



**SALISBURY CITY COUNCIL  
WORK SESSION AGENDA**

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**SEPTEMBER 20, 2021**

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

- 4:30 p.m. 2020 Census Update- Dr. Brante Dashiell and Sonya Whited, Census Count Committee Co-Chairs
- 4:50 p.m. Resolution- agreement for construction & maintenance for an ADA ramp- Business Development Director Laura Soper
- 5:00 p.m. Ordinance- transfer funds for construction of ADA lift at Poplar Hill Mansion- Field Operations Director Jana Potvin
- 5:10 p.m. Meadow Cultivation Code Amendment- Housing & Community Development Director Ron Strickler
- 5:25 p.m. Resolution- Connection Fee Waiver for 117-119 W. Main Street- Department of Infrastructure & Development Director (DID) Amanda Pollack
- 5:35 p.m. Ordinance- assessment on Transportation Network Service Companies- DID Director Amanda Pollack
- 5:45 p.m. Ordinance- budget amendment for City Park bandstand and bridge improvements- DID Director Amanda Pollack
- 6:05 p.m. Ordinance- budget amendment for Special Assistant for Intergovernmental Affairs position- City Administrator Julia Glanz
- 6:20 p.m. Administration and Council Remarks
- 6:30 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/88186172560>  
Meeting ID: 881 8617 2560  
Phone: 1.301.715.8592



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

## **Memo**

**To:** City Council  
**From:** Laura Soper  
**Date:** 9/15/2021  
**Subject:** ADA Ramp Installation

The Department of Business Development is working with the working with the Masonic Lodge and St. Peter's on a solution that would allow us to construct an ADA ramp to our office. The ramp would span both the Masonic Lodge property (where the Visitor Center is located) and the St. Peter's vestry building property (the old City Hall). The ADA entrance will be at the back of the building, leading up from the parking lot behind St. Peter's and the Downtown Visitor Center. The contractor would do a small cut in the existing brick wall and construct a ramp that would lead to our office's rear entrance.

In advance of bringing this to Council, we shared the proposed agreement with both St. Peter's and the Masonic Lodge, and they were both satisfied with the language proposed.

We look forward to answering any questions you may have on this matter.

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

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO, ON BEHALF OF THE CITY OF SALISBURY, AN AGREEMENT WITH ST. PETERS EPISCOPAL CHURCH AND LODGE WICOMICO NO. 91 AF & AM FOR THE PURPOSE OF THE CITY OF SALISBURY CONSTRUCTING AND INSTALLING A HANDICAP ACCESS RAMP TO THE REAR ENTRANCE OF THE DOWNTOWN SALISBURY VISITOR CENTER BUILDING AND FOR THE CITY'S USE OF CERTAIN PARKING SPOTS LOCATED ON PROPERTY OWNED BY ST. PETERS EPISCOPAL CHURCH.**

**WHEREAS**, St. Peters Episcopal Church (the "**Church**") is the fee simple owner of all that certain real property situate in the City of Salisbury, Wicomico County, Maryland, identified as Map 0107, Grid 0014, Parcel 1032, consisting of 15,064 square feet of land, more or less, and having a premises address of 115 St. Peters Street, Salisbury, Maryland 21801 (the "**Church Property**"); and

**WHEREAS**, Lodge Wicomico No. 91 AF & AM (the "**Masonic Lodge**") is the owner of all that certain real property situate in the City of Salisbury, Wicomico County, Maryland, identified as Map 0107, Grid 0014, Parcel 1038, consisting of 8,136 square feet of land, more or less, and having a premises address of 110 North Division Street, Salisbury, Maryland 21801 (the "**Masonic Lodge Property**");

**WHEREAS**, pursuant to that certain Lease Agreement, dated June 9, 2020 (the "**Lease**"), by and between the Masonic Lodge, as "Lessor" thereunder, and the City of Salisbury (the "**City**"), as "Lessee" thereunder, the City leases approximately 2,320 square feet of floor space within the building located at the Masonic Lodge Property (the "**Masons Building**") for use in connection with the City's operations of its Department of Business Development and the Downtown Salisbury Visitor Center (the space within the Masons Building leased by the City from the Masonic Lodge as aforesaid is hereinafter referred to as the "**Visitor Center**")

**WHEREAS**, the City desires to (i) construct and install a concrete handicap access ramp to the rear entrance of Visitor Center (the "**ADA Ramp**") and (ii) in connection with the use and operation of the ADA Ramp, the City desires the exclusive use of five (5) parking spot located on the rear side of the building at the Church Property (collectively (the "**Church Parking Spots**"); and

**WHEREAS**, the terms and conditions governing the City's use of the Masons Property and the Church Property for the City's construction of the ADA Ramp, as well as the City's exclusive use of the Church Parking Spots are set forth in the Agreement for Construction & Maintenance of ADA Ramp (the "**Agreement**"), by and between the City, the Church and the Masonic Lodge attached hereto and incorporated herein as **Exhibit 1**; and

**WHEREAS**, any and all documents, easements, plat(s) and/or plan(s) prepared for, or in connection with, the Agreement shall be reviewed and approved by the City Solicitor prior to the Mayor's execution thereof on behalf of the City.

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

**Section 1.** The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, that certain Agreement for Construction & Maintenance of ADA Ramp, by and between the City of Salisbury, St. Peters Episcopal Church and Lodge Wicomico No. 91 AF & AM attached hereto and incorporated herein as **Exhibit 1** (the "**Agreement**").

**Section 2.** Any and all documents, easements, plat(s) and/or plan(s) prepared for, or in connection with, the Agreement shall be reviewed and approved by the City Solicitor prior to the execution thereof by the Mayor on behalf of the City of Salisbury.

**Section 3.** The Mayor, or his designated representative, is hereby authorized to take, on behalf of the City of Salisbury, all such actions, including the negotiation, execution and/or delivery of all deeds, settlement sheets or any other ancillary documents, as may be necessary to complete the transactions contemplated by the terms of the Agreement.

50           **THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the Council of the  
51 City of Salisbury held on this \_\_\_\_ day of \_\_\_\_\_, 2021 and is to become effective immediately upon adoption.  
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53 **ATTEST:**  
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57 **Kimberly R. Nichols, City Clerk**  
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57 **John R. Heath, City Council President**  
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61 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
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67 **Jacob R. Day, Mayor**



## **AGREEMENT FOR CONSTRUCTION & MAINTENANCE OF ADA RAMP**

**THIS AGREEMENT FOR CONSTRUCTION & MAINTENANCE OF ADA RAMP**, is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between *The City of Salisbury* (the “City”), *St. Peters Episcopal Church* (the “Church”) and *Lodge Wicomico No. 91 AF & AM* (the “Masonic Lodge”) (the City, the Church and the Masonic Lodge are hereinafter referred to collectively as the “Parties”). **WITNESSETH:**

### **RECITALS**

**WHEREAS**, the Church is the owner of all that certain real property situate in the City of Salisbury, Wicomico County, Maryland, identified as Map 0107, Grid 0014, Parcel 1032, consisting of 15,064 square feet of land, more or less, and having a premises address of 115 St. Peters Street, Salisbury, Maryland 21801 (said real property is hereinafter referred to as “**Parcel 1032**”);

**WHEREAS**, the Masonic Lodge is the owner of all that certain real property situate in the City of Salisbury, Wicomico County, Maryland, identified as Map 0107, Grid 0014, Parcel 1038, consisting of 8,136 square feet of land, more or less, and having a premises address of 110 North Division Street, Salisbury, Maryland 21801 (said real property is hereinafter referred to as “**Parcel 1038**”);

**WHEREAS**, pursuant to that certain Lease Agreement, dated June 9, 2020 (the “**Lease**”), by and between the Masonic Lodge, as “Lessor” thereunder, and the City, as “Lessee” thereunder, the City leases approximately 2,320 square feet of floor space within the building located at Parcel 1038 (the “**Building**”) for use in connection with the City’s operations of its Department of Business Development and the Downtown Salisbury Visitor Center (the space leased by the City from the Masonic Lodge in accordance with Lease is hereinafter referred to as the “**Visitor Center**”);

**WHEREAS**, in connection with its use and operation of the Visitor Center, the City desires to construct and install a concrete handicap access ramp to the rear entrance of Visitor Center (the “**ADA Ramp**”);

**WHEREAS**, as planned by the City, the ADA Ramp will constructed and installed adjacent to certain parking spots located within the rear portion of Parcel 1032 and extending to the rear entrance of the Visitor Center, as more particularly shown on **Exhibit A** attached hereto and incorporated herein;

**WHEREAS**, for purposes of the City’s construction and installation of the ADA Ramp to the rear entrance of the Visitor Center as aforesaid, the City requires access to the rear portion of Parcel 1032 during the period of its construction of the ADA Ramp and from time to time thereafter to perform its obligations hereunder,

**WHEREAS**, pursuant to the terms of the Lease, the City’s construction and installation of the ADA Ramp to the rear entrance of the Visitor Center requires the consent of the Masonic Lodge;

**WHEREAS**, in accordance with the terms and conditions set forth herein, the Church hereby acknowledges and agrees to the City’s use of such portions of Parcel 1032 for the

construction, installation and maintenance of the ADA Ramp to the rear entrance of the Visitor Center as more particularly shown on **Exhibit A**; and,

**WHEREAS**, in accordance with the terms and conditions set forth herein, the Masonic Lodge hereby acknowledges and agrees to the City's construction and installation of the ADA Ramp upon the Building and at the rear entrance of the Visitor Center as more particularly shown on **Exhibit A**;

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and obligations of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the Parties, the Parties, for themselves and their respective successors and assigns, do hereby covenant and agree as follows:

**1. The Church's Agreement for the City's Use of Parcel 1032 to Construct and Install the ADA Ramp.**

(a) By its execution of this Agreement the Church expressly acknowledges and agrees to the City's use of such portions of Parcel 1032 for the City's construction, installation and maintenance of the ADA Ramp to the rear entrance of the Visitor Center, as more particularly depicted on **Exhibit A** attached hereto and incorporated herein.

(b) The City and the Church expressly acknowledge and agree as follows:

(i) The Church currently maintains five (5) parking spots behind the building located at Parcel 1032 commonly known as the "Former City Hall Building" (said five (5) parking spots are hereinafter referred to as the "**St. Peter's Parking Spots**");

(ii) The City currently maintains a municipal parking spaces on Church Street which are directly adjacent to the sanctuary owned and operated Church (the "**Church Street Municipal Parking Area**");

(iii) For so long as the City leases or otherwise uses the space defined herein as the Visitor Center, the Church hereby grants unto the City the exclusive right and access to use the St. Peter's Parking Spots.

(iv) For so long as the City leases or otherwise uses the space defined herein as the Visitor Center, the City shall convey, free of charge, to the Church five (5) permits authorizing the parking of vehicles within the Church Street Municipal Parking Area, which said five (5) permits may be used by the Church in its sole discretion subject to all applicable state and local laws.

(c) Upon completing the construction of the ADA Ramp, the City and Church shall enter into an Easement Agreement, as may be necessary, setting forth the City's right to access and enter upon such portions of Parcel 1032 for and in connection with the City's installation and maintenance of the ADA Ramp and the City's use of St. Peter's Parking Spots as provided herein. The aforesaid Easement Agreement (if any), shall be subject to the mutual agreement of the City and the Church and shall be prepared at the sole cost and expense of the City (excluding any attorney's fees or other professional contractor fees incurred by the Church in the negotiation thereof); upon the execution of the aforesaid Easement Agreement (if any) by the City and the Church, such Easement Agreement shall be recorded with the Land Records of Wicomico County, Maryland, at the sole cost and expense of the City.

**2. The Masonic Lodge's Agreement for the City's Use of Parcel 1038 to Construct and Install the ADA Ramp.**

(a) By its execution of this Agreement the Masonic Lodge expressly acknowledges and agrees to the City's construction and installation of the ADA Ramp at the rear entrance of the Visitor Center, as more particularly depicted on **Exhibit A** attached hereto and incorporated herein, which said construction shall include, but not be limited to, saw-cutting a section of the 14" exterior brick wall of the Building which borders Parcel 1032.

(b) The City and the Masonic Lodge expressly acknowledge and agree that the Masonic Lodge's execution of this Agreement shall constitute the Masonic Lodge's consent to the City's construction and installation of the ADA Ramp at the rear entrance of the Visitor Center as required by the terms of the Lease by and between the City and the Masonic Lodge.

(c) The City's rights and obligations with respect to construction, installation and maintenance of the ADA Ramp shall be governed by the terms and conditions of the Lease and any amendments thereto.

**3. Term of Agreement.** The "Term" of this Agreement shall commence upon the execution hereof by all of the Parties and shall expire, unless otherwise agreed to in a writing executed by the Parties hereto, upon (i) the expiration or termination of the Lease, and any extensions thereof or amendments thereof, by and between the City and the Masonic Lodge or (ii) at such time as the City shall cease to use the Visitor Center space for the operation(s) of any municipal government function(s), whichever shall occur later.

**4. Construction of the ADA Ramp.** In connection with the construction and installation of the ADA Ramp as contemplated herein, the City shall:

(a) Obtain any and all permits necessary for the construction of the ADA Ramp;

(b) Construct and, during the Term of this Agreement, maintain the ADA Ramp in compliance with all applicable laws, regulations and/or ordinances of each governmental agency having jurisdiction over the construction and/or use of the ADA Ramp.

**5. Indemnification by the City.** During the term of this Agreement, the City hereby expressly agrees to defend, indemnify and hold the Church and the Masonic Lodge, and each of their representatives, agents, successors and assigns, and harmless from and against any and all claims by any person, firm or entity for labor, services, materials or supplies provided in connection with the construction, installation and/or maintenance of ADA Ramp which arise from the sole negligence of the City or any of its officials, employees, representatives, successors and/or assigns.

**6. Miscellaneous.**

(a) **Authority.** Each party represents and warrants to the other party that it: (i) 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) Waiver-Amendments.** Any of the terms or conditions contained in 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. Each and every right, remedy and power granted to a party under this Agreement or allowed by law shall be cumulative and not exclusive of any other.

**(c) Severability.** If any term of this Agreement or any application thereof is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

**(d) Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes 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.

**(e) 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

**(f) Notices.** All notices and other communication given by a party to the other in connection with 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  
Department of Business Development  
Attn: Laura Soper, Director  
110 N. Division Street  
Salisbury, Maryland 21801

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

St. Peter's Church  
115 Church Street  
Salisbury, Maryland 21801

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

Lodge Wicomico No. 91 AF & AM  
110 N. Division Street  
Salisbury, Maryland 21801

Either party may change its address by providing notice to the other party as set forth in this Section 6(f).

**(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.

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

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

**WITNESS/ATTEST:**

**THE "CITY":**

**City of Salisbury, Maryland**

\_\_\_\_\_

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

**THE "CHURCH":**

**St. Peter's Episcopal Church**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Rev. David Michaud, Authorized Representative

**THE "MASONIC LODGE":**

**Lodge Wicomico No. 91 AF & AM**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
James Royal, Authorized Representative



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

To: Julia Glanz, City Administrator  
From: Jana Potvin, Department of Field Operations *Jana Potvin*  
Date: September 9, 2021  
Re: Poplar Hill Mansion Wheelchair Lift Funding Request

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The Department of Field Operations respectfully requests approval of a budget amendment in the amount of \$35,000.00 to cover the installation of wheelchair accessible lift and associated improvements for the Poplar Hill Mansion.

In FY 21, \$40,000 was authorized for the construction of an accessibility ramp and an ADA compliant restroom. The restroom improvements were completed; however, the ramp was not. In September 2020, the Maryland Historic Trust (MHT) informed the City that the proposed ADA compliant ramp was denied. The MHT requested that we “explore alternatives to the proposed ramp such as a lift, which would have less visual and physical impact on the historic resource.”

With an initial estimate of \$45,000 for the installation of an incline lift and \$20,722.72 remaining in the project account, there are insufficient funds to complete the project. The transfer of these funds is critical for Department of Field Operations to provide an accessible entrance. Without ADA accessibility, the Mansion will no longer be eligible for certain grants and other Federal benefits.

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S FY22 GENERAL FUND BUDGET AND THE CAPITAL PROJECT FUND BUDGET TO ALLOCATE FUNDING FOR THE POPLAR HILL ADA RAMP AND BATHROOM CONVERSION PROJECT.**

**WHEREAS**, the Poplar Hill Mansion is listed on the National Register of Historic Places; and

**WHEREAS**, the Maryland Historic Trust, an office of the Maryland Department of Planning, must review and approve projects involving rehabilitation or improvements to such historic properties, which includes, but is not limited to, the Poplar Hill Mansion; and

**WHEREAS**, in FY2021, the City undertook a project to make the Poplar Hill Mansion handicap accessible, to include the conversion of a bathroom and the installation of a wheelchair ramp, both of which were to be compliant with guidelines set forth by the Americans with Disabilities Act ("ADA");

**WHEREAS**, the FY2021 Budget appropriated \$40,000 for the ADA bathroom conversion and installation of the wheelchair ramp; and

**WHEREAS**, the City submitted a request for project approval to the Maryland Historic Trust, which denied the City of Salisbury's request to install a wheelchair ramp; and

**WHEREAS**, the Maryland Historic Trust instead requested the City explore alternatives to the proposed wheelchair ramp such as a wheelchair lift; and

**WHEREAS**, the ADA bathroom conversion has been completed and the cost of a wheelchair lift exceeds the available funds remaining in the project account; and

**WHEREAS**, the Department of Field Operations estimates an additional \$35,000 is required for the project, and has determined that there are insufficient funds available in other accounts to transfer to cover the amount required, and

**WHEREAS**, the Department of Finance has confirmed that an additional \$35,000 is available in the current year surplus; and

**WHEREAS**, providing ADA compliant access to the Poplar Hill Mansion is critical to future eligibility for grants and other Federal benefits.

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

**Section 1.**

a) The City of Salisbury's Capital Projects Fund Budget be and is hereby amended as follows:

<b>Project Description</b>	<b>Account Description</b>	<b>Account</b>	<b>Amount</b>
Poplar Hill ADA Ramp & Bathroom Conversion	Transfer-In General Fund	98022-469313-43028	35,000
Poplar Hill ADA Ramp & Bathroom Conversion	Construction	98122-513026-43028	35,000

b) The City of Salisbury's FY22 General Fund Budget be and is hereby amended as follows:

<b>Project Description</b>	<b>Account Description</b>	<b>Account</b>	<b>Amount</b>
	Current Year Surplus	01000-469810	35,000
	Transfer-Out General	91001-599109	35,000



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

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

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

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

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

**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.

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**ATTEST:**

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

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

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

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



# City of Salisbury

Jacob R. Day, Mayor

To: Julia Glanz, City Administrator & Andy Kitzrow, Deputy City Administrator  
From: Ronald Strickler Jr., Director of HCDD  
Date: August 30, 2021  
Re: Meadow Cultivation Code Amendment

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At the direction of City Administrator Julia Glanz, the Housing and Community Development Department explored the possibility of adding Meadow Cultivation to the City of Salisbury Code. The Housing and Community Development team, along with Alyssa Hastings, Sustainability Specialist of the Department of Infrastructure and Development partnered to determine the best solution for the residents of Salisbury. On behalf of the Housing and Community Development Department and Department of Infrastructure and Development, we are requesting consideration of the proposed Meadow Cultivation Code Amendment which would allow for residents to register and cultivate meadows.

Through research conducted by Sustainability Specialist Alyssa Hastings, we are able to provide the benefits of allowing meadows within the City of Salisbury. Wildflower meadows are complex, interactive communities of plants that provide essential ecosystem services. Wildflower meadows are valuable habitat, providing pollen, nectar, and seed resources, nesting sites, and a protected environment for our native bee and butterfly species. Additionally, many birds thrive on the food and shelter that wildflower meadows provide. Meadows aid in the infiltration and filtration of stormwater, prevent erosion, and store carbon. Salisbury is proud to be a Bee City USA community, by allowing residents to create pocket pollinator meadows in their yards, the City of Salisbury is expanding habitat for the pollinators we all depend on.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SALISBURY TO AMDEND CHAPTER 8.08  
BRUSH, WEEDS AND OBNOXIOUS GROWTH TO INCLUDED THE DEFINITION &  
REQUIREMENTS OF MEADOW CULTIVATION AND TO ALLOW FOR THE  
CULTIVATION OF MEADOWS IN THE CITY OF SALISBURY, MARYLAND

WHEREAS, the Mayor and Council of the City of Salisbury has determined there is a  
need for periodic review of the City of Salisbury Municipal Code; and

WHEREAS, the Mayor and Council desire to update the City of Salisbury Health and  
Safety Code to include provisions for Meadow Cultivation (8.08.080) in Chapter 8.08 Brush,  
Weeds and Obnoxious Growth; and

WHEREAS, allowing for meadow cultivation within the City of Salisbury will benefit the  
City's ecosystem because meadows are valuable habitat, providing pollen, nectar, and seed resources,  
nesting sites, and a protected environment for the City's native bee and butterfly species. Additionally,  
many birds thrive on the food and shelter that wildflower meadows provide; and

NOW, THEREFORE, be it enacted and ordained by the City of Salisbury, that Chapter  
8.08 Brush, Weeds and Obnoxious Growth of the City of Salisbury Municipal Code be amended  
as follows:

Chapter 8.08 BRUSH, WEEDS AND OBNOXIOUS GROWTH

8.08.010 Cutting or removal of grass, weeds, brush and plant growth required.

Every owner of any area, lot or parcel of land shall cut, trim or otherwise remove or cause to be  
cut, trimmed or otherwise removed all grass, weeds, brush or plant growth thereon in excess of  
eight inches. "Weeds" shall be defined as all grasses, annual plants and vegetation other than trees  
or shrubs; provided, however, that this term shall not include cultivated flowers and gardens. It  
shall be the duty of any person owning any plat of ground in the city to prevent the growth of  
weeds thereon as shall constitute a health hazard, fire hazard, safety or traffic hazard or public  
nuisance.

(Ord. 1980 (part), 2006)

8.08.020 Maintenance of curbs, gutters and sidewalks clear of growth.

Property owners of any lot or land located in the city shall maintain their respective curbs, gutters  
and sidewalks bordering their parcels of land in such condition as to be clear of all growth of grass,  
weeds, brush or plant growth within the curb, gutter and sidewalk.

(Ord. 1980 (part), 2006)

8.08.030 Warning letter of violation.

When a violation of Section 8.08.010 or 8.08.020 occurs, a warning letter of violation shall be sent  
to the owner or occupant of the property. This warning letter of violation shall:

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- 50 A. Be in writing;
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- 52 B. State the nature of the violation and that such condition constitutes a violation;
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- 54 C. Describe the premises where the violation is alleged to exist;
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- 56 D. For a first violation in any calendar year:
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- 58 1. State that the condition must be removed from the property within ten days of the date of
- 59 the notice,
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- 61 2. State that the Housing and Community Development Department shall conduct a re-
- 62 inspection of the property after ten days have passed since the date of the notice.
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- 64 E. For a second violation in any calendar year:
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- 66 1. State that the condition must be removed from the property within seven days of the date
- 67 of the notice,
- 68
- 69 2. State that the Housing and Community Development Department shall conduct a
- 70 reinspection of the property after seven days have passed since the date of the notice.
- 71
- 72 F. State that, if during the inspection of the premises, the violation complained of in the
- 73 warning letter is found, it shall be abated by the city as soon as practicable, and the costs of such
- 74 abatement shall be specially assessed and shall be deemed a personal debt against the owner and
- 75 constitute a lien against the property from which abated;
- 76
- 77 G. State that upon violation of Section 8.08.010 or 8.08.020, the owner shall be guilty of a
- 78 municipal infraction, and upon conviction shall be fined twenty-five dollars (\$25.00) for a first
- 79 offense and fifty dollars (\$50.00) for each day the condition remains unabated up to a maximum of
- 80 five hundred dollars (\$500.00);
- 81
- 82 H. Be served by one of the following methods:
- 83
- 84 1. By depositing the notice or order in the United States Post Office, first class postage
- 85 prepaid, addressed to the owner at his last known address as recorded in the real estate assessment
- 86 records of the city and by posting a copy of the notice or order in a conspicuous place on the
- 87 property subject to the order,
- 88
- 89 2. By hand-delivering the notice to the person to be notified, or
- 90
- 91 3. By leaving the notice at the usual residence or place of business of the person to be
- 92 notified with a person of suitable age and discretion then resident or employed therein.
- 93
- 94 I. State that only two warning letters will be issued to the same property owner in any
- 95 calendar year and that if further violations of this chapter occur, the condition causing a violation
- 96 may be abated without notice.

(Ord. 1980 (part), 2006)

( Ord. No. 2446, § 10-9-2017 )

8.08.040 Action upon noncompliance with notice to remove growth.

Upon failure, neglect or refusal of any property owner duly notified to cut, destroy and remove such excessive growth of grass, weeds, brush or plant growth from his property or any growth on his respective curb, gutter or sidewalk within the time specified in the notice provided for in Section 8.08.030 of this chapter, the owner shall be in violation of this chapter and shall be guilty of a municipal infraction and, upon conviction in any court of competent jurisdiction, shall be fined twenty-five dollars (\$25.00) for the initial offense and fifty dollars (\$50.00) for each day that the offense remains unabated up to a maximum of five hundred dollars (\$500.00). Every such person may be guilty of a separate offense for every day such violation shall continue.

(Ord. 1980 (part), 2006)

8.08.050 Abatement by city.

A. In the event of failure, neglect or refusal of any owner duly notified pursuant to Section 8.08.030, to cut, destroy or remove such excessive growth of grass, weeds, brush or plant growth from his property or any growth on his respective curb, gutter or sidewalk within the applicable time period specified in the notice, the director of the Housing and Community Development Department may cause the condition to be abated by appropriate means.

B. The director of the Housing and Community Development Department shall send only two warning letters to the same property owner in any calendar year. If further violations of this chapter occur, the condition causing a violation may be abated without notice.

(Ord. 1980 (part), 2006)

( Ord. No. 2446, § 10-9-2017 )

8.08.060 Costs of removal to constitute lien on property—Interest—Collection.

A. If the director of the Housing and Community Development Department causes a condition to be abated under this chapter, the cost or expense of such abatement, plus one hundred dollars (\$100.00) for the cost of administering the provisions of this chapter, shall be assessed, and the director of the Housing and Community Development Department shall issue a notice to the property owner. The notice shall be in writing and shall state the following:

1. The amount of the fees due as of the date of the notice;

2. That if the owner fails to pay the fees due within thirty (30) days after billing, the director of the Housing and Community Development Department shall cause to be recorded in the department of finance the amount of fees due and owing, and such amount will be carried on the records of the city and shall be collectible in the same manner as real estate taxes are collected;

3. The owner's right to appeal and method for appeal under Section 8.08.070.

B. If the full amount of any fees due to the city is not paid by the owner within thirty (30) days after billing and the property owner does not file a timely appeal, the director of the Housing and Community Development Department shall cause to be recorded in the department of finance the amount of fees due and owing, and such amount will be carried on the records of the city and shall be collectible in the same manner as real estate taxes are collected, including the accrual of interest.

(Ord. 1992 (part), 2006: Ord. 1980 (part), 2006)

( Ord. No. 2446, § 10-9-2017 )

8.08.070 Appeal.

A. Any person wishing to appeal a determination of the director of the Housing and Community Development Department regarding the provisions of this chapter shall file a written notice of appeal with the Housing and Community Development Department within twenty-one (21) days after receipt of a notice sent pursuant to the provisions of this chapter. The notice of appeal shall contain a statement of grounds for the appeal. The notice of appeal shall be accompanied by a fee of one hundred dollars (\$100.00).

B. The director of the Housing and Community Development Department shall refer the appeal to the housing board of adjustments and appeals. The board shall meet monthly, or more frequently at the call of the chair, to hear appeals. The board shall notify the owner in writing of the time and place of the hearing.

C. When hearing appeals under this chapter, the board shall follow the procedures set forth in Chapter 15.24.

(Ord. No. 2121, 9-13-2010; Ord. No. 2446, § 10-9-2017)

**8.08.080 Meadow Cultivation.**

**Meadows are a planned, intentional, and maintained planting of grasses and wildflowers that are commonly found in meadow and prairie plant communities, so not to include noxious weeds. The cultivation of Meadows shall be exempt from in the requirements of section 8.08.010 (Cutting or removal of grass, weeds, brush and plant growth required) if the following conditions are met:**

**A. The Meadow shall be managed in a manner so not to become infested with weeds or to create a stagnant, foul-smelling condition;**

**B. The Meadow shall be managed so not to contain noxious weed growth and must include at minimum, a majority of plants native to Maryland. Noxious Weeds shall be defined as any annual, biennial, or perennial weed or plant that adversely effects and/or threatens agricultural production, including but not limited to any noxious weed defined by the Maryland Department of Agriculture;**

- 193 **C. The Meadow shall be set back not less than ten (10) feet from front property line;**  
194  
195 **D. The Meadow shall be set back not less than five (5) feet from side and/or rear**  
196 **property line;**  
197  
198 **E. No Meadow set back is required for side and/or rear property line if a fully opaque**  
199 **fence, at least five (5) feet in height, is installed between the Meadow and neighboring side**  
200 **and/or rear property;**  
201  
202 **F. The Meadow shall be cut to a height no greater than eight (8) inches a minimum of**  
203 **one (1) time annually between September 15 and March 15; and**  
204  
205 **G. All property owners who desire to participate in cultivating a Meadow must first**  
206 **register with the Housing and Community Development Department.**  
207  
208

209 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
210 Salisbury held on this \_\_\_\_ day of \_\_\_\_\_ 2021, and thereafter, a statement of the substance  
211 of the Ordinance having been published as required by law, was finally passed by the Council on  
212 the \_\_\_\_ day of \_\_\_\_\_, 2021.  
213  
214

215 **ATTEST:**  
216

217 \_\_\_\_\_  
218 Kimberly R. Nichols, City Clerk

\_\_\_\_\_  
Jack Heath, President  
Salisbury City Council

222 APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2021.  
223  
224

225 \_\_\_\_\_  
Jacob Day, Mayor

## SIGN UP TODAY!

TOGETHER WE WILL KEEP THE EASTERN  
SHORE POLLINATOR FRIENDLY!

### POLLINATOR FRIENDLY GARDEN INTEREST FORM

#### CONTACT INFORMATION

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE \_\_\_\_\_

#### GARDEN DESCRIPTION

##### WHAT IS YOUR GEOGRAPHIC LOCATION?

☐ URBAN ☐ SUBURBAN ☐ RURAL

##### HOW LARGE IS YOUR GARDEN SPACE?

☐ LESS THAN 1/4 ACRE ☐ 1/4-1 ACRE  
☐ 1-5 ACRES ☐ 5-10 ACRES ☐ 10+ ACRES

##### WHAT TYPE OF RESIDENCE?

☐ HOUSE ☐ TOWNHOUSE ☐ APARTMENT  
☐ CONDOMINIUM ☐ FARM (HOME SITE)  
☐ ASSISTED LIVING ☐ SCHOOL ☐ BUSINESS  
☐ COMMUNITY GARDEN

##### WHAT WOULD YOU LIKE TO SEE MORE OF IN YOUR YARD?

☐ BIRDS ☐ BUTTERFLIES ☐ BEES

PLEASE COMPLETE & SEND FORM TO:

LOWER SHORE LAND TRUST  
100 RIVER STREET, SNOW HILL MD 21863

OR SCAN AND EMAIL TO:

INFO@LOWERSHORELANDTRUST.ORG



COURTESY OF BARBARA SEABROOK'S POLLINATOR GARDEN

### THANK YOU!

Your support for this program helps promote  
our goal for protecting natural heritage on  
the Lower Shore.

## LOWER SHORE LAND TRUST

100 RIVER STREET, SNOW HILL MD 21863

FOR ADDITIONAL RESOURCES, EVENTS &  
WORKSHOPS, CONTACT:  
INFO@LOWERSHORELANDTRUST.ORG

VISIT WWW.LOWERSHORELANDTRUST.ORG  
CALL US AT 443-234-5587

## LOWER SHORE LAND TRUST

# POLLINATOR CERTIFICATION PROGRAM



*The Lower Shore Land Trust  
Pollinator Certification Program  
promotes best management  
techniques to foster habitat for  
pollinators and other wildlife*

LOWER SHORE  
**LAND** TRUST



# STEPS TO CERTIFY YOUR POLLINATOR FRIENDLY GARDEN

1. Review the certification criteria below (more information online), fill out the Pollinator Friendly Garden Interest Form on the back side and email to [info@lowershorelandtrust.org](mailto:info@lowershorelandtrust.org), or mail to: LSLT, 100 River Street, Snow Hill, MD 21863.
2. Once we receive your interest form, we will send you an application and additional resource materials for habitat enhancement activities.
3. Fill out the application and send (with photos electronically) to LSLT for review.
4. Once approved, you'll receive your Pollinator Friendly sign and recognition from LSLT.
5. Look out for pollinator information and announcements from LSLT! Help spread the word about the benefits of pollinators to your friends and neighbors!

Check out our website for educational programs at [www.lowershorelandtrust.org](http://www.lowershorelandtrust.org)



## CRITERIA FOR CERTIFICATION

### FOOD SOURCES (AT LEAST 3)

- NATIVE PLANTS
- HOST PLANTS
- FRUITING TREES
- FEEDER
- DIVERSITY OF SCENT, COLOR, SIZE

### WATER SOURCES (AT LEAST 2)

- POND, RIVER, STREAM
- BIRDBATH
- HANGING DRIP BOTTLE
- BUTTERFLY PUDDLE AREA

### COVER SOURCES (AT LEAST 2)

- NATURAL SHELTER
- CONSTRUCTED SHELTER
- 3 CANOPY LAYERS
- BASKING/ NESTING SITE

### CONSERVATION PRACTICES (AT LEAST 8)

- COMPOST
- RAIN GARDEN
- REDUCED LAWN AREAS
- XERISCAPE
- NATIVE SPECIES
- NO FERTILIZER USE

FIND MORE SUGGESTIONS ON OUR WEBSITE



## ENVIRONMENTAL BENEFITS OF POLLINATOR GARDENS

- CLEAN AIR & WATER
- PREVENTS EROSION
- SUPPORTS BIODIVERSITY & ECOLOGICAL RESTORATION
- ENHANCES PLANT PROPAGATION

THESE BENEFITS ARE CRUCIAL TO HUMANKIND AND ARE REFERRED TO AS ECOSYSTEM SERVICES; THE PROCESSES IN WHICH THE ENVIRONMENT PRODUCES RESOURCES.

Thanks to generous support from:



## LSLT MISSION

LOWER SHORE LAND TRUST IS DEDICATED TO PRESERVING RURAL LANDS, TO PROMOTING VIBRANT TOWNS, AND TO BUILDING A HEALTHIER AND MORE CONNECTED EASTERN SHORE.



## POLLINATOR PROJECT VISION

OUR VISION IS TO ENSURE A HEALTHY ENVIRONMENT FOR POLLINATORS ON THE EASTERN SHORE BY ENCOURAGING STEWARDSHIP OF OUR NATURAL RESOURCES AND PROMOTING THE BENEFIT OF POLLINATORS THROUGHOUT OUR RURAL COMMUNITIES.

To keep this program sustainable, we ask for a \$25 dollar donation upon submitting your application. This helps us cover costs for printing, mailing, signage, and other resources and support to keep this program going!



**Board of Directors**

*Chair – Hugh Cropper, IV*

*Vice Chair – Judith Stribling*

*Treasurer – Suzy Taylor*

*Secretary – Pete Bozick*

*Ben Alder*

*Karl Binns, Jr.*

*Anthony DiPaolo*

*Mike Dryden*

*David Harkins*

*Meegan Kennedy*

*Robin Tomaselli*



**Lower Shore Land Trust**

*100 River Street*

*Snow Hill, Maryland 21863*

*443-234-5587*

[www.lowershorelandtrust.org](http://www.lowershorelandtrust.org)

September 15, 2021

Jack Heath  
Council President, City of Salisbury  
125 North Division Street  
Salisbury, MD 21801

Re: A letter in support of the Pollinator Meadow Ordinance

Dear Council President Heath,

The Lower Shore Land Trust (LSLT) is submitting this letter of support for the City's update of Chapter 8.08 to allow the cultivation of pollinator meadows within the City of Salisbury.

The City of Salisbury has taken many steps recently to support wildlife and wildlife habitat within its boundaries including the City's certifications as both a Bee City and a Bird City. The approval of the changes to the Brush, Weed, and Obnoxious Growth ordinance would support these recent initiatives by allowing property owners within the City to cultivate and care for meadows that would provide critical urban habitat for pollinators and other wildlife and compliment the City's own efforts on City-owned properties such as City Park.

Proper management of these areas is critical to both the health of the meadows and the aesthetic appeal of the City. These meadows add beautiful color and texture to yards and can provide habitat for pollinators, birds, and other beneficial creatures year-round. Well managed meadows can also provide benefits for stormwater management as they can help increase infiltration rates and reduce runoff to the storm drains.

LSLT has been working with municipal landowners for years through our Pollinator Certification Program (Brochure attached). This program provides landowners with information on best practices for a pollinator-friendly garden. The proposed changes in the City ordinance would allow landowners to adopt many of the suggested pollinator certification criteria that they may not currently be able to under current regulations.

LSLT thanks the City for all of their efforts to increase well-managed wildlife habitat within its boundaries.

Sincerely

A handwritten signature in cursive script that reads "Kate Patton".

Kate Patton  
Executive Director, LSLT



**209 East Market Street – Suite 209**

**Salisbury, Maryland 21801**

**443-366-5485**

**wicomicoenvironment.org**

September 15, 2021

Salisbury City Council members  
125 North Division St.  
Salisbury, MD 21801

Re: Proposed Ordinance to Allow Maintained Meadows in Salisbury

Honorable Members:

The Wicomico Environmental Trust strongly supports the revisions to the City's property maintenance code that allows residents to plant maintained meadows in their yards, and we ask the Council to support this proposed ordinance.

There is growing scientific support for and public interest in regenerating habitat for wildlife and pollinators by converting lawn to more ecologically rich alternatives. An increasing number of homeowners are creating meadows, vegetable gardens, and pollinator gardens, all of which reduce stormwater runoff and provide vital habitat for bird, bees, butterflies, and other wildlife.

The proposed meadow ordinance revision to the property maintenance code provides specific, useful guidance for homeowners regarding invasive plants that the State of Maryland has determined should be avoided. It also lays out specific approaches, such as setbacks and annual mowing, for maintaining a meadow or garden that meets City code requirements and neighborhood aesthetics.

WET believes strongly that the City of Salisbury should encourage this trend toward replacing sections of lawn with native plant vegetation (flowers, shrubs, vegetables, grasses, and trees). Among many other benefits, this would help Salisbury to fulfill its commitments as a "Bee City" and a "Tree City."

Thank you for taking into account our input as you consider this update to the City Code.

Respectfully,

*Madeleine B Adams*  
Madeleine Adams  
President, Board of Directors

*The Wicomico Environmental Trust is a public charity recognized  
as tax exempt by the IRS under Section 501(c)(3).*



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

To: Julia Glanz, City Administrator  
From: Amanda Pollack, P.E., Director of Infrastructure and Development AP  
Date: August 23, 2021  
Re: Resolution – 117-119 W. Main Street Comprehensive Connection Charges Waiver

---

Attached is a letter from SBY Distillery, Corp dated August 14, 2021 which requests consideration for a waiver of Comprehensive Connection Charges for the redevelopment of 117-119 West Main Street. The proposed project is to convert the first floor to a restaurant and distillery. The total request is for a waiver of 28 EDUs. At the current Comprehensive Connection Charges rate of \$3,710, the waiver request is equivalent to \$103,880.00.

Infrastructure and Development has evaluated the eligibility of this project for the waiver program based on the criteria established via Ordinance No. 2611. 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. For the public benefit, the developer will fund \$5,000 towards new street lights along St. Peter's Street and will fund a bicycle rack.

Attached is a Resolution for consideration to waive the Comprehensive Connection Charges associated with the redevelopment of 117-119 West Main Street. 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.



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**A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND  
AUTHORIZING THE CITY OF SALISBURY'S COMPREHENSIVE CONNECTION  
CHARGES TO BE WAIVED FOR THE DEVELOPMENT OF 117-119 WEST MAIN  
STREET.**

**WHEREAS**, SBY Distillery, Corp. has requested a waiver of the Comprehensive Connection Charges for the proposed development of 117-119 West Main Street (the “**Project**”); and

**WHEREAS**, the proposed development is located within the municipal limits of the City of Salisbury (the “City”) and the Central Business Zoning District; and

**WHEREAS**, the City seeks to encourage development and redevelopment in the Central Business Zoning District; and

**WHEREAS**, the City seeks to reduce the Comprehensive Connection Charges for eligible development and redevelopment in the Central Business Zoning District when specific criteria is met; and

**WHEREAS**, the City Council approved a Comprehensive Connection Charge Waiver process under Ordinance No. 2611 for development in the Central Business Zoning District; and

**WHEREAS**, the Project requires a total of 28 Equivalent Dwelling Units of water and sewer service; and

**WHEREAS**, the current Comprehensive Connection Charges for one Equivalent Dwelling Unit is \$3,710.00;

**WHEREAS**, the Comprehensive Connection Charges for 28 Equivalent Dwelling Units is \$103,880.00; and

**WHEREAS**, the Project meets the waiver eligibility criteria set forth in Ordinance No. 2611 in that: **(i)** the Project is located within the Central Business Zoning District; **(ii)** the Project constitutes new development and/or revitalization of an existing building; **(iii)** the Project does not receive a capacity fee waiver for public sponsored or affordable housing; **(iv)** the Director of Infrastructure and Development confirms that the Project complies, or will comply, with all applicable zoning and building code criteria, stormwater management code provisions and all requirements of the Salisbury Historic District Commission; **(v)** the Project meets the objectives identified in the Envision Salisbury Master Plan, adopted via Resolution No. 2600 dated March 17, 2016, as amended; and, **(vi)** the Project provides a public benefit by funding public street-scaping elements and public amenities; and

**WHEREAS**, the Director of Infrastructure and Development has recommended the waiver of the Comprehensive Connection Charges for the Project and submitted the aforesaid 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 ready for review and approval by the Council of the City of Salisbury.

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

**Section 1.** The City's Comprehensive Connection Charge for Twenty-Eight (28) EDUs allocated to the Project is waived for so long as the project continues to meet the criteria set forth in Ordinance No. 2611.

**Section 2.** In the event the 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.

**Section 3.** The waiver of the Comprehensive Connection Charge granted herein is valid for two (2) years from the time of the signing of this Resolution.

**Section 4.** The waiver of the Comprehensive Connection Charge granted herein 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.

**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.

**Section 6.** The Comprehensive Connection Charge waiver granted to SBY Distillery, Corp. by this Resolution is for the Project (as defined hereinabove) and to the properties located at 117-119 West Main Street. The Comprehensive Connection Charge waiver granted herein cannot be transferred or assigned by SBY Distillery, Corp. without the prior, express written consent of the Council of the City of Salisbury.

**Section 7.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Resolution shall be deemed independent of all other provisions herein.

**Section 8.** 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 Resolution 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 Resolution shall remain and shall be deemed valid and enforceable.

**Section 9.** The recitals set forth hereinabove are incorporated into this section of the Resolution as if such recitals were specifically set forth at length in this Section 9.

**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**

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

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

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

**SBY Distillery Corp**  
**318 W. Carroll Street Suite A**  
**Salisbury, MD 21801**

August 14, 2021

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: SBY DISTILLERY, CORP's Request for Connection Charge Waiver;  
Redevelopment of 117-119 W. Main Street Salisbury, MD 21801**

Dear Ms. Pollack:

On behalf of SBY Distillery, CORP ("SBY Distillery"), please accept this letter as SBY Distillery's formal request to the City of Salisbury for a waiver of the Connection Fees associated with SBY Distillery's redevelopment of 117-119 W. Main Street, Salisbury, Maryland 21081 (the "Building").

As the City is aware, SBY Distillery plans to redevelop the Building by: converting the basement and the first floor of 117-119 W. Main Street into a luxury style restaurant and distillery (the "Project"). The Project is on the brink of being permitted for construction. In the next few weeks, SBY Distillery will be submitting applications for preliminary approval from the City of Salisbury Historic District Commission (the "HDC") and the Salisbury-Wicomico County Planning & Zoning Commission.

The premise of the project is to create a luxury restaurant and distillery in the heart of the city while helping to beautify saint peters street. SBY Distillery would be willing to cover the cost of a bicycle stand, as well as up to \$5,000 towards the street lights being proposed on the street. In addition Davis Strategic agrees to provide a Dumpster within the foot print of the building and share this dumpster with neighboring buildings to help solve the issue of no trash services in close proximity to the project. SBY distillery also agrees to cover the cost of creating a mural on the building to help give people visiting downtown Salisbury another chance to see local art work. SBY Distillery will also provide safety lighting on the outside of the building to ensure the safest possible walking areas for local residents. We will provide outdoor eating/ tables/ canopies to allow people somewhere to sit while they tour downtown.

As part of this project SBY distilling agrees to build with Green Energy practices including meeting energy star ratings within the new restaurant/ distillery.

Pursuant to Ordinance No. 2611, the City created and authorized an “Comprehensive Connection Charge Waiver(CCCW)” to reduce the capacity fees assessed against certain development and redevelopment projects in the Central Business District, the Riverfront Redevelopment Area and the City’s designated Enterprise Zone. This project is located in the Central Business District and we will be redeveloping an existing building. Our project will feature a distillery, restaurant, and brewery. We expect to create 30 full time and part time jobs in downtown Salisbury. The new jobs will include hospitality, event operations, restaurant and distillery operations positions.

SBY Distillery estimates a total of 28 CCCW’s are needed for the Project. Under the City’s Comprehensive Connection Charge Waiver program, SBY Distillery is eligible for a waiver of the Capacity Fees associated with the CCCW’s allocated for the Project: the Project is located within the City’s Incentive Area; and, the Project satisfies all criteria governing the City’s waiver of Capacity Fees for development projects undertaken within the Incentive Area. Therefore, in accordance with the provisions of Chapter 13.04.120 of the City Code, SBY Distillery respectfully requests the City waive the Capacity Fees of \$84,792.00 assessed for the 28 CCCW’s needed for 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 SBY Distillery, thank you for your time and consideration of this request.


Sincerely,

Bret Davis





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

To: Julia Glanz, City Administrator  
From: Amanda Pollack, P.E., Director of Infrastructure and Development   
Date: September 3, 2021  
Re: Ordinance to Institute an Assessment on Transportation Network Companies on per Ride Basis

---

Salisbury Department of Infrastructure and Development has evaluated the feasibility of instituting an assessment per ride on Transportation Network Companies (TNC). TNC's is the umbrella term for companies such as Uber and Lyft. In 2015, the Maryland General Assembly passed laws allowing municipalities and counties to institute such assessments, with the fee capped at \$0.25 per ride. To date 7 jurisdictions have exercised this capability - Annapolis, Baltimore, Brunswick, Frederick (City), Montgomery County, Prince George's County and Ocean City.

In keeping with the Maryland Code, Public Utilities § 10-406, revenue created by the assessment must be placed in a dedicated Transportation (as defined under the Maryland Code) fund. As part of this process, the City is required to notify Wicomico County of our intent to begin the assessment as well as the State Comptroller Office, no later than 120 days before the assessment is to take effect. This is to allow the Comptroller's Office to begin the official process of creating the accounts where they will collect the assessment revenue on behalf of the City quarterly, and then dispense the revenue to the City as appropriate. TNC's are required to collect the assessment from every ride originating within the City's limits.

The Department of Infrastructure and Development supports the creation of a TNC assessment within the City. As TNC drivers are encouraged to constantly move, whether they have a passenger on board or not (this is done to reduce wait times for customers), the vehicles cause constant wear on the City's streets, produce emissions, and create congestion. Revenue collected under this program can be used maintain our streets and fund safety improvements.

The attached ordinance includes the necessary language to legally place the assessment on the TNC's and authorizes the Department of Infrastructure and Development to officially notify the County and Comptroller's Office of the City's intent.

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



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ATTEST:

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

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

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

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



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

Mr. Wayne Green, Director  
MD Comptroller's Office – Revenue Administration Division  
110 Carroll Street  
Annapolis, MD 21411

Mr. Green,

The City of Salisbury has initiated the legal process under the Public Utilities article of the Maryland Code to begin the implementation of an assessment on Transportation Network Service Companies, at the State maximum rate of \$0.25 per trip.

Cities may legally conduct this assessment under Md. Code Ann., Pub. Util. § 10-406, since 2015. In keeping with the requirements of the law under Md. Code Ann., Pub. Util. § 10-406, which mandate that a municipality initiating the assessment notify the State Comptroller's Office, please accept this letter as official notification of the City's intent. Further, the City shall ensure that all revenues collected from the assessment be utilized for transportation projects as defined under the Public Utilities article of the Maryland Code.

It is the intent of the City for the assessment to officially begin on \_\_\_\_\_, 2021. A similar notice has been sent to the Acting Executive of Wicomico County.

If you have any questions, please feel free to reach out to my office.

Respectfully,

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Julia Glanz  
City Administrator

CC:  
Amanda Pollack, P.E.  
Keith Cordrey  
Anne Klase, Asst. Comptroller – Comptroller's Office  
General Accounting Division – Comptroller's Office  
Corporate Information Reporting – Comptroller's Office



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

John Psota, Acting County Executive  
125 N. Division St, Rm 303  
PO Box 870  
Salisbury, MD 21801

Acting-Executive Psota,

The City of Salisbury has initiated the legal process under the Public Utilities article of the Maryland Code to begin the implementation of an assessment on Transportation Network Service Companies, such as Uber and Lyft, at the State maximum rate of \$0.25 per trip.

Cities may legally conduct this assessment under Md. Code Ann., Pub. Util. § 10-406, since 2015. In keeping with the requirements of the law, which mandate that a municipality initiating the assessment notify the County in which they are located, please accept this letter as official notification of the City's intent. Further, the City shall ensure that all revenues collected from the assessment be utilized for transportation projects as defined under the Public Utilities article of the Maryland Code.

It is the intent of the City for the assessment to officially begin on \_\_\_\_\_, 2021. As the revenues are collected by the State Comptroller's Office and then disbursed directly to the City, we expect no impact to the County's staff or workload.

If you have any questions, please feel free to reach out to my office.

Respectfully,


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Julia Glanz  
City Administrator

CC:  
Amanda Pollack, P.E.  
Keith Cordrey  
County Department of Finance  
Mark Whitelock



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

To: Julia Glanz, City Administrator  
From: Amanda H. Pollack, P.E., Director of Infrastructure & Development   
Date: September 3, 2021  
Re: Budget Amendment – CFES Endowment Grant for City Park Bridge and Bandstand Repairs

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The Department of Infrastructure & Development is requesting consideration for a budget amendment associated with the City Park Bridge and Bandstand. The Community Foundation of the Eastern Shore administers a Salisbury Park Bandstand & Bridge Designated Endowment Fund. Both structures are in need of annual maintenance work. The work proposed for the Bandstand includes painting the roof, removing and replacing deteriorated handrail, and painting the 2<sup>nd</sup> floor ceiling. The work proposed for the white historic pedestrian Bridge includes painting the bridge, removing and replacing deteriorated railing members, replacing sections of grating in disrepair and filling/sanding carvings in the railing. Both projects will require approval from the Maryland Historic Trust. Approval will be obtained before the projects are issued for bid.

Per the attached letter from David Plotts at the Community Foundation dated September 2, 2021, the endowment account has \$40,084.21 available for repairs. The budget amendment seeks to use \$40,000 from the endowment account and \$5,000 from surplus to cover contingency.

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY OF SALISBURY'S FY22 GENERAL FUND BUDGET AND THE GRANT FUND BUDGET TO ALLOCATE FUNDING FROM THE COMMUNITY FOUNDATION OF THE EASTERN SHORE AND GENERAL FUND GRANT MATCH FOR MAINTENANCE OF THE BANDSTAND AND BRIDGE IN THE CITY PARK.**

**WHEREAS**, the City of Salisbury (the "City") has the responsibility for maintenance of the Bandstand and the historic pedestrian Bridge in the City Park; and

**WHEREAS**, the Community Foundation of the Eastern Shore ("CFES") administers a Salisbury Park Bandstand & Bridge Designated Endowment Fund; and

**WHEREAS**, routine maintenance is currently needed on both the Bandstand and the Bridge, consisting of washing, repairing and painting the structures; and

**WHEREAS**, the CFES Salisbury Park Bandstand & Bridge Designated Endowment Fund has income available for the City to utilize for this required maintenance; and

**WHEREAS**, the City wishes to utilize some of the CFES endowment funds to complete the required maintenance; and

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

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

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

**Section 1.** Mayor Jacob R. Day is hereby authorized to establish a grant account for the Community Foundation of the Eastern Shore ("CFES"), on behalf of the City of Salisbury, for the City's acceptance of Salisbury Park Bandstand & Bridge Designated Endowment Fund monies in the amount of \$40,000.

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

**Section 2.**

**a)** The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

- 1) Increase CFES Revenue Account No. 10500-426100-XXXXX by \$40,000.
- 2) Increase Grant Match – General Fund Revenue Account No. 10500-499000-XXXXX by \$5,000.
- 3) Increase Park Bandstand & Bridge Maintenance – Construction Expense Account No. 10500-513026-XXXXX by \$45,000.

**b)** The City of Salisbury's FY22 General Fund Budget be and is hereby amended as follows:

- 1) Increase Current Year Surplus Account No. 01000-469810 by \$5,000.
- 2) Increase Grant Match – Parks Account No. 91001-599155 by \$5,000.

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

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

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

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

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

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

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68 **ATTEST:**

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

72 \_\_\_\_\_  
73 **John R. Heath, City Council President**

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

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81 **Jacob R. Day, Mayor**  
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# Community Foundation

## OF THE EASTERN SHORE

### **Officers**

Michael P. Truitt  
Chairman

James P. Jones  
Vice Chairman

Dr. Carolyn S. Johnston  
Secretary

W. Todd Hershey  
Treasurer

### **Directors**

Edward Barber

Allen C. Brown, Sr.

Velda E. Henry

Andy Kim

M. Dean Lewis

Ginnie Malone

Dwight W. Marshall, Jr.

Kathleen G. McLain

Daniel M. O'Connell

Janice M. Perdue

Ernest R. Satchell

Gregory D. Tawes

Lauren C. Taylor

James R. Thomas, Jr.

David A. Vorhis

Dr. Annette E. Wallace

Dr. George I. Whitehead, III

Gayle H. Widdowson

Stephanie T. Willey

Dr. Julius D. Zant

### **President**

Erica N. Joseph

September 2, 2021

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

RE: CFES Endowment Fund – City Park Bandstand & Bridge

Ms. Stam,

It is my understanding that the City of Salisbury would like to make a withdrawal from the endowment fund that has been established at the Community Foundation of the Eastern Shore (CFES) for the Salisbury City Park Bandstand and Bridge for some repairs that need to be made to those fixtures.

The CFES endowment fund for the City Park Bandstand and Bridge currently has an available balance of \$40,084.21. CFES will be happy to reimburse the City for repair expenditures not to exceed that amount upon receipt of copies of the invoices for those repairs.

Sincerely,



David Plotts  
Controller



Excellence. Accountability. Impact.™



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

**To: City Council**

**From: Julia Glanz, City Administrator**

**Subject: Budget Amendment to Add Position**

**Date: September 15, 2021**

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During the 2017 City reorganization two deputy city administrators positions were created. Over time and working through the new organization structure the Administration learned that a cleaner chain of command existed with only one deputy city administrator. We did realize at the time that there were gaps in the area of communication and public relations so we created the position of Social Media Specialists to our communications team. This was an incredible addition to our team and has enabled the City to be forward thinking when it comes to communication strategy.

Continuing with building the strongest team possible, another gap that has been glaring over the years has been that in the area of senior level project management, policy development, and governmental affairs on the State and Federal level. Before the Council is the opportunity for the City to become more effective and efficient in developing new and improved legislation, internal policy for employees, lobbying in Annapolis, securing federal financial earmarks with the addition of the position Special Assistant for Intergovernmental Affairs. This position will report directly to the Deputy City Administrator and work closely with the Administration to focus on the above areas. We believe the Council, and the City at large, will immediately see the benefits of this additional position upon approving this budget amendment

Please let me know if you have any questions.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN  
AMENDMENT OF THE CITY OF SALISBURY'S FY22 GENERAL FUND  
BUDGET FOR THE ADDITION OF THE POSITION OF SPECIAL  
ASSISTANT FOR INTERGOVERNMENTAL AFFAIRS.

**WHEREAS**, the Mayor's office has determined a need for a new position to be titled "Special Assistant for Intergovernmental Affairs"; and

**WHEREAS**, this position will enable the City to become more effective and efficient in developing new and improved legislation, internal policy for employees, lobbying in Annapolis, securing federal financial earmarks

**WHEREAS**, to fund the salary and benefits for the remainder of the year the Department of Finance has estimated \$39,600 is required, and.

**WHEREAS**, the Mayor's office budget does not currently have sufficient funds to cover the additional cost of the new position.

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

**Section 1.**

- a) The City of Salisbury's Authorized Positions be amended to include an additional position titled "Special Assistant for Intergovernmental Affairs" and be assigned Grade 8
- b) The City of Salisbury's FY22 General Fund Budget be and is hereby amended as follows:

Department	Account Description	Account	Amount
	Current Year Surplus	01000-469810	39,600
Mayor's Office	Salaries	12000-501001	39,600

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

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

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

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

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

**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.

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***[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***

**ATTEST:**

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

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

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

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