Expansion of Speed Camera Program - 2025
  - Speed Awareness & Safety Program - Funding Requested (2022)
  - Slow-Zone Program - Underway (2022)
  - Expand Pop-Up Events - DELAYED (COVID-19)
- 

## ➔ Eliminate Fatal Crashes on the High-Injury Network

- Modifications to High-Injury Network (HIN)- Underway (2025)
- Modifications to High-Injury Intersections - Underway (2023)
- HIN Streetlight Installation Program - Ongoing
- Study for expansion of Hike & Bike System to Naylor Mill Rd - 2025
- Naylor Mill Rd Corridor Study - 2025
- Establish Road Safety Audit Group - 2022
- Execute Eastern Shore Drive Visioning Study - 2025
- Camden & College Ave Improvements - Underway (2023)
- Establish Citywide Striping & Signage Maintenance Program - Underway



### **Reduce Occurrences of all Crashes on City Street 50% by 2030**

- School Zone/ Pedestrian Dense Area Crosswalk Program - Ongoing
- Scheduled Traffic Signal Replacement Warrant Analyses - Ongoing
- Improvements to Dogwood Dr. and Wesley Dr. - Underway
- Development of a Roundabout Policy - 2022
- Publish New Street Design Guidelines - Underway (2022)
- Installation of Ped Signals at new or Existing Signals - Ongoing
- RRFB Installation Program - Ongoing
- Establish Tri-Lateral Working Group to address crashes - 2022
- Traffic Signal Visibility Upgrades - 2022
- Intersection Visibility Audit - Ongoing

### **Reduce Occurrences of all Crashes on City Street 50% by 2030 (continued)**

- Street Surface Maintenance Program - Ongoing
  - Expand Transportation Team and hire Vision Zero Coordinator - 2023
  - Create Internal GIS tools for Vision Zero - COMPLETE
  - Crosswalk Campaign - 2022
- 

### **Reduce VMT by 15% by 2030**

- Execute Rail Trail and Urban Greenway Masterplans - Ongoing
  - Plan for East-West Connectivity Improvements around SU - 2025
  - Bike Share Implementation - DELAYED (Administrative/Contract Delays)
  - Execute Bike Network Masterplan - Ongoing
  - Increase BPAC Presence and Outreach - DELAYED (COVID-19)
  - ADA Upgrade of Sidewalks - Ongoing
  - MaaS Study - 2023
  - Transit Expansion - 2025
  - Salisbury Long Range Transportation Plan - 2025
- 

### **Expand Education and Outreach**

- Integrate Traffic Safety Modules into Junior Fire Academy - DELAYED (COVID-19)
- Expand Traffic Safety Education Program - DELAYED (COVID-19, and lack of staffing)
- Introduce Traffic Safety into SPD Mentor Program - DELAYED (COVID-19)
- Neighborhood Walks - DELAYED (COVID-19)
- University Student Educational Program - 2022
- Develop Vision Zero Website - COMPLETE

# 2019/2020 in Review

DATA IN THE ORIGINAL VISION ZERO ACTION PLAN DID NOT INCLUDE 2019 DATA AS IT WAS NOT AVAILABLE AT THE TIME OF WRITING. AS SUCH IT IS INCLUDED HERE.

Despite immense progress locally, 2019 and 2020 saw continuing rises in traffic fatalities in general, and unforeseen spikes in deaths of people walking and biking specifically. Nationwide, crashes are down across the US, a trend that is holding true in Salisbury as well. While that is good news, a second trend has emerged nationally as well; fatal and serious crashes have increased significantly as a both a real number and a percentage of overall crashes. In other words, less crashes

are happening, but far more of those crashes are fatal or serious. According to data from the National Safety Council, fatalities in 2020 increased an estimated 32 percent, to a total of 42,060 people, which is the largest increase since the invention of Model T. Maryland saw an overall increase of 12% . Due to the recent drop in travel there are less vehicles on the road resulting in less congestion, allowing greater opportunity for speeding. Because the speed at which a crash occurs is so

influential on survivability of those crashes this has led to increase in the overall severity of crashes. Data such as this reaffirms the City's commitment to safer design which prevents vehicles from speeding in the first place.

## DATA HIGHLIGHTS:

### NATIONAL DATA

- CRASHES ARE INCREASING
- FATALITIES ARE UP
- VMT HAS RECOVERED TO APPROX. 905 OF PRE-PANDEMIC LEVELS

### SALISBURY DATA

- CITY HAS BUCKED THE TREND - CRASHES ARE DOWN
- WHILE INJURIOUS CRASHES HAVE INCREASED AS A PERCENTAGE OF CRASHES OVERALL, THEY ARE STILL DOWN COMPARED TO PREVIOUS YEARS
- PANDEMIC RELATED "BIKE BOOM" HAS PUT MORE BIKERS ON CITY STREETS
- OVERALL EARLY VISION ZERO RELATED SAFETY INTERVENTIONS APPEAR TO BE WORKING





# REVIEWING WHAT WE KNOW

The FY 2021-2025 Vision Zero Action Plan analyzed and provided over three years of crash data to identify a series a High Injury Network, or HIN. The HIN is the approximately 6.4% of City-owned streets on which 50% of fatal and serious crashes in the City occur. These streets all share at least a few certain design traits in common and once they are highlighted by the data, identifying the patterns leading to the serious and fatal crashes in these neighborhoods is possible.

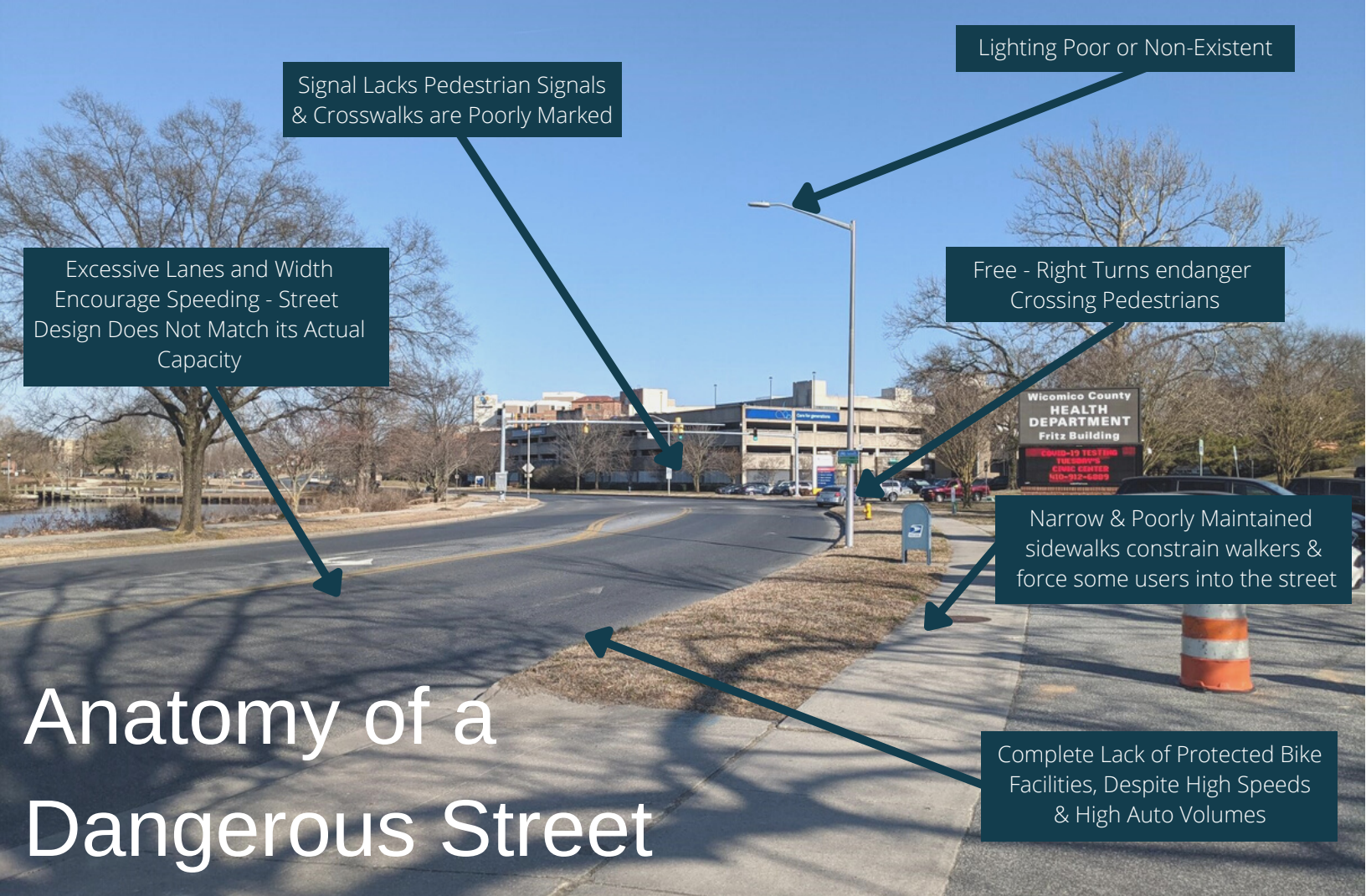


The Streets of the HIN and the design characteristics that are identified in the following pages. In summary, these streets share a common design theme - speed and automobile throughput as priority - that led to the situation as we know it today. In streets built after the automobile gained prominence, this took the form of Carroll St and Eastern Shore Drive; wide multi-lane thoroughfares built like highways in residential neighborhoods. Built with unlimited access, meaning numerous small driveways along each block, these streets combine high speeds with frequent conflicts. In other cases such as Lake Street or Fitzwater Drive, previous generations of designers shoehorned traffic onto formerly quiet streets combining moderate but increasing speeds with high volumes of traffic and conflicts on par with a residential street - a recipe for tragedy.



In the terms of the non-profit group Strong Towns, these facilities are neither a street - a public space where access is provided to houses and businesses creating a vibrant productive place - nor a road, which would connect two productive places, but what they have termed a "stroad," a hybrid of the two that does both jobs poorly and sacrifices safety for speed.

Strong Towns - [www.strongtowns.org](http://www.strongtowns.org)  
[\*What's a Stroad and Why Does it Matter\*](#), 2018



# Anatomy of a Dangerous Street

## DANGEROUS STREETS SHARE A COMMON SET OF DESIGN TRAITS, ONCE IDENTIFIED IN THE DATA, THE MOST DANGEROUS STREETS IN THE CITY CAN BE REDESIGNED FOR SAFETY

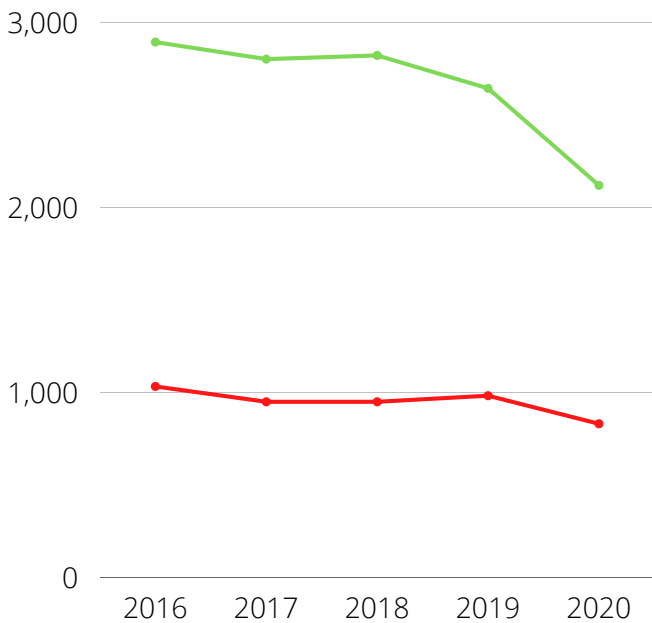
If we accept as a community that we are not willing to sacrifice safety for speed and convenience, then correcting these past design decisions become simply a matter of how fast they can be implemented and tracking the data to ensure measures are working. Our data allow us to track changes in traffic crash patterns and that means sometime we will need to add or remove streets from the HIN. This year we are adding West Rd. due to the occurrence of a fatal crash there in the summer of 2020 and the fact that it shares many of the same design features as other HIN Streets.

## The High Injury Network

Street	Concerns & Causes	Key
Eastern Shore Dr.	1, 2, 3, 4, 5, 6, 7	<ul style="list-style-type: none"> <li>1 - Crash History</li> <li>2 - Fatal/Serious Crashes</li> <li>3 - Excessive Speeds</li> <li>4 - Overdesigned/Excessive Lane Space or Width</li> <li>5 - Frequent Conflicts</li> <li>6 - Residential Area Street designed for Throughput over Safety</li> <li>7 - Lack of safe bike/ped features</li> </ul>
Carroll St.	1, 2, 3, 4, 5, 7	
Waverly Dr.	1, 2, 3, 4, 5, 6	
Church St.	1, 3, 4, 5, 6, 7	
Truitt St	1, 3, 4, 5, 6, 7	
Naylor St	1, 3, 4, 5, 6, 7	
Isabella St	1, 3, 4, 5, 6	
E. Main St.	1, 2, 3, 4, 5, 7	
Lake St.	1, 3, 4, 5, 6	
Delaware Ave.	1, 3, 4, 5, 7	
W. Main St.	1, 3, 4, 5	
Fitzwater Dr.	1, 2, 3, 4, 5, 6	
Mill St.	1, 2, 3, 7	
Riverside Dr.	1, 2, 3, 4, 5, 6	
Camden Ave.	1, 2, 3, 5, 6, 7	
South Blvd.	1, 2, 3, 4, 5, 6, 7	
College Ave	1, 2, 3, 4, 5, 6, 7	
Naylor Mill Rd.	1, 2, 3, 4, 5, 7	
Northwood Dr.	1, 3, 4, 5, 7	
West Rd. (NEW)	1, 2, 3, 4, 5, 6, 7	

## REDUCE CRASHES

# OVERALL CRASHES ARE DOWN IN SALISBURY



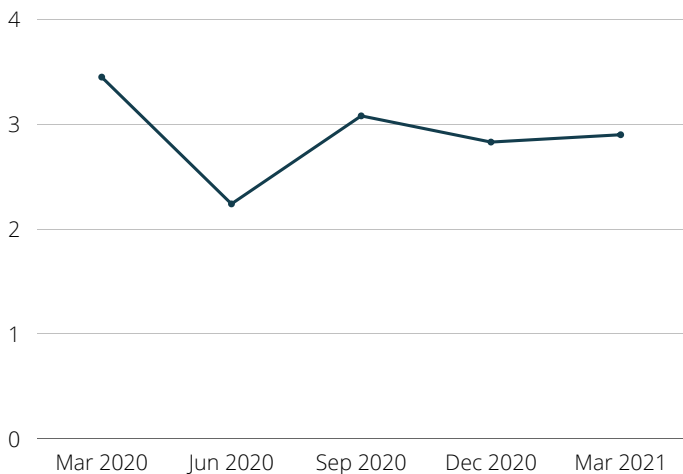
Overall crashes in the City are down. When all crashes recorded in Salisbury are graphed (left) the downward trend, and sudden drop in 2020 are visible. Unfortunately, the gap between overall crashes and injury producing crashes is narrowing; less crashes, but the crashes that are occurring are more dangerous. With the City first Vision Zero pilot efforts beginning in 2018, it should be noted that the drop in overall crashes roughly coincides with the first coordinated City effort to increase safety across the entire transportation system.

Overall Crashes  
Crashes with some level of injury

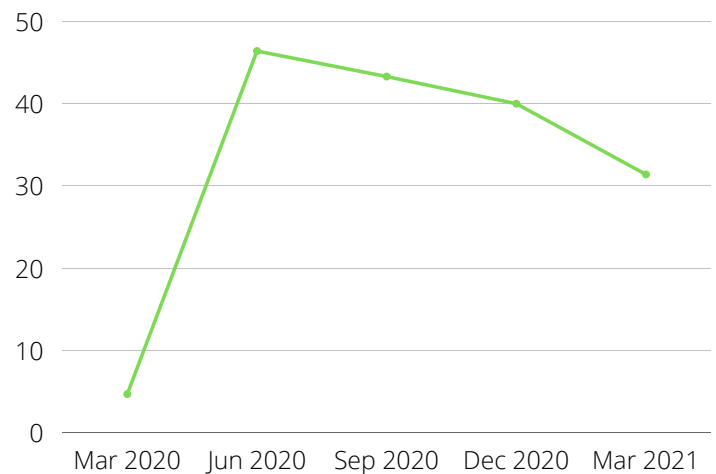
## REDUCE VMT

# OVERALL DECLINE IN VMT

Wicomico County VMT (in millions) over 2020



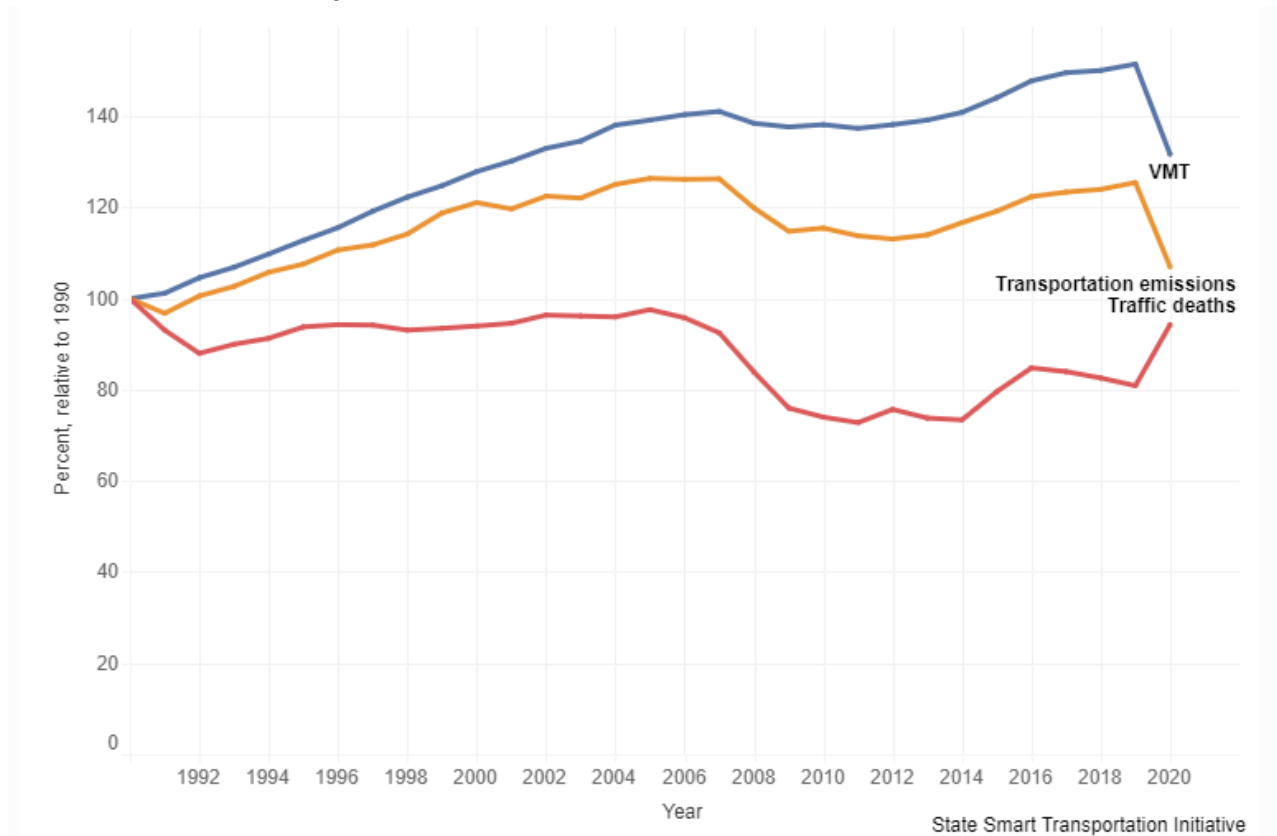
Work from Home in Wicomico County by Percent of Population



The Pandemic related shut downs had drastic effects on Vehicle Miles Traveled (VMT). While the greatest reduction are almost certainly not permanent - we've already seen rebounds - it is likely that some of the reductions will continue. According to transportation data firm Streetlight Data, March 2, 2021 saw approximately 2.9 million VMT, or an approximately 16% reduction over the same day in March the previous year, right before the first shut downs which saw about 3.46 million VMT. Correspondingly, data from the University of Maryland's CATT Lab saw a sustained 26.7% increase in remote work in Wicomico County, initially being even higher at the height of the shutdowns.

# NATIONAL DATA PROVES NEED FOR SAFE SYSTEMS DESIGN

Recently, data from the State Smart Transportation Initiative that was tracking VMT nationally versus crashes was released; this data further proves that Safe Systems Design is a necessity. While we have known for a decades that a decrease in VMT corresponded with a decrease in crashes - less cars, less crashes - practitioners and advocates have long theorized that if VMT dropped too far and congestion was completely eliminated, our overbuilt and overwide street system would encourage more speeding leading to more violent crashes and higher deaths. The graph below shows how correct they were.

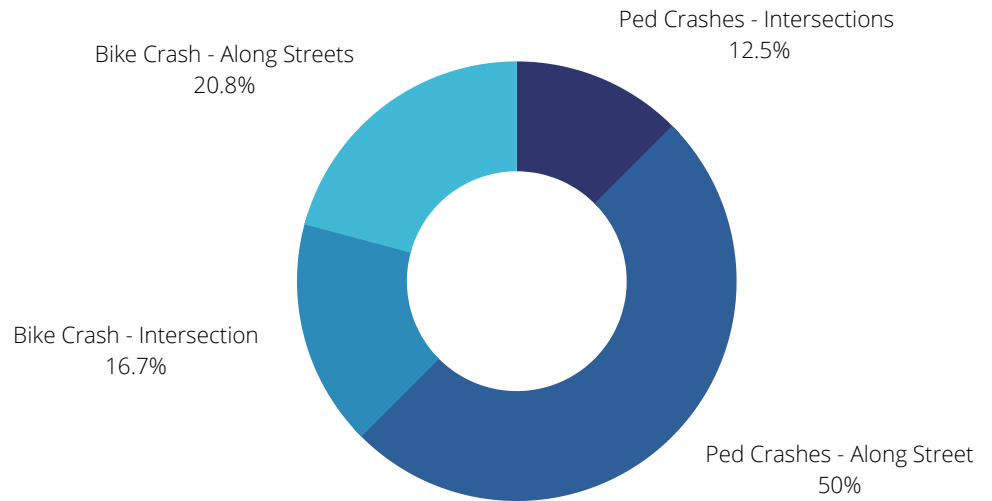


Once VMT dropped enough that traffic was able to free-flow at will, drivers sped up and a drastic increase in fatalities occurred as was noted in earlier sections. Regardless of speed limits or enforcement they tragedies continued to occur and accelerated. To counteract this a Safe Systems design approach must be used that calms traffic, separates modes of travel and ensures safety.

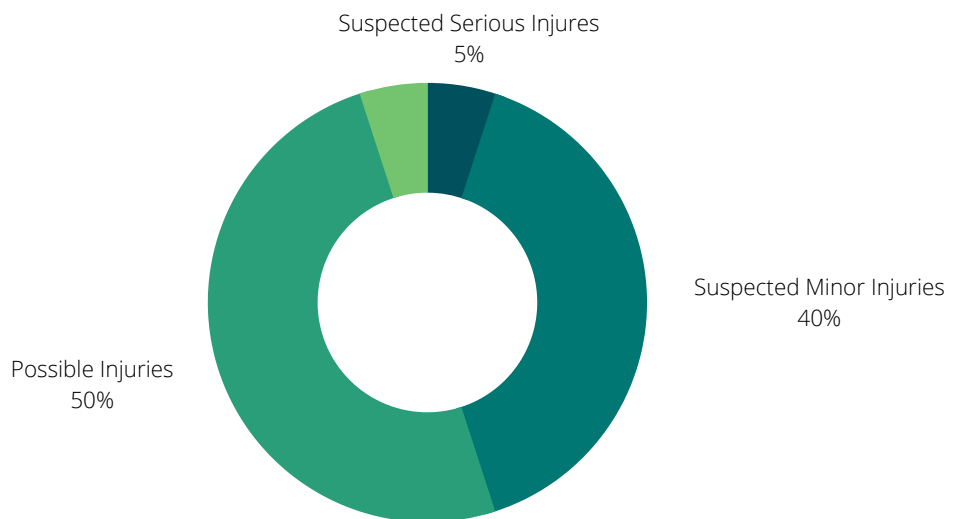
# CRASH BREAKDOWNS

Official crash statistics from the State of Maryland for 2020 are not yet available, however, the City has official 2019 numbers and can piece together rough statistics from 2020 using City Police data. It is possible these numbers could change slightly by next year's report, reflecting a true validation of the data, but for the time being, the numbers to the right and below are reasonably accurate. The numbers shown reflect a combined value of known pedestrian and bike crashes from 2019 and 2020 on City Streets only. Roads under the jurisdiction of the State are not reflected here

Where Ped/Bike Crashes Occur 2019/2020



Severity of Known Ped/Bike Crashes 2019/2020



# CRASH BREAKDOWN



It generally takes the City's data sources a full year to aggregate the crash records of the prior year - as such any data less than a year old can be incomplete. Below is a list of known fatal and serious crashes from 2019 and 2020 that occurred on City Streets and what we are doing about it. If additional crash data comes in revealing more serious and fatal crashes, Staff will develop countermeasures for those as well that will be reported.

Crash Location	Type	Resolution
Carrollton St. near Roger St (2019)	Fatal - Motorcycle - loss of control due to speed	Traffic Calming under evaluation for neighborhood
West Rd. at Manoa Blvd. (2020)	Fatal - Bicycle - Struck by overtaking vehicle	West Rd added to HIN, West Rd Protected Bike Lane and Sidewalks prioritized
Nanticoke Rd near Pemberton Dr. (2020)	Serious - Bicycle - Struck by turning vehicle	Nanticoke Rd is a State Route; coordination made with MDOT-SHA to design better walking/biking facilities on road
Various US 13/US 50 Crashes (2019-2020)	Serious/Fatal - On state routes in City	City does not hold jurisdiction on state routes but works with MDOT-SHA regularly to advocate and support changes - Early plans in development for making US13 Business safer and more walking friendly



LOOKING FORWARD

# TRENDS AND CONCLUSION

#### PROVIDING OPTIONS

## RETURN OF MICROMOBILITY

Shared Micromobility, better known as Bike or Scooter Share is scheduled to make a comeback in FY 22. Shared micromobility provides a low-barrier to entry transportation options for all users of the transportation network. Bikes and scooters can be used to finish the last mile of a transit trip, move the 1.3 miles between Downtown & SU expeditiously or go out for a stress-free night on the town. It is expected that these travel mode will increase demand on the Active Transportation network and agreements have been put in place with operators guaranteeing the City access to anonymous user data so that we can use it to prioritize safety improvements.



#### EXPANDING WALKING & BIKING

## INCREASE IN WALKING/BIKING

There has been a massive increase in walking and biking in FY 21 as residents have had more time to embark on such activities this past year combined with the increased build-out of safe infrastructure for such activities which has encouraged more people to take up outdoor recreation and active commuting.

Preliminary data nationwide has small and mid-size cities, like Salisbury, posting the largest gains in walking in biking. This is backed up by local anecdotes; residents and staff are reporting seeing more bikes on the street and people walking than ever before. Lastly, the City has access to fitness app data networks that provide governments with anonymized usage data that those users freely share. While the users represent a fairly small subset of the population studies by the US Census Bureau have confirmed that the data corresponds to what they are able to record in the American Community Survey. In short, this data shows a local increase in walking/biking of over 50%

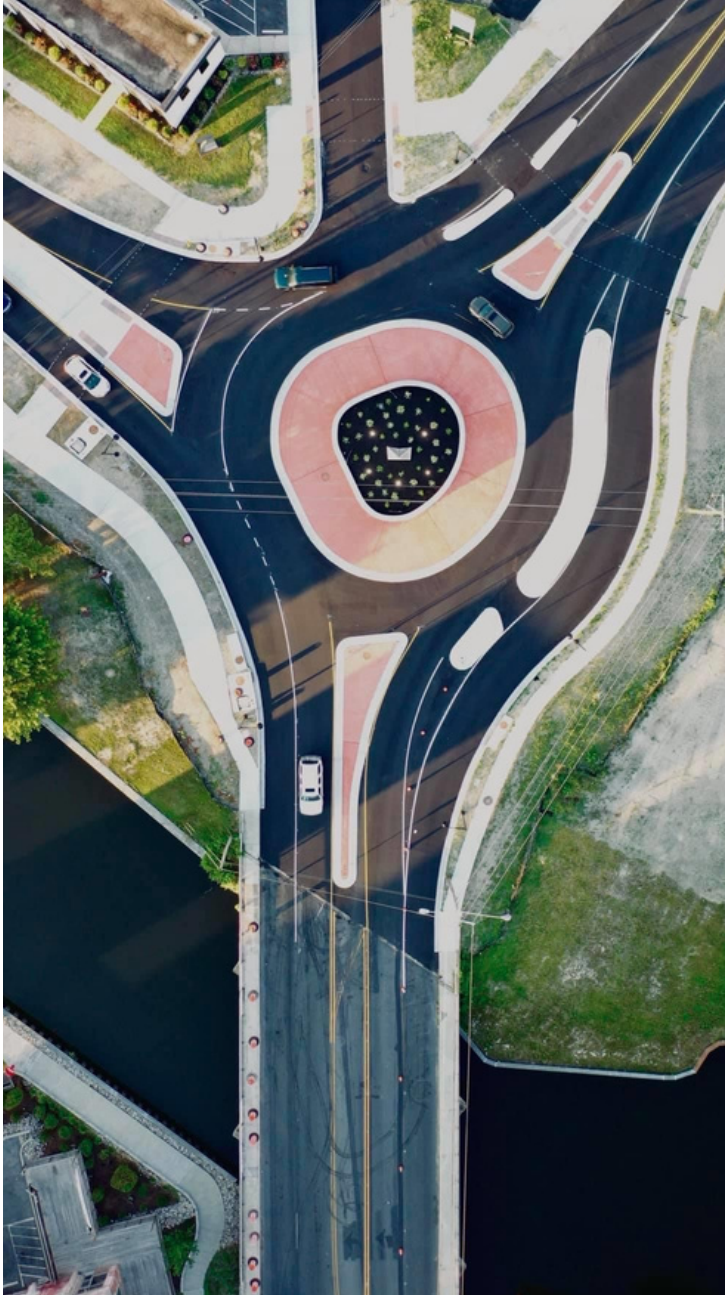


#### EMERGING TREND

## RISE OF E-BIKES AND E-SCOOTERS

Biking in general not only saw a double-digit increase in FY 2021, so did the purchase and use of e-bikes and e-scooters. While there are some safety concerns circulating over electrified bikes in the open media, these are largely unfounded; most e-bikes are capped at either 20 MPH or 28 MPH (dependent upon their class) and have been statistically shown to be of no greater risk than standard bikes. Rather e-assisted mobility is giving people who would otherwise be unable to ride - due to disability, injury or other infirmity - the ability to be active and opening up a new world of mobility options, including cargo bikes. With studies showing that 50% of e-bike trips replaced what would have been a car trip, electrically assisted mobility should be embraced and encouraged.

# IN CLOSING



In the last year, City staff have been busy, despite the Pandemic and budget cuts, implementing the Vision Zero Action Plan. The City's speed limits have been reviewed, projects have entered design, projects have been implemented or begun construction and a steady stream of progress has been made against the tide of rising traffic deaths. In the next year, the City will continue to carry out the Action Plan by reaching out into the community, identifying trouble areas and helping the public understand the risks of the transportation network. This will ultimately manifest with an update to the Bike Masterplan coming in the next 12 months. The City will seek public input to identify trouble areas, address concerns and expand the plan beyond just biking to incorporate walking, transit and other mobility options as well, creating the City's first Active Transportation Masterplan. This update will seek input from communities that have historically missed such opportunities before in our City; residents of the West Side, Church Street and Presidents-Princeton Neighborhoods and University Students.

Salisbury brought Vision Zero to our community for a simple reason; no life needs to be lost on our streets. While decades-old design decisions have led to our communities being oriented around the automobile, and countless lives lost, we know that it can be stopped. Cities around the world that embarked on Vision Zero efforts before us have begun to near that achievement; Helsinki and Oslo both eliminated all but one fatality each in their cities in 2019. While Salisbury has made progress on safety in the last year, we are far from the success of either of those cities, and farther from being done. The deaths of so many of our neighbors cannot be undone; their absence has scarred our community forever. While we cannot bring them back we remember them as we push forward towards Zero.

# APPENDIX I - GRANT FUNDING SUMMARY

Funding for Vision Zero projects comes from a variety of sources. While the City has contributed some dedicated funding in the upcoming fiscal year, much of the funding also comes from grants. The City pursues transportation grants in order to maximize the impact of local dollars. While grants rarely pay the full cost of a project, they typically pay up to 80% of total costs.

Rail Trail, Phase 7b Construction - \$722,522.83 (Finalizing Design)

Northwest Bikeways Network, Phase 1 - \$100,000 (In progress)

W College Ave Bikeways Design - \$29,608.00 (In progress)

Rail Trail, Phase 1 Design - \$125,957.60 (In progress)

Additionally, the City is pursuing the following Grants Currently:

Carroll Street Green Stormwater - \$100,000

Carroll Street Protected Bike Lane Construction - \$400,000

Eastern Shore Drive Promenade Design - \$224,000

Northwest Bikeways, Phase 2 - \$100,000


Citywide Bike Network Design - \$597,024.00



[www.salisbury.md](http://www.salisbury.md)



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator  
From: Amanda Pollack, P.E., Director of Infrastructure and Development   
Date: June 2, 2021  
Re: Resolution – The Ross/First Move Comprehensive Connection Charges Waiver

---

Attached is a letter from First Move Properties, LLC dated May 29, 2021 which requests consideration for a waiver of Comprehensive Connection Charges for the redevelopment of 130, 132 and 144 East Main Street, which is known as The Ross. The total request is for a waiver of 104 EDUs. At the current Comprehensive Connection Charges rate of \$3,710, the waiver request is equivalent to \$385,840.00.

The properties were previously granted Capacity Fee waivers via Resolution Nos. 2883, 2924 and 2988, which totaled 91.84 EDUs. Two of those resolutions have expired. Additionally, the EDU Incentive Area program was replaced and modified via Ordinance No. 2611. This requests will void the previous approvals and will fall under the criteria established via Ordinance No. 2611.

Infrastructure and Development has evaluated the eligibility of this project for the waiver program. The project location is within the Central Business Zoning District and will consist of redevelopment that is not eligible for an affordable housing waiver. The project does or will comply with all other necessary criteria and will provide public benefits.

Attached is a Resolution for consideration to waive the Comprehensive Connection Charges associated with the development of 130, 132 and 144 East Main Street. After review of the request, Infrastructure and Development recommends approval. If this 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.

**FIRST MOVE PROPERTIES, LLC**

**P.O. Box 4365**

**Salisbury, MD 21803**

May 29, 2021

City of Salisbury, Maryland  
Department of Infrastructure & Development  
Attn: Amanda H. Pollack, DID., Director (apollack@salisbury.md)  
125 N. Division Street, Room 202  
Salisbury, Maryland 21801

*Re: First Move Properties, LLC's Request for Capacity Fee Waiver;  
Redevelopment of 130 E. Main Street, Salisbury, Maryland 21801 (Map 0107,  
Grid 0015, Parcel 0855) 132 E. Main Street, Salisbury, Maryland 21801 (Map  
0107, Grid 0015, Parcel 0856) and 144 E. Main Street, Salisbury, Maryland  
21801 (Map 0107, Grid 0015, Parcel 858 and 878) (Referred to collectively as  
the "Project")*

Dear Ms. Pollack:

On behalf of First Move Properties, LLC ("First Move"), please accept this letter as First Move's formal request to the City of Salisbury for waiver of **103.16 Equivalent Dwelling Units ("EDU's")** associated with the Project's redevelopment.

On March 11, 2019, the City Council approved Resolution No. 2924, authorizing the Capacity Fee of the City's Comprehensive Connection Charge to be waived for First Move's 130 and 132 E. Main Street redevelopment. Specifically, Resolution No. 2924 approved the waiver of 58.22 EDU's for First Move's redevelopment of 130 and 132 E. Main Street. Additionally, on January 13, 2020, the City Council approved Resolution No. 2988, authorizing the Capacity Fee of the City's Comprehensive Connection Charge to be waived for First Move's 144 E. Main Street redevelopment. Specifically, Resolution No. 2988 approved the waiver of 35 EDU's for First Move's 144 E Main Street redevelopment.

Over the past year, First Move delayed construction on the Project because of the Coronavirus Pandemic. At this time, First Move has made plans to start construction in the fall of 2021 and requests the City of Salisbury waive the capacity fees related to the redevelopment of the Project, pursuant to Ordinance No. 2611.

**FIRST MOVE PROPERTIES, LLC**

**P.O. Box 4365**

**Salisbury, MD 21803**

First Move estimates a total of 103.16 EDUs are needed for the Project. First Move is eligible for a waiver of the Capacity Fees because the Project is located within the incentive area and the Project complies with Ordinance No. 2611, Section 13.04.120, Letter A, Number 6 for the following reasons:

- 1) **Public street-scaping element:** The Project will become the tallest building in the City of Salisbury and will provide a new landmark in the heart of Downtown Salisbury. (Rendering attached)
- 2) **Public Amenity:** The Project includes a public courtyard between the two buildings where the old Chamber of Commerce parking lot was located. The courtyard will be complete with gardens and outdoor seating for everyone to enjoy (Rendering attached).
- 3) **Sustainable Green Building Practices:** The Project utilizes sustainable building practices.
  - a. Materials from the three existing buildings were recycled during the demo process.
  - b. Energy-efficient LED lighting, HVAC equipment, and windows will be utilized throughout the property.

Therefore, in accordance with the provisions of Section 13.04.110 of the City Code, First Move respectfully requests the City waive the Capacity Fees of \$364,464.28 assessed for all 103.16 EDUs needed for First Move's development of the Project.

If City staff has any questions or needs additional information regarding the matters addressed in this correspondence, please do not hesitate to contact me. On behalf of First Move, thank you for your time and consideration of this request.

Sincerely,



Nicholas Simpson,  
First Move Properties, LLC

**FIRST MOVE PROPERTIES, LLC**

**P.O. Box 4365**

**Salisbury, MD 21803**

The Project EDU Calculation:

Residential Units: 105 = 105 EDU's

Office: 1500sqft = .54 EDU's

**Sub-Total: 105.54 EDU's**

Less credits for existing EDU's:

132 E. Main: 1.38 EDU's

144 E. Main: 1 EDU

**Total Credits: 2.38 EDU's**

Grand Total:

New EDU's 105.54 – Credits 2.38 EDU's = **103.16 Total New EDU's**

103.16 EDU's \* \$3,533 Unit Fee = **Total Cost \$364,464.28**

**FIRST MOVE PROPERTIES, LLC**  
**P.O. Box 4365**  
**Salisbury, MD 21803**

**Rendering 1:**



**Rendering(s) 2:**



1 RESOLUTION NO. \_\_\_\_\_

2  
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND WAIVING THE  
4 CITY'S COMPREHENSIVE CONNECTION CHARGE FOR ONE HUNDRED AND  
5 FOUR (104) EQUIVALENT DWELLING UNITS ALLOCATED TO THE  
6 REDEVELOPMENT OF 130 EAST MAIN STREET, 132 EAST MAIN STREET AND 144  
7 EAST MAIN STREET.

8  
9 WHEREAS, the City of Salisbury, Maryland (the "City") seeks to encourage  
10 development and redevelopment in specified areas of the City, to include the Central Business  
11 Zoning District and the Riverfront Redevelopment Zoning District; and

12  
13 WHEREAS, the City has long recognized that fee waivers are an effective method of  
14 encouraging such development and redevelopment and historically has enacted ordinances  
15 which set forth criteria for such waivers; and

16  
17 WHEREAS, on August 10, 2020, the City Council enacted Ordinance No. 2611  
18 replacing, modifying and clarifying the criteria for eligibility for a waiver of the  
19 Comprehensive Connection Charge; and

20  
21 WHEREAS, First Move Properties, LLC is actively redeveloping properties located  
22 at 130 East Main Street, 132 East Main Street and 144 East Main Street (hereinafter the "Ross  
23 Project"); and

24  
25 WHEREAS, the Ross Project was previously granted connection fee waivers in  
26 Resolution Nos. 2883, 2924 and 2988, of which two Resolutions have expired and the third  
27 Resolution has been made obsolete by the replacement and modifications set forth in  
28 Ordinance No. 2611; and

29  
30 WHEREAS, the Ross Project requires a total of One Hundred and Four (104)  
31 Equivalent Dwelling Units ("EDUs") of water and sewer service; and

32  
33 WHEREAS, the current Comprehensive Connection Charge for one (1) EDU is  
34 \$3,710.00; and

35  
36 WHEREAS, the total Comprehensive Connection Charge for One Hundred Four  
37 (104) EDUs is \$385,840.00; and

38  
39 WHEREAS, First Move Properties, LLC has requested a waiver of the total  
40 Comprehensive Connection Charge for the Ross Project; and

41  
42 WHEREAS, the Ross Project meets the waiver eligibility criteria set forth in  
43 Ordinance No. 2611 in that: 1) the Ross Project is located within the Central Business Zoning  
44 District; 2) the Ross Project constitutes new development and/or revitalization of an existing  
45 building; 3) the Ross Project does not receive a capacity fee waiver for public sponsored or  
46 affordable housing; 4) the Director of Infrastructure confirms that the Ross Project complies,  
47 or will comply, with all applicable zoning and building code criteria, stormwater management  
48 code and all requirements of the Salisbury Historic District Commission, 5) the Ross Project  
49 meets the objectives identified in the Envision Salisbury Master Plan adopted via Resolution

No. 2600 dated March 17, 2016, as amended; and 6) the Ross Project provides a public benefit by constructing public street-scaping elements and public amenities; and

WHEREAS, the Director of Infrastructure and Development has recommended the waiver and submitted the allocation and waiver request to the Mayor for approval, which approval has been granted; and

WHEREAS, pursuant to Ordinance No. 2611, this Resolution is now ripe for review and approval by the City Council.

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

Section 1. The City's Comprehensive Connection Charge for One Hundred and Four (104) EDUs allocated to the Ross Project is waived for so long as the Ross Project continues to meet the criteria set forth in Ordinance No. 2611; and

Section 2. In the event the Ross Project at any time fails to meet the criteria set forth in Ordinance No. 2611, the City reserves the right to seek payment for the Comprehensive Connection Charge waived herein; and

Section 3. This Comprehensive Connection Charge waiver is valid for two (2) years from the time of the signing of this Resolution; and

Section 4. The herein waiver may be extended for two (2) one-year terms, if approved in writing by the Director of Infrastructure and Development prior to the expiration of the term; and

Section 5. The Director of Infrastructure and Development may refuse to grant a requested extension if the Director of Infrastructure and Development finds that the property owner is not making good faith efforts to complete the project; and

Section 6. The herein waiver is assigned to the Ross Project and to the properties located at 130 East Main Street, 132 East Main Street, and 144 East Main Street and cannot be transferred by the recipient; and

Section 7. This Resolution voids and supersedes the entirety of the previously approved connection fee waivers set forth in Resolutions 2883, 2924 and 2988.

THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on \_\_\_\_\_, 2021 and is to become effective immediately upon adoption.

ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

\_\_\_\_\_  
Jack R. Heath  
PRESIDENT, City Council

99 APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021  
100  
101  
102 \_\_\_\_\_  
103 Jacob R. Day  
104 MAYOR, City of Salisbury



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator  
From: Amanda H. Pollack, P.E., Director of Infrastructure and Development  
Date: June 2, 2021  
Re: Resolution – The Ross/First Move Properties Agreement for soils

---

Attached is Resolution No. 2989 which authorized the Mayor to enter into an agreement with First Move Properties, LLC to use excess soil at the WWTP for redevelopment of 130, 132 and 144 East Main Street. The dates in the agreement have expired, therefore attached is a revised agreement for consideration. The agreement defines the terms for which the City will provide excess soil to be used at the proposed development. A soil stockpile was created during the construction at the Wastewater Treatment Plant. The soil is not needed at the WWTP, although it can be used by any City Department. The soil would provide benefit to developers. Since the City seeks to encourage development and redevelopment in the Central Business District, we recommended providing excess fill to First Move Properties, LLC per the terms of the agreement. Any remaining soil could be offered to other developers and projects on a first come, first serve basis, as appropriate.

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

RESOLUTION No. 2989

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FIRST MOVE PROPERTIES, LLC TO ALLOW THE USE OF SOIL LOCATED AT THE CITY'S WASTEWATER TREATMENT PLANT FOR THE REDEVELOPMENT OF 130 EAST MAIN STREET, 132 EAST MAIN STREET AND 144 EAST MAIN STREET.

WHEREAS, the City seeks to encourage development and redevelopment in the Central Business District, the Riverfront Redevelopment Area and the Enterprise Zone; and

WHEREAS, 130 East Main Street, 132 East Main Street and 144 East Main Street are located in the Central Business District; and

WHEREAS, the purpose of this agreement is to share resources to assist in the development of these parcels; and

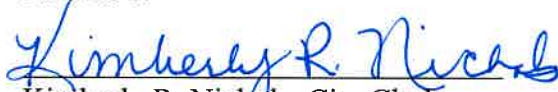
WHEREAS, the City has excess soil stockpiled at the Wastewater Treatment Plant; and

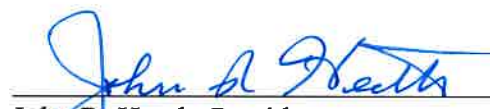
WHEREAS, the City desires to enter into the attached Memorandum of Understanding to specify the requirements for the owner/developer to have access to the City's stockpiled soil.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the Mayor is authorized to sign and enter into the attached Memorandum of Understanding with First Move Properties, LLC.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on January 13, 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:

21<sup>st</sup> day of JANUARY, 2020

  
Jacob R. Day, Mayor

# AGREEMENT

AN AGREEMENT BETWEEN THE "PARTIES"; FIRST MOVE PROPERTIES, LLC, "DEVELOPER", AND THE CITY OF SALISBURY, "CITY";

WHEREAS, CITY seeks to encourage development and redevelopment in the Central Business District, the Riverfront Redevelopment Area and the Enterprise Zone; and

WHEREAS, to support the redevelopment of said areas, CITY has made available soil located at the Wastewater Treatment Plant at no charge to be used exclusively at the property described herein as 130 East Main Street, 132 East Main Street and 144 East Main Street in Salisbury, Maryland.

NOW, THEREFORE, DEVELOPER agrees to all of the provisions set forth herein for use of the soil.

DEVELOPER will load on site, and transport the soil to be used exclusively at the property described herein.

DEVELOPER will utilize his own equipment to load and transport the soil.

DEVELOPER may leave equipment at the WWTP at its own risk.

DEVELOPER may access the soil stockpile at the WWTP between the hours of 8 am and 3 pm on weekdays only.

DEVELOPER will adhere to all regulations governing sediment and erosion control measures.

DEVELOPER will begin soil pickup no later than June 1, 2020, will check-in each day with City personnel at the gate, and will record each load removed and the amount of soil removed.

DEVELOPER will complete soil transport and commence site work no later than December 31, 2020.

DEVELOPER will obtain a certificate of occupancy no later than August 15, 2021.

Failure to meet the prescribed timeline may result in a charge for the soil at a cost of \$65 per square yard, payable to the City of Salisbury no later than 30 days after missing any one or more of the deadlines.

DEVELOPER takes and accepts all soil "AS IS." CITY makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the soil provided, including any environmental representations or guarantees of any kind that the soil is adequate for DEVELOPER'S needs. DEVELOPER is not entitled to any payment for any losses or damages tied in any way to the soil.

DEVELOPER shall indemnify, defend and save harmless CITY and its officers, employees and agents from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way

connected with any injury to any person or damage to any property or any loss to CITY or third parties occasioned in any way with the soil, including by hazardous substances originating or tied to the soil or its use by DEVELOPER. This indemnity specifically includes the obligation of DEVELOPER to perform any remedial or other activities required or ordered by any properly empowered government official, or otherwise reasonably necessary to avoid injury or liability to any person or to prevent the spread of pollution, originating thereon. DEVELOPER shall perform all such work in its own name in accordance with applicable law, as herein defined.

The PARTIES may terminate this agreement at any time by providing written notice of said termination.

If terminated by DEVELOPER, DEVELOPER will pay City for all soils removed.

NOW, THEREFORE, BE IT RESOLVED that the PARTIES agree to the above provisions of Memorandum of Understanding.

ATTEST:

Developer

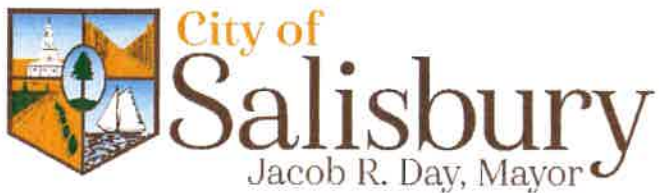
City of Salisbury

\_\_\_\_\_  
Nick Simpson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jacob R. Day  
Mayor

\_\_\_\_\_  
Date



To: Julia Glanz, City Administrator  
From: Amanda H. Pollack, P.E., Director of Infrastructure and Development  
Date: December 5, 2019  
Re: Resolution – First Move Properties MOU for soils

AP

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Attached is a letter from First Move Properties, LLC dated November 5, 2019 requesting to use excess soil for redevelopment of a property. Attached is the Memorandum of Understanding between the City and First Move Properties, LLC, the developers of 130, 132 and 144 East Main Street. The MOU is for the City to provide excess soil to be used at the proposed development. A soil stockpile was created from the construction at the Wastewater Treatment Plant. The soil is not needed at the WWTP. The soil would provide benefit to the development. Since the City seeks to encourage development and redevelopment in the Central Business District, we recommended providing excess fill to First Move Properties, LLC per the terms of the MOU.

The soil stockpile may also be used by the City for our own purposes. Any soil remaining could be offered to other developers and projects as appropriate.

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

**FIRST MOVE PROPERTIES, LLC**

**P.O. Box 4365  
Salisbury, MD 21803**

November 5, 2019

City of Salisbury, Maryland  
Department of Infrastructure & Development  
Attn: Amanda H. Pollack, P.E., Director (apollack@salisbury.md)  
125 N. Division Street, Room 202  
Salisbury, Maryland 21801

**Re: First Move Properties, LLC's Request for Soil;  
Redevelopment of 144 E. Main Street, Salisbury, Maryland 21801 (Map 0107, Grid  
0015, Parcel 858 and 878), 130 E. Main Street, Salisbury, Maryland 21801 (Map  
0107, Grid 0015, Parcel 0855), and 132 E. Main Street, Salisbury, Maryland 21801  
(Map 0107, Grid 0015, Parcel 0856). Referred to collectively as the "Property"**

Dear Ms. Pollack:

On behalf of First Move Properties, LLC ("First Move"), please accept this letter as First Move's formal request to the City of Salisbury for excess soil located at the Wastewater Treatment Plant for First Move's redevelopment the Property. First Move will provide all necessary equipment to load and transport the soil and will exclusively use the material at the Property.

First Move proposes to begin pickup of the soil no later than June 1, 2020 and complete the transport no later than December 31, 2020 and expects to receive a Certificate of Occupancy for the redevelopment of the Property by August 15, 2021.

During the transportation process First Move representatives will check-in each day with city personnel at the Wastewater Treatment Plant and will record each load removed to ensure no more than 3,200 tons of soil is transported to the Property.

If City staff has any questions or needs additional information regarding the matters addressed in this correspondence, please do not hesitate to contact me. Thank you for your time and consideration of this request.

Sincerely,



Nicholas Simpson,  
First Move Properties, LLC

1 RESOLUTION No. \_\_\_\_\_  
2

3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE  
4 MAYOR TO ENTER INTO AN AGREEMENT WITH FIRST MOVE PROPERTIES, LLC TO  
5 ALLOW THE USE OF SOIL LOCATED AT THE CITY'S WASTEWATER TREATMENT  
6 PLANT FOR THE REDEVELOPMENT OF 130 EAST MAIN STREET, 132 EAST MAIN  
7 STREET AND 144 EAST MAIN STREET.  
8

9 WHEREAS, the City of Salisbury, Maryland (the "City") seeks to encourage development  
10 and redevelopment in the Central Business District, the Riverfront Redevelopment Area and the  
11 Enterprise Zone; and  
12

13 WHEREAS, the City recognizes sharing available resources can assist in such  
14 development and redevelopment; and  
15

16 WHEREAS, the City has excess soil stockpiled at the Wastewater Treatment Plant; and  
17

18 WHEREAS, First Move Properties, LLC is actively redeveloping properties located in the  
19 Central Business District and known as 130 East Main Street, 132 East Main Street and 144 East  
20 Main Street; and  
21

22 WHEREAS, First Move Properties, LLC has indicated that soil from the Wastewater  
23 Treatment Plant would be a useful resource in its redevelopment of the aforementioned properties;  
24 and  
25

26 WHEREAS, in efforts to encourage this redevelopment, the City desires to enter into the  
27 attached Soil Agreement setting forth the conditions upon which First Move Properties, LLC can  
28 access the City's stockpiled soil.  
29

30 NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF  
31 SALISBURY, MARYLAND as follows:  
32

33 Section 1. First Move Properties, LLC will be permitted to use and retain soil from the  
34 stockpile at the City's Wastewater Treatment Plant in accordance with the terms and  
35 conditions set forth in the Soil Agreement attached hereto and incorporated as if fully  
36 set forth herein.  
37

38 Section 2. The Mayor is authorized to execute and enter into the attached Soil  
39 Agreement on behalf of the City.  
40

41 Section 3. Execution and entry into the Soil Agreement by First Move Properties, LLC  
42 is a material condition of the City's grant of use and retention of the soil referenced  
43 herein, and First Move Properties, LLC's failure or refusal to execute and enter into the  
44 Soil Agreement shall invalidate this Resolution.  
45  
46  
47

48           THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury  
49 held on \_\_\_\_\_, 2021, and is to become effective immediately upon adoption.  
50

51  
52 ATTEST:  
53

54 \_\_\_\_\_  
55 Kimberly R. Nichols, City Clerk  
56

\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council  
57

58 APPROVED BY ME THIS:  
59

60 \_\_\_\_\_ day of \_\_\_\_\_, 2021  
61

62 \_\_\_\_\_  
63 Jacob R. Day, Mayor  
64

## SOIL AGREEMENT

**THIS SOIL AGREEMENT (“Agreement”)**, is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between *City of Salisbury*, a Maryland municipal corporation (the “**City**”), and *First Move Properties, LLC*, a Maryland limited liability company (“**First Move Properties**”) (First Move Properties is hereinafter sometimes referred to as the “**Developer**”) (the City and First Move Properties are hereinafter referred to collectively as the “**Parties**”).

### **RECITALS**

**WHEREAS**, the seeks to encourage development and redevelopment in the Central Business District, the Riverfront Redevelopment Area and the Enterprise Zone; and

**WHEREAS**, to support the development and redevelopment of said areas, the City has offered the use and retention of available soil stockpiled at the Wastewater Treatment Plant (hereinafter the “**Soil**”), subject to the terms and conditions of this Agreement; and

**WHEREAS**, Developer is actively redeveloping properties located in the Central Business District and known as 130 East Main Street, 132 East Main Street and 144 East Main Street (hereinafter referred to as the “**Premises**”); and

**WHEREAS**, Developer desires to use and retain a quantity of the Soil in furtherance of the redevelopment of the Premises; and

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

#### **1. Effective Date & Term.**

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

(b) The “**Term**” of this Agreement shall commence on the Effective Date and shall continue until Developer obtains a Certificate of Occupancy for the Premises, unless earlier terminated in accordance with the terms and conditions set forth herein.

**2. Warranties and Obligations of the City:** The City does hereby warrant and agree for the benefit of Developer as follows:

(a) Beginning immediately, the City shall allow Developer to access, use and retain the Soil stockpiled at the Wastewater Treatment Plant.

(b) Except in the event of default of this Agreement, the City shall provide access, use and retention of the Soil at no cost to Developer.

(c) The City makes no representation or warranty as to the quality or quantity of the Soil. The City shall offer the Soil to interested Developers on a first-come first-served basis.

**3. Warranties and Obligations of the Developer.** The Developer does hereby warrant and agree for the benefit of the City as follows:

(a) Developer shall use the Soil exclusively for the redevelopment of the Premises.

(b) Developer shall be responsible for loading and transporting the Soil, which work shall be performed solely with Developer’s equipment. Developer may leave equipment at the Wastewater Treatment Plant at its own risk, and only with the permission of the Director of Water Works.

(c) Developer shall access the soil between the hours of 8a.m. and 3p.m. on weekdays only.

(d) Developer shall adhere to all applicable laws and regulations governing sediment and erosion control measures.

(e) Developer shall begin transport of the Soil no later than August 1, 2021.

(f) Upon arrival at the Wastewater Treatment Plant each day, Developer shall check in with City personnel at the gate and shall record the number of loads and volume of Soil removed.

(g) Developer shall complete Soil transport and commence site work no later than March 1, 2022.

(h) Developer shall obtain a Certificate of Occupancy no later than September 30, 2023.

(i) If Developer fails to adhere to the requirements and/or timeline set forth in this Paragraph 3, Developer shall pay the City Sixty-Five Dollars (\$65.00) per square yard of Soil removed as of the date of such default. This payment shall be made within thirty (30) days of the date of such default.

(j) Developer takes and accepts all Soil "AS IS." Developer agrees that the City makes no warranty, guaranty or representation of any kind, express or implied, as to the merchantability or fitness for any purpose of the Soil, including any environmental representations or guarantees of any kind that the Soil is adequate for Developer's needs. Developer agrees it is not entitled to any payment for any losses arising in any way from the Soil.

(k) Developer releases, indemnifies, defends and saves harmless the City and its officers, employees and agents from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, whether known or unknown, including interest and attorneys' fees, in any way connected to any injury to any person, including death, or damage to any property or any loss to the City or third parties arising from the Soil, including by hazardous substances originating or tied to the Soil or its use by Developer. This release and indemnity specifically include the obligation of Developer to perform any remedial or other activities required or ordered by any properly empowered government official, or otherwise reasonably necessary to avoid injury or liability to any person or to prevent the spread of pollution originating thereon. Developer shall perform all such work in its own name in accordance with applicable laws.

#### **4. Termination.**

(a) The parties may terminate this Agreement at any time by providing written notice of said termination. The provisions of Paragraphs 2(d), 3(d), 3(i), 3(j) and 3(k) shall survive any such termination.

(b) If this Agreement is terminated by Developer prior to obtaining the Certificate of Occupancy for the Premises, Developer shall the City Sixty-Five Dollars (\$65.00) per square yard of Soil removed as of the date of termination. This payment shall be made within thirty (30) days of the date of termination.

#### **5. Miscellaneous.**

(a) **Assignment.** None of the Permittees may assign this Agreement or any of their respective rights or obligations hereunder, in whole or in part, without the prior written consent of the City.

(b) **Notices.** All notices and other communications given by a party to any other party hereto which relate to this Agreement shall be in writing and shall be deemed delivered to the addressee thereof: (i) when delivered in person on a business day at the address set forth below; or, (ii) on the third (3<sup>rd</sup>) business day after being deposited in any main or branch United States Post Office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (iii) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

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

The City of Salisbury

c/o \_\_\_\_\_

Salisbury, Maryland 21801

With a copy to:

Heather R. Konyar, Esquire

Cockey, Brennan & Maloney, P.C.

313 Lemmon Hill Lane

Salisbury, Maryland 21801

All notices and other communications to Developer shall be addressed to, and delivered at, the following address:

First Move Properties, LLC

c/o \_\_\_\_\_

Salisbury, Maryland 21801

(c) **Section Headings.** The section headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Agreement.

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

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

(f) **Binding Nature of Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

(g) **Further Assurances.** The Parties covenant and agree with one another, upon the request of any party to this Agreement, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, any such further act(s), deed(s), document(s), assignment(s), transfer(s), conveyance(s), power(s) of attorney or assurance(s) as may be reasonably necessary or desirable to give full effect to this Agreement and the transactions contemplated by the terms contained herein.

(h) **Severability.** Whenever possible, each provision and term of this Agreement shall be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is adjudged by a court of competent jurisdiction to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity and without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

(i) **Legal Representation.** Permittees acknowledge and understand the law firm of Cockey, Brennan & Maloney, P.C. have served as counsel to the City in the preparation of this. Developer expressly acknowledges that it has been advised of its right to obtain independent counsel of its own selection in connection with the negotiation and preparation of the terms of this Agreement so that Developer may have its attorney(s) answer any questions it may have regarding this Agreement and any terms contained herein. By Developer's execution of this Agreement, Developer expressly acknowledges that it regards the terms of this Agreement to be fair and reasonable and that it has executed this Agreement freely and voluntarily either with or without the advice of counsel.

(j) **Construction.** This Agreement, and all the terms and conditions contained herein, shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Unless otherwise expressly provided, the words "hereof", "herein" and "hereunder" and similar references refer to this Agreement in its entirety and not to any specific section or subsection hereof, the words "including" or "includes" do not limit the preceding words or terms and the word "or" is used in the inclusive sense. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

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

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

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

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

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

**ATTEST/WITNESS:**

**THE “DEVELOPER”:**

**First Move Properties, LLC**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
\_\_\_\_\_, Authorized Representative

**THE “CITY”:**


**City of Salisbury, Maryland**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Jacob R. Day, Mayor



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator  
From: Amanda H. Pollack, P.E., Director of Infrastructure and Development   
Date: June 11, 2021  
Re: Resolution – The Ross/First Move Properties HORIZON Program agreement

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The Department of Infrastructure and Development received the attached application from First Move Properties, LLC for the HORIZON program. The HORIZON program was created to facilitate the construction of hotel or multifamily residential development in the Central Business Zoning District to accelerate economic activity in Downtown Salisbury. The project is The Ross and is located at 130, 132 and 144 East Main Street.

The application has been reviewed by the Department of Infrastructure and Development and determined to be eligible for the HORIZON program because the project is located in the Central Business District, is revitalization of an existing building, serves primarily as a multifamily residential development, complies with Zoning and Building codes, will comply with the Historic District requirements, and will increase the assessed value of the real property base value by at least \$10,000,000.00. Additionally, the project has not received a certificate of occupancy.

The attached Letter of Intent has been signed by both the Director of Infrastructure and Development and the applicant. Also attached is a Resolution to authorize the Mayor to sign the attached HORIZON agreement. If construction of the Project is delayed or the schedule set forth in the HORIZON Agreement is not met, then the Applicant may request a one (1) year extension, and approval of such request shall be considered by the Mayor.

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

**City of Salisbury**  
**HORIZON Program Application**

**General Information**

Application Date: 6-11-21

Legal Name of Business:

First Move Properties, LLC

Address of Property:

130, 132, 144 E. Main St. Salisbury, MD 21801 (Collectively know as The Ross)

Legal Description of Property:

130 E. Main (Map 0107, Grid 15, Parcel 0855), 132 E. Main (Map 0107, Grid 15, Parcel 0856)

144 E. Main (Map 0107, Grid 15, Parcel 0858)

Name of Business Owner:

Nick Simpson

Address of Business Owner:

P.O. Box 4365 Salisbury, MD 21803

Business Owner Telephone #: 410-627-4592

Business Owner E-mail address: nick@mentiscp.com

Name of Property Owner:

First Move Properties, LLC

Address of Property Owner:

P.O. Box 4365 Salisbury, MD 21803

Property Owner Telephone #: 410-627-4592

Property Owner E-mail address: nick@mentiscp.com

## **Property Assessment Overview**

Current Assessed Value of the Real Property	\$ 1,951,700
Current City of Salisbury Real Property Taxes	\$ 19,189.11
Completed Project Appraised (Assessed) Value of the Property	\$ 21,000,000

## **Project Narrative**

### 1 Brief history of the site / building:

First Move Properties purchased the site between 2018 and 2020. Once the site had been assembled, the three existing building where demolished to make way for The Ross building. The proposed development will consist of approximately 100 units of purpose built student housing.

### 2) General description of the proposed project:

The Project consists of a building approximately 185ft tall, complete with approximately sixty (60) residential apartment units comprised of two-person, three-person, or four-person luxury-style apartments located at 130-132 E. Main St. and a building approximately 120ft tall, complete with approximately forty-five (45) residential apartment units comprised of two-person, three-person, and four-person luxury-style apartments located at 144 E. Main Street.

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

The Horizon program seeks to incentive the construction and expansion of Downtown Salisbury in order to increase economic activity. The project will achieve this goal by creating hundreds of jobs in Downtown during construction and will add over 360 permanent residents in Downtown. Additionally, the project will create a enduring link between Downtown Salisbury and Salisbury University since it has been designed for college students. Overall the project exemplifies the City's stated goal for the Horizon Program and First Move Properties looks forward to taking part in the transformation of Downtown Salisbury.

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

The Project complies with the City's goals for development in the CBD zoning district. At its heart, the purpose of the CBD: "is to maintain and strengthen the role of the downtown area as the community and regional center for a broad range of governmental, cultural, institutional, professional, business, service, and retail activities; [and,] to enhance the vitality of the downtown by encouraging residential uses." (See Chapter 17.24.010(C)). Here, the Project involves completely remodeling and re-purposing historic buildings in the CBD. All told, the Project will convert three buildings exclusively for office space into two new buildings equipped with approximately 100 new luxury-style apartments. When finished, the Project will more than double the residential inventory available for rent in Downtown Salisbury; and, because the Project is centrally focused on offering high-quality apartment-style rentals to university students, the Project will inextricably strengthen the connection Downtown Salisbury shares with Salisbury University.

5) Use Mix: Type of Use / Percentages:

100% Student Housing

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6) Property ownership structure:

Limited Liability Company (LLC)

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

No.

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

The project also includes plans for the construction of a walking bridge connecting the buildings to the City's parking garage to service the parking needs of the residents. The walking bridge will connect to the top level of the parking garage and the fourth floor of The Ross buildings.

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

The Project includes a public courtyard between the two buildings where the old Chamber of Commerce parking lot was located. The courtyard will be complete with gardens and outdoor seating for everyone to enjoy.

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

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

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

Signature of Business Owner:  \_\_\_\_\_

Printed Name: Nick Simpson Date: 6-11-2021

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

Signature of Property Owner: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



Main Street View (Front)



Right Side View



Back of Building



Left Side View





City of  
**Salisbury**  
Jacob R. Day, Mayor

June 14, 2021

First Move Properties, LLC  
P.O. Box 4365  
Salisbury, MD 21803  
Attn: Mr. Nick Simpson

Re: HORIZON Program Letter of Intent  
The Ross project  
130, 132 and 144 E. Main Street

Dear Mr. Simpson,

The Department of Infrastructure and Development is in receipt of your application for the HORIZON program dated June 11, 2021 for the above referenced project. We have reviewed the application and found it to be eligible for the tax credit program. Please accept this letter as the official Notice of Pre-Approval. Attached is an estimated schedule of the tax credits associated with The Ross project. Also attached is a draft Agreement for the project.

Please review this information and if acceptable, sign this Letter of Intent. Once I have received a signed copy of this letter, I will forward it to the Mayor along with the application for his pre-approval. Pending the Mayor's pre-approval, we will schedule the application and agreement to be presented to the City Council at an upcoming work session.

Please do not hesitate to contact me if you have any questions or if we can be of any assistance.

Sincerely,

Amanda H. Pollack, P.E.  
Director

Letter of Intent Acknowledged by Applicant:

Nick Simpson, First Move Properties, LLC

6-14-21

Date

**Estimated Tax Credit Schedule - The Ross**

Current Assessed Value of the Real Property	\$	1,951,700.00
Current City of Salisbury Real Property Taxes	\$	19,189.11
Estimated Assessed Value after project completion:	\$	21,000,000.00

If the total assessment after project completion increases, then both the total tax and the tax credit will increase.

FY22 Tax Rate: \$0.9832 per \$100 of assessed valuation of real property

Year #	Tax Year	Tax Credit %	Increased Value of Property	Tax Rate	Total Tax based on Estimated Assessed Value after project completion	Estimated HORIZON tax credit	Estimated City Taxes Due
1	2024	100%	19,048,300.00	0.98	206,472.00	187,282.89	19,189.11
2	2025	100%	19,048,300.00	0.98	206,472.00	187,282.89	19,189.11
3	2026	100%	19,048,300.00	0.98	206,472.00	187,282.89	19,189.11
4	2027	100%	19,048,300.00	0.98	206,472.00	187,282.89	19,189.11
5	2028	100%	19,048,300.00	0.98	206,472.00	187,282.89	19,189.11
6	2029	80%	19,048,300.00	0.98	206,472.00	149,826.31	56,645.69
7	2030	80%	19,048,300.00	0.98	206,472.00	149,826.31	56,645.69
8	2031	80%	19,048,300.00	0.98	206,472.00	149,826.31	56,645.69
9	2032	80%	19,048,300.00	0.98	206,472.00	149,826.31	56,645.69
10	2033	80%	19,048,300.00	0.98	206,472.00	149,826.31	56,645.69
11	2034	60%	19,048,300.00	0.98	206,472.00	112,369.73	94,102.27
12	2035	60%	19,048,300.00	0.98	206,472.00	112,369.73	94,102.27
13	2036	60%	19,048,300.00	0.98	206,472.00	112,369.73	94,102.27
14	2037	60%	19,048,300.00	0.98	206,472.00	112,369.73	94,102.27
15	2038	60%	19,048,300.00	0.98	206,472.00	112,369.73	94,102.27
16	2039	40%	19,048,300.00	0.98	206,472.00	74,913.15	131,558.85
17	2040	40%	19,048,300.00	0.98	206,472.00	74,913.15	131,558.85
18	2041	40%	19,048,300.00	0.98	206,472.00	74,913.15	131,558.85
19	2042	40%	19,048,300.00	0.98	206,472.00	74,913.15	131,558.85
20	2043	40%	19,048,300.00	0.98	206,472.00	74,913.15	131,558.85
21	2044	0%	19,048,300.00	0.98	206,472.00	-	206,472.00

**Notes:**

1. The actual tax rate will be adjusted annually per the City's budget ordinance.
2. The real property taxes based on the pre-project assessed value will increase annually based on the current tax rate.
3. The tax credit and taxes due are estimates and will be adjusted based on the actual assessed value after project completion as well as the current tax rate.

**HORIZON PROGRAM AGREEMENT**

**THIS HORIZON PROGRAM AGREEMENT** (“Agreement”), is dated this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and **First Move Properties, LLC**, a Maryland limited liability company (the City and First Move Properties, LLC are hereinafter referred to collectively as the “Parties”).

**Recitals**

**WHEREAS**, via Ordinance No. 2669 passed on \_\_\_\_\_, 2021, the City established a program to encourage hotel and large scale residential development and revitalization in the downtown area of Salisbury, known as the HORIZON Program;

**WHEREAS**, First Move Properties, LLC is the owner of all that certain real property, and improvements thereon, located in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 0855, and being described as “130 E. Main Street”, Map 0107, Grid 0015, Parcel 0856, and being described as “132 E. Main Street”, and Map 0107, Grid 0015, Parcel 0858, and being described as “114 E. Main Street”;

**WHEREAS**, First Move Properties, LLC plans to develop the property by constructing two building with apartments, which, when complete, will consist of 105 residential units (hereinafter referred to as the “Project”);

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

**WHEREAS**, via Resolution No. \_\_\_\_ passed on \_\_\_\_\_, 2021, the City authorized First Move Properties, LLC to utilize the HORIZON Program for Project.

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

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

**2. Dates.**

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

(b) The Building Permit application must be received by the Department of Infrastructure and Development by September 15, 2021.

(c) Construction will comment no later than October 15, 2021.

(d) The certificate of occupancy must be received no later than August 1, 2023.

**3. Miscellaneous.**

(a) **Authority.** Each party represents and warrants to the other party that: (i) it has the full right, power and authority to execute this Agreement; (ii) the execution and delivery of this Agreement and the performance of its obligations hereunder are not prohibited by or in breach of, and the provisions

hereof do not conflict with, any other agreement, mortgage, contract or other instrument or document to which it is a party or by which it is otherwise bound; and, (iii) there are no legal requirements imposed upon it which prohibit or limit the execution and delivery of this Agreement and the performance of its obligations hereunder.

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

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

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

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

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

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

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

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

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

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

(l) **Unsatisfactory work.** The City shall have the right to refuse tax credits to First Move Properties, LLC if the City believes the work for development of the Project is unsatisfactory,

construction of the Project is not being completed according to the approved HORIZON application or this Agreement, or the increased assessed value of the real property does not meet the eligibility requirements.

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

**WITNESS/ATTEST:**

**THE CITY:**

**City of Salisbury, Maryland**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Jacob R. Day, Mayor

Date: \_\_\_\_\_, \_\_\_\_\_, 20\_\_

**DEVELOPER:**

**First Move Properties, LLC**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Nicholas Simpson

Date: \_\_\_\_\_, \_\_\_\_\_, 20\_\_

1 RESOLUTION No. \_\_\_\_\_  
2

3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE  
4 MAYOR TO ENTER INTO AN AGREEMENT WITH FIRST MOVE PROPERTIES, LLC TO  
5 PROVIDE TAX CREDITS THROUGH THE HORIZON PROGRAM FOR THE  
6 REDEVELOPMENT OF 130 EAST MAIN STREET, 132 EAST MAIN STREET AND 144  
7 EAST MAIN STREET.  
8

9 WHEREAS, on June 28, 2021, the City Council approved the HORIZON Program via  
10 Ordinance No. 2669 to provide tax credits to eligible hotel or multifamily residential developments  
11 in the Central Business Zoning District and Riverfront Redevelopment Zoning District; and  
12

13 WHEREAS, First Move Properties, LLC has submitted an application for tax credits  
14 through the HORIZON Program in association with its redevelopment of 130, 132 and 144 East  
15 Main Street (hereinafter the "Ross Project"); and  
16

17 WHEREAS, the Department of Infrastructure and Development has reviewed the  
18 application and determined that it meets the eligibility criteria of the HORIZON Program; and  
19

20 WHEREAS, the Department of Infrastructure and Development issued an official Notice  
21 of Pre-Approval and in turn, First Move Properties, LLC signed the Letter of Intent; and  
22

23 WHEREAS, the Mayor has pre-approved the Ross Project for the HORIZON Program;  
24 and  
25

26 WHEREAS, pursuant to Ordinance No. 2669, this Resolution is now ripe for review and  
27 approval by the City Council.  
28

29 NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF  
30 SALISBURY, MARYLAND as follows:  
31

32 Section 1. The City of Salisbury (the "City") will grant a tax credit to First Move  
33 Properties, LLC in accordance with the terms and conditions set forth in the Agreement  
34 attached hereto and incorporated as if fully set forth herein; and  
35

36 Section 2. The Mayor is authorized to execute and enter into the attached Agreement  
37 on behalf of the City; and  
38

39 Section 3. Execution and entry into the attached Agreement by First Move Properties,  
40 LLC is a material condition of the City's grant of the tax credit for the Ross Project,  
41 and First Move Properties, LLC's failure or refusal to execute and enter into the  
42 attached Agreement shall invalidate this Resolution.  
43

44 THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury  
45 held on \_\_\_\_\_, 2021, and is to become effective immediately upon adoption.  
46  
47

48 ATTEST:

49

50

51 \_\_\_\_\_  
52 Kimberly R. Nichols, City Clerk

53

54

\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

55 APPROVED BY ME THIS:

56

57 \_\_\_\_\_ day of \_\_\_\_\_, 2021

58

59

\_\_\_\_\_  
Jacob R. Day, Mayor

## **HORIZON PROGRAM AGREEMENT**

**THIS HORIZON PROGRAM AGREEMENT** (“Agreement”), is dated this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and **First Move Properties, LLC**, a Maryland limited liability company (“**First Move Properties**”) (First Move Properties is hereinafter sometimes referred to as the “**Developer**” or “**Owner**”) (the City and First Move Properties, LLC are hereinafter referred to collectively as the “**Parties**”).

### **Recitals**

**WHEREAS**, via Ordinance No. 2669 passed on June 28, 2021, the City established a program to encourage hotel and large-scale residential development and revitalization in the downtown area of Salisbury, known as the HORIZON Program;

**WHEREAS**, Developer is the owner of all that certain real property, and improvements thereon, located in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 0855, and being described as “130 E. Main Street”, Map 0107, Grid 0015, Parcel 0856, and being described as “132 E. Main Street”, and Map 0107, Grid 0015, Parcel 0858, and being described as “114 E. Main Street”;

**WHEREAS**, Developer plans to develop the property by constructing two buildings with apartments, which, when complete, will consist of approximately 105 residential units (hereinafter referred to as the “**Project**”);

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

**WHEREAS**, via Resolution No. \_\_\_\_ passed on July 12, 2021, the City authorized Developer to utilize the HORIZON Program for the Project.

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

**1.     Term.** The term of this Agreement shall commence on the agreement date and shall continue for a term of twenty (20) years (the “**Term**”).

**2.     Dates.**

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

(b) Developer shall submit the Project’s Building Permit application to the Department of Infrastructure and Development no later than September 15, 2021.

(c) Developer shall commence construction on the Project no later than October 15, 2021.

(d) Developer shall obtain the certificate of occupancy for the Project no later than August 1, 2023.

**3.     Warranties and Obligations of the City:** The City does hereby warrant and agree for the benefit of Developer as follows:

(a) The City shall grant real property tax credits to Developer, calculated on the increased assessed value of the real property after completion of the Project. The full amount of taxes shall be collected on the assessed value of the property prior to beginning the Project (including demolition of pre-existing improvements), or the assessed value of the real property without improvements, whichever will result in the higher tax to be paid. Taxes shall also be collected on the increased assessed value, described above, minus any applicable credit throughout the duration of the twenty (20) year term.

(b) The Tax Credit may be combined with other local, state, and federal incentive programs. The Tax Credit shall not supersede state or federal incentive programs and shall be applied after those incentive programs have been applied to the real property tax bill.

(c) Once a certificate of occupancy for the Project has been issued and the real property, at which the Project is constructed, has been appraised and its increased assessed value established, the Tax Credit shall take effect during the next fiscal year tax billing cycle.

(d) Tax Credits in each year shall be that percentage set forth in the table below of the excess taxes due over and above the assessed value of the subject real property prior to commencing construction of the Project (including demolition of pre-existing improvements), or the assessed value of the real property without improvements, whichever will result in the higher tax to be paid. The Tax Credit schedule shall be as follows:

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

**4. Warranties and Obligations of the Developer.** The Developer does hereby warrant and agree for the benefit of the City as follows:

(a) Developer shall adhere to the Program Guidelines and General Conditions set forth in the HORIZON Program Guidelines and Application submitted by Developer, a copy of which is attached to this Agreement, incorporated herein and made a part hereof.

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

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

**5. Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

**WITNESS/ATTEST:**

**THE CITY:**

**City of Salisbury, Maryland**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Jacob R. Day, Mayor

Date: \_\_\_\_\_, \_\_\_\_\_, 20\_\_

**DEVELOPER:**

**First Move Properties, LLC**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Nicholas Simpson

Date: \_\_\_\_\_, \_\_\_\_\_, 20\_\_