



## CITY OF SALISBURY CITY COUNCIL AGENDA

September 27, 2021

6:00 p.m.

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

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:02 p.m. SILENT MEDITATION
- 6:03 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:04 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- September 7, 2021 Work Session Minutes
  - September 13, 2021 Legislative Session Minutes
  - **Resolution No. 3124**- to approve the reappointment of Alexander McRae to the Bicycle & Pedestrian Advisory Committee for term ending October 2024
  - **Resolution No. 3125**- to approve the reappointment of Jane S.W. Messenger to the Historic District Commission for term ending October 2024
  - **Resolution No. 3126**- to approve the appointment of Leigh Yanus to the Zoo Commission for term ending September 2024
- 6:08 p.m. RESOLUTION- City Administrator Julia Glanz
- **Resolution No. 3127**- authorizing the City of Salisbury's Comprehensive Connection Charges to be waived for the development of 117-119 West Main Street
  - **Resolution No. 3128**- authorizing 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 City of Salisbury's construction and installation of a handicap access ramp at the rear entrance of the Downtown Salisbury Visitor Center Building and other matters relating thereto
- 6:15 p.m. **PUBLIC HEARING- East Lincoln Avenue - M&L Rentals, LLP Annexation**- City Administrator Julia Glanz
- **Resolution No. 3105**- proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury to be known as "East Lincoln Avenue – M & L Rentals, LLP Annexation" beginning for the same point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the land of M & L Rentals, LLP, being known as Lot A containing 0.245 acres, more or less.

- **Resolution No. 3106**- approving the annexation plan for the annexation known as “East Lincoln Avenue – M & L Rentals, LLP Annexation”

6:24 p.m. ORDINANCES- City Attorney Michael Sullivan

- **Ordinance No. 2681**- 2<sup>nd</sup> reading- approving an amendment of the City’s Grant Fund Budget to reallocate budgeted matching funds from other grant projects to the Zoo Special Events Pavilion, Phase 2 project
- **Ordinance No. 2682**- 2<sup>nd</sup> reading- approving an amendment of the City’s General Capital Project Fund budget to reallocate funding for the Zoo Administrative Office Space project
- **Ordinance No. 2683**- 1<sup>st</sup> reading- 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
- **Ordinance No. 2685**- 1<sup>st</sup> reading- to amend Chapter 8.08 Brush, Weeds and Obnoxious Growth to include the definition & requirements of Meadow Cultivation and to allow for the cultivation of meadows in the City of Salisbury, Maryland
- **Ordinance No. 2686**- 1<sup>st</sup> reading- authorizing the Mayor to enter into a contract with the U.S. Department of Housing & Urban Development for the purpose of accepting additional Community Development Block Grant (CDBG) funds in the amount of \$17,796.00, and to approve a budget amendment to the grant fund to appropriate such CDBG funds for the projects outlined in the 2021 CDBG Action Plan
- **Ordinance No. 2687**- 1<sup>st</sup> reading- 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
- **Ordinance No. 2688**- 1<sup>st</sup> reading- 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

6:50 p.m. PUBLIC COMMENTS

6:55 p.m. ADMINISTRATION and COUNCIL COMMENTS

7:00 p.m. ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk’s Office, Room 305 – City/County Government Office Building, 410-548-3140 or on the City’s website [www.salisbury.md](http://www.salisbury.md). City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council’s meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.

**NEXT COUNCIL MEETING – OCTOBER 11, 2021**

- **Resolution No.** - to re-appoint Dr. Katherine Jones to Disability Advisory Committee
- **Ordinance No. 2683**- 2<sup>nd</sup> reading- 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
- **Ordinance No. 2685**- 2<sup>nd</sup> reading- to amend Chapter 8.08 Brush, Weeds and Obnoxious Growth to include the definition & requirements of Meadow Cultivation and to allow for the cultivation of meadows in the City of Salisbury, Maryland
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Join Zoom Meeting

<https://us02web.zoom.us/j/88186172560>

Meeting ID: 881 8617 2560

Phone: 1.301.715.8592

Posted 9/23/21

Revised 9/27/21 (Removed Ord. 2684)

CITY OF SALISBURY  
WORK SESSION  
SEPTEMBER 7, 2021

Public Officials Present

Mayor Jacob R. Day (left at 5:03 p.m.)  
Councilwoman Angela M. Blake  
Councilwoman April Jackson (arrived 4:38 p.m.)

Council Vice-President Muir Boda  
Councilwoman Michele Gregory

Public Officials Absent

Council President John “Jack” R. Heath

In Attendance

City Administrator Julia Glanz, Department of Infrastructure & Development (DID) Director Amanda Pollack, Business Development Director Laura Soper, City Attorney Michael Sullivan, City Clerk Kimberly Nichols, and members of the Public.

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On September 7, 2021 the Salisbury City Council convened in a hybrid Work Session (in person and on Zoom Conferencing Video) at 4:30 p.m. in Council Chambers with Council Vice-President Muir Boda presiding. The following is a synopsis of the topics discussed.

**Chesapeake Utilities Corporation- Somerset Natural Gas Project Update**

Department of Infrastructure and Development (DID) Director Amanda Pollack provided the monthly update. As of August, 99.9% of the pipeline installation was complete within the City limits, with line testing and activation remaining to be done. She suggested this could be the last monthly pipeline update.

Mayor Day said Chesapeake Utilities was well represented at a Rail Trail meeting and they indicated they perform some site improvements in anticipation of the Folk Festival.

Ms. Blake discussed seeking permission to place City scaping on the property. Mayor Day said that they would not ask to do anything on someone else’s property adjacent to their right-a-way. Ms. Pollack said they were not trying to purchase property from Northrop Southern but were trying to work with the adjacent other property owners because there was a strip owned by Rinnier.

**Budget Amendment for Grant Match associated with the Zoo Special Events Pavilion- Phase 2**

Ms. Pollack reported the City had received Program Open Space (POS) funds for Phase I of the Zoo Pavilion Project which included renovations to the restrooms. This year’s budget ordinance included a match for POS funds for a project they requested for the existing tennis courts, but was not approved through POS. They received positive



feedback for Phase II of the Zoo Pavilion Project. She requested to reallocate the grant match for the Tennis Court Project to the Zoo Pavilion Project- Phase 2.

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

### **Budget Amendment for Capital Projects Funds for the Zoo Administrative Office Space Project**

Ms. Pollack reported that DID was working with a vendor to furnish and install a new trailer for the Zoo Administrative office. The prices were over budget partly due to needing to comply with the floodplain regulations. The project was funded through a bond allocation, and this project was the last item on the bond. She requested moving all of the available interest revenue to the project to also cover modifications to the existing fence, site preparation, utility connections and construction of the ADA ramp.

Council reached unanimous consensus to move forward with the budget amendment.

### **Draft Port Feasibility Study**

Business Development Director Laura Soper reported on the Port Feasibility Study, which was nearing completion after several months' work with Century Engineering and CPCS Transcom. She introduced Eric Oberhart, Senior Consultant with CPCS Transcom who joined the Work Session via Zoom.

Mr. Oberhart provided an overview of the report which would be distributed later in the week and explained the objective was to get a better understanding of whether or not a multi-user port facility could be economically and physically feasible in Salisbury, and if feasible, what potential benefits could be expected. Mr. Oberhart's presentation has been included as part of the minutes.

Mayor Day shared that Senators Cardin and Van Hollan stated they would never let the dredging money go to waste, and there was a lot of support from the federal delegation for keeping the port funded. The City was working on the acquisition of land in the North Prong area, but something that needed to eventually be addressed was that the City would have to remove the active users out of the property that the City wanted. Mayor Day thought that opposition would be heard from the residential land users from across the river regarding the scale of the waterside infrastructure,

Ms. Jackson asked about other options the North Prong redevelopment area could include. Mr. Oberhart said it could be recreational, commercial, or residential, or a combination of all three. She asked if the recreational was simply because there could be contamination. He said that was not a consideration as they were focused primarily on heavy engineering and planning work on the potential facility developed on the main branch of the river.

Ms. Blake was concerned that redevelopment could potentially increase truck traffic necessitating a discussion on how the impact could be offset.

Mr. Boda said that both of the senators were doing their part in ensuring the Army Corps of Engineers was dredging, and there were things the City had to do while being aware of the residents' concerns and looking to the future.

### **Fortune Telling License Legislation**

City Attorney Michael Sullivan reported that following the last meeting held to approve the Fortune Telling license legislation it was clear that Council wished to pare down and streamline the licensing process. The process was made very straight-forward limiting as much of Administration's time and attention to similar other City licenses. If one wished to engage in the business of fortune telling, a Fortune Telling license was simply needed. Definitions were removed from the legislation. It was possible that individuals with such licenses would be called to other locations to perform fortune telling.

Council appreciated the simplistic nature of the section and would approve the legislation on Monday, September 13, 2021 for second reading, as amended.

### **Council Comments**

Ms. Glanz said the Folk Festival was well underway and the weather was looking great.

Ms. Jackson encouraged residents to be safe and wear their masks.

Ms. Blake encouraged everyone to volunteer for the Folk Festival. If healthy enough, she asked everyone to donate blood.

Ms. Gregory asked those not vaccinated to please get their vaccinations. She was looking forward to the Folk Festival.

Mr. Boda asked if there was enough beer and wine this year, and Ms. Glanz assured there was. The next big event was the Average Joe's ½k.

### **Adjournment**

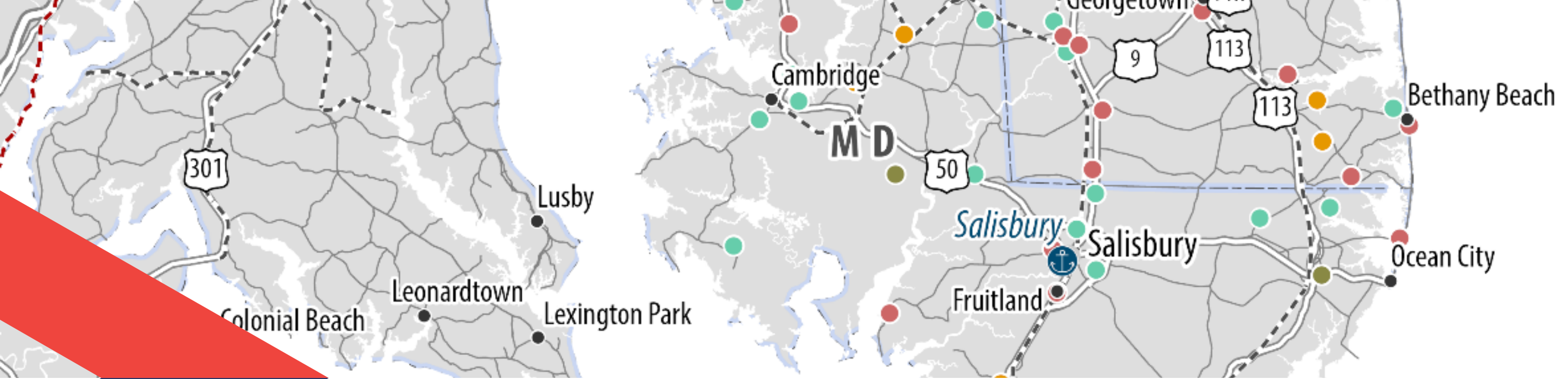
With no further business to discuss, the Work Session was adjourned at 5:27 p.m.

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City Clerk

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Council President



# Salisbury Port Feasibility Study



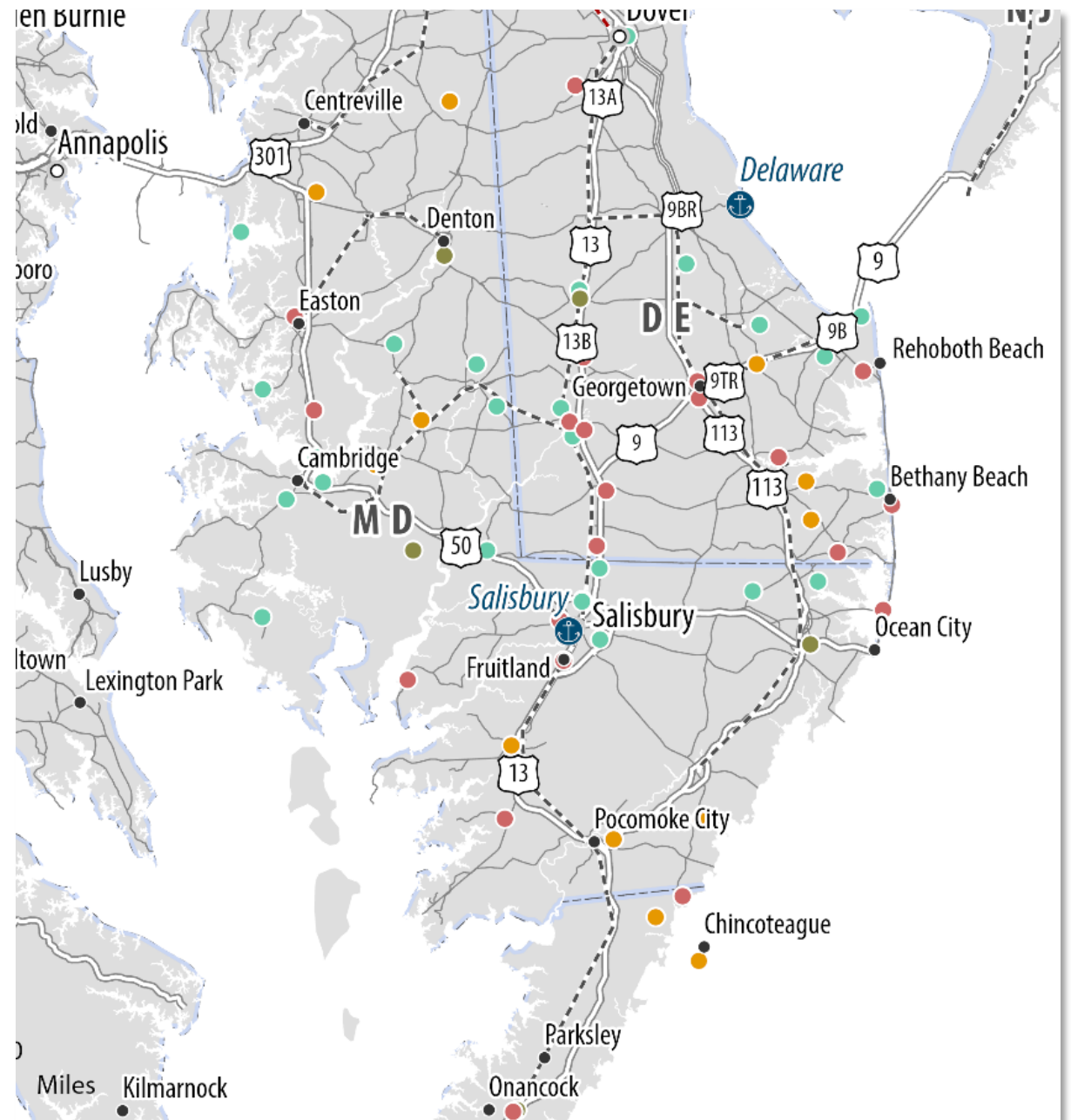
**Presentation to Salisbury City Council**

September 7, 2021

# Project Objective

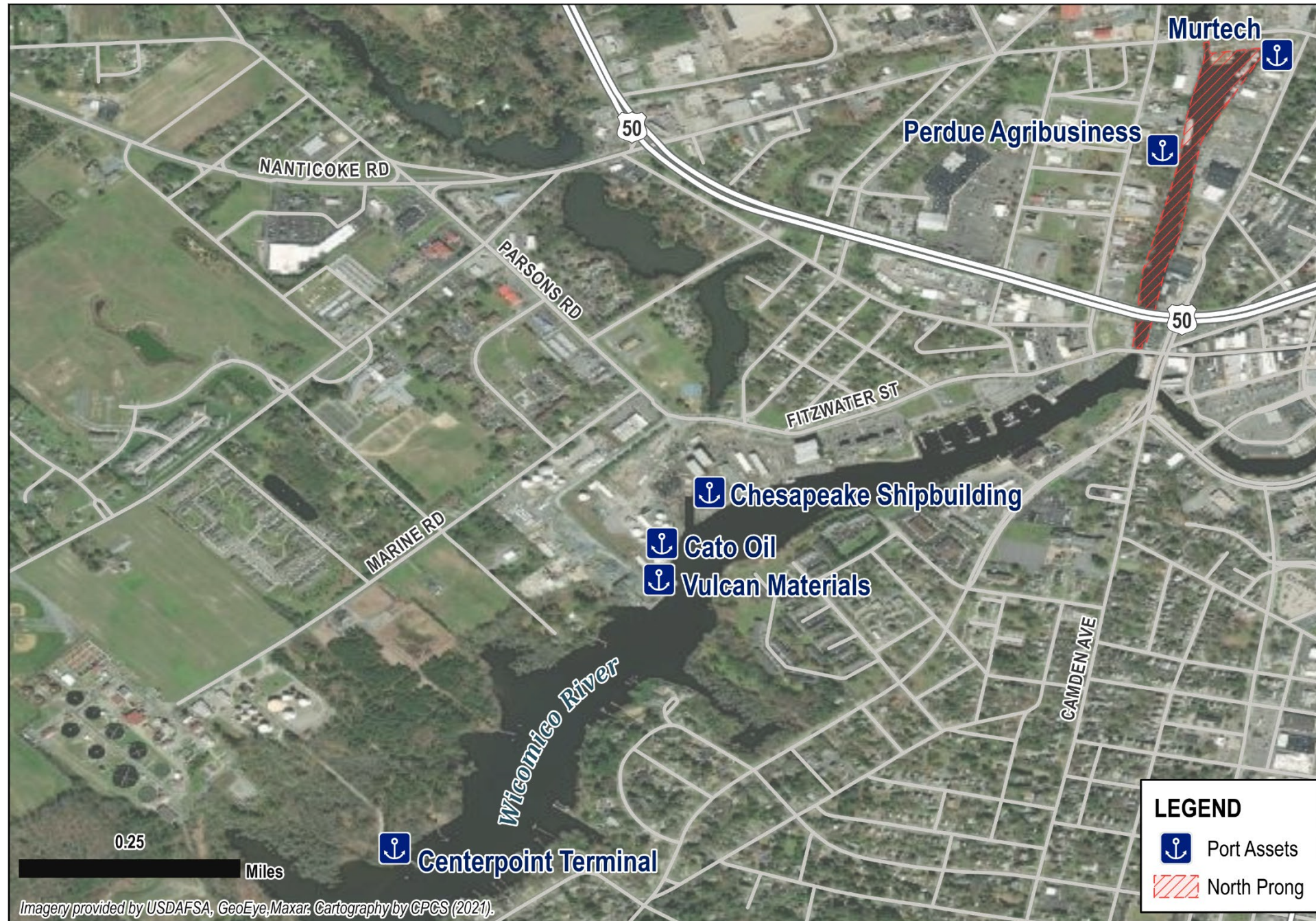
**Is a multi-user port facility economically and physically feasible?**

**If feasible, what are its potential benefits for Salisbury and Delmarva businesses?**





# Port Facilities



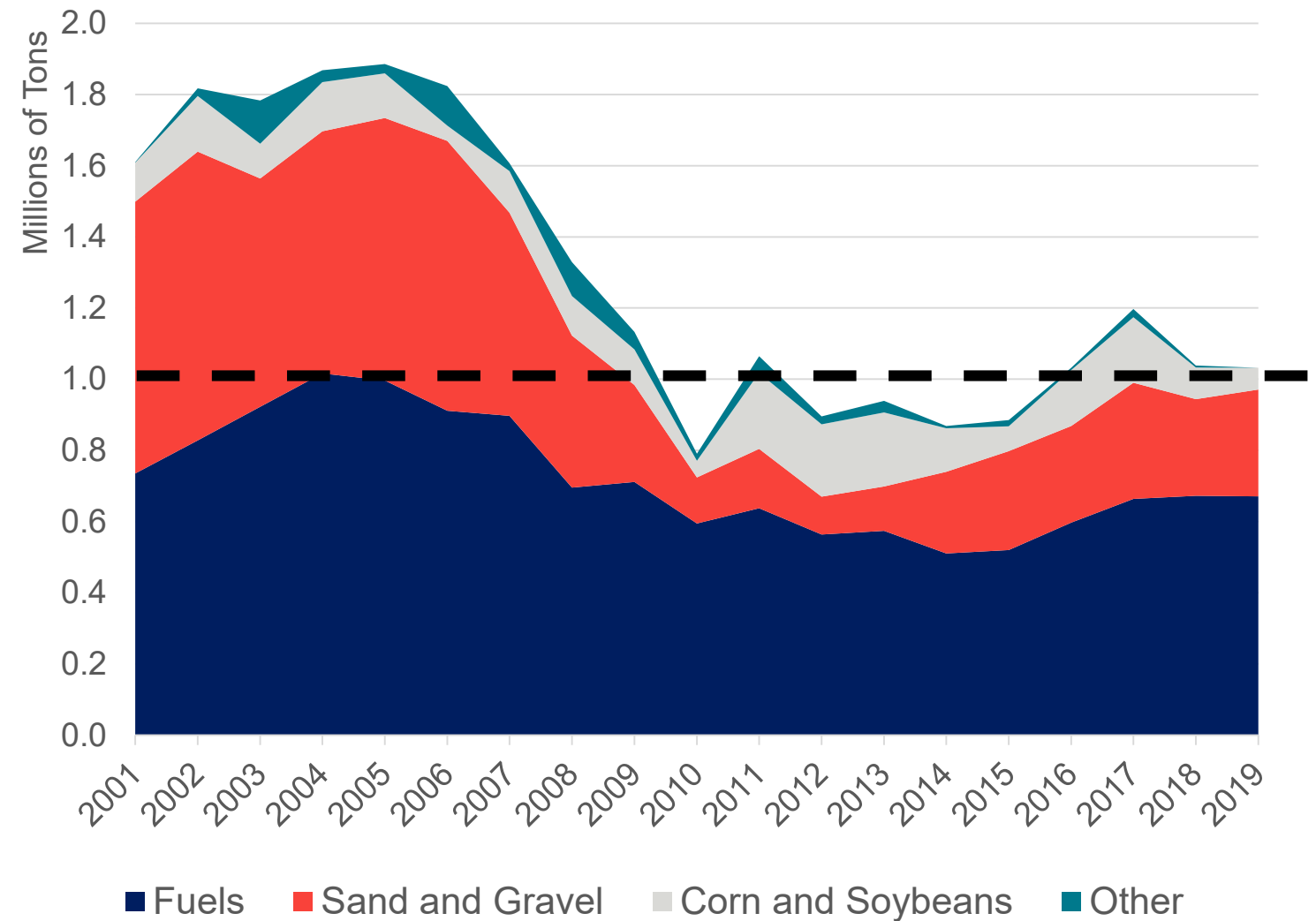




# Port Operations

**A significant receiver of fuel, aggregate, and agricultural products for communities across the region**

- Barge or water shipping is best for high-volume, lower-value commodities
- 1.03 million tons handled in 2019
- Almost all tonnage (99%+) is inbound
- One million tons is important threshold for US Army Corps of Engineers' dredging support on Wicomico River
- About 1,000 barge or towboat trips in 2019





# Opportunities for Port Development

**Key Opportunity: growth in existing cargoes**  
**Key weakness and threat: need for ongoing dredging support**

Strengths	Weaknesses
<ul style="list-style-type: none"><li>Existing facilities and “captive” traffic base</li><li>Geographic location – centrally located</li></ul>	<ul style="list-style-type: none"><li>Ongoing dredging is required</li><li>Limited vessel size and traffic capacity</li><li>City lacks experience with port development</li></ul>
Opportunities	Threats
<ul style="list-style-type: none"><li>Growth in existing port cargoes</li><li>Relocation of some facilities: opening up North Prong for higher, better uses</li><li>Creating room for shipyard expansion (long term)</li><li>Increased federal funding for infrastructure</li></ul>	<ul style="list-style-type: none"><li>Declining tonnage – loss of dredging support</li><li>Inability to recoup port development costs</li><li>Future development at competitor ports (ex: Seaford)</li></ul>

# Value of Port Engagement for Salisbury

## What port development *can* and *can't* do for Salisbury:

- Port develop **can** provide these public benefits:
  - Enable growth at existing businesses
  - Preserve cost-effective and energy-efficient supply chains for local businesses and residents
  - Preserve activity and employment in other water-related businesses
  - Support community goals, such as North Prong redevelopment
- Port development **should not be expected to** increase the diversity of businesses in Salisbury



Source: Envision Salisbury Downtown Master Plan



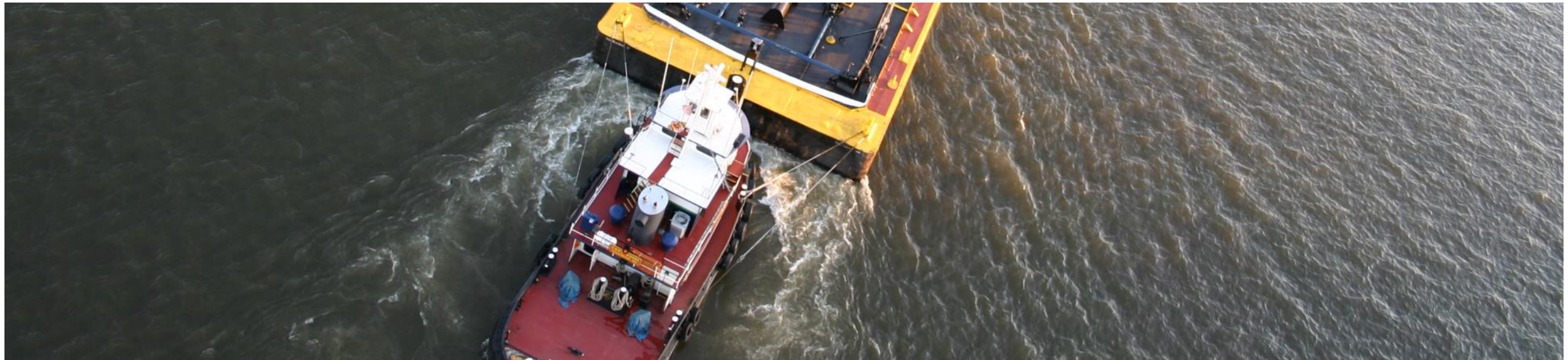
# Barriers to Port Development

Development needs information and coordination to be realized

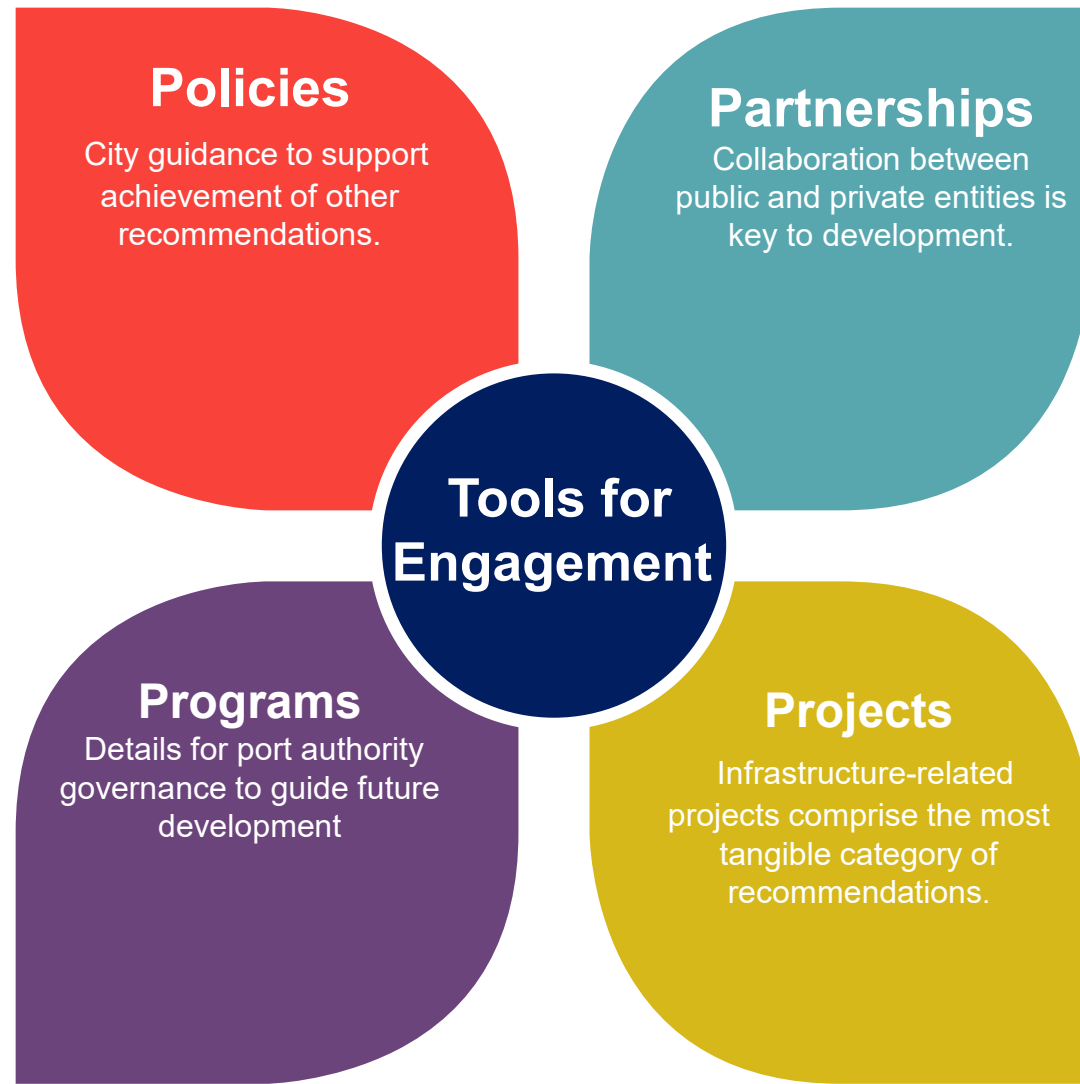
➤ Private parties have not engaged port development because of **uncertainty**:

- Low return on individual firms' private investments
- Lack of cooperation or communication between stakeholders
- Uncertainty about city's plans for port development or port areas

➤ The City can play a role in **information sharing and coordination** - reducing obstacles for private port stakeholders



# How can Salisbury Support Port Development?



**Based on the public benefits, the City of Salisbury should support port development in four ways:**



## Policies

Salisbury should adopt a **formal maritime policy** that clearly defines the City's role in supporting the maritime system in Salisbury and the goals that its actions are intended to achieve.



## Partnerships

Salisbury should **create a port administration** or authority organization and **provide sponsorship** to private companies applying for state or federal grants.



## Programs

A multi-user marine facility accessible to all users requires public ownership, which also then mandates **development of a port administration** to manage the infrastructure and coordinate between users.



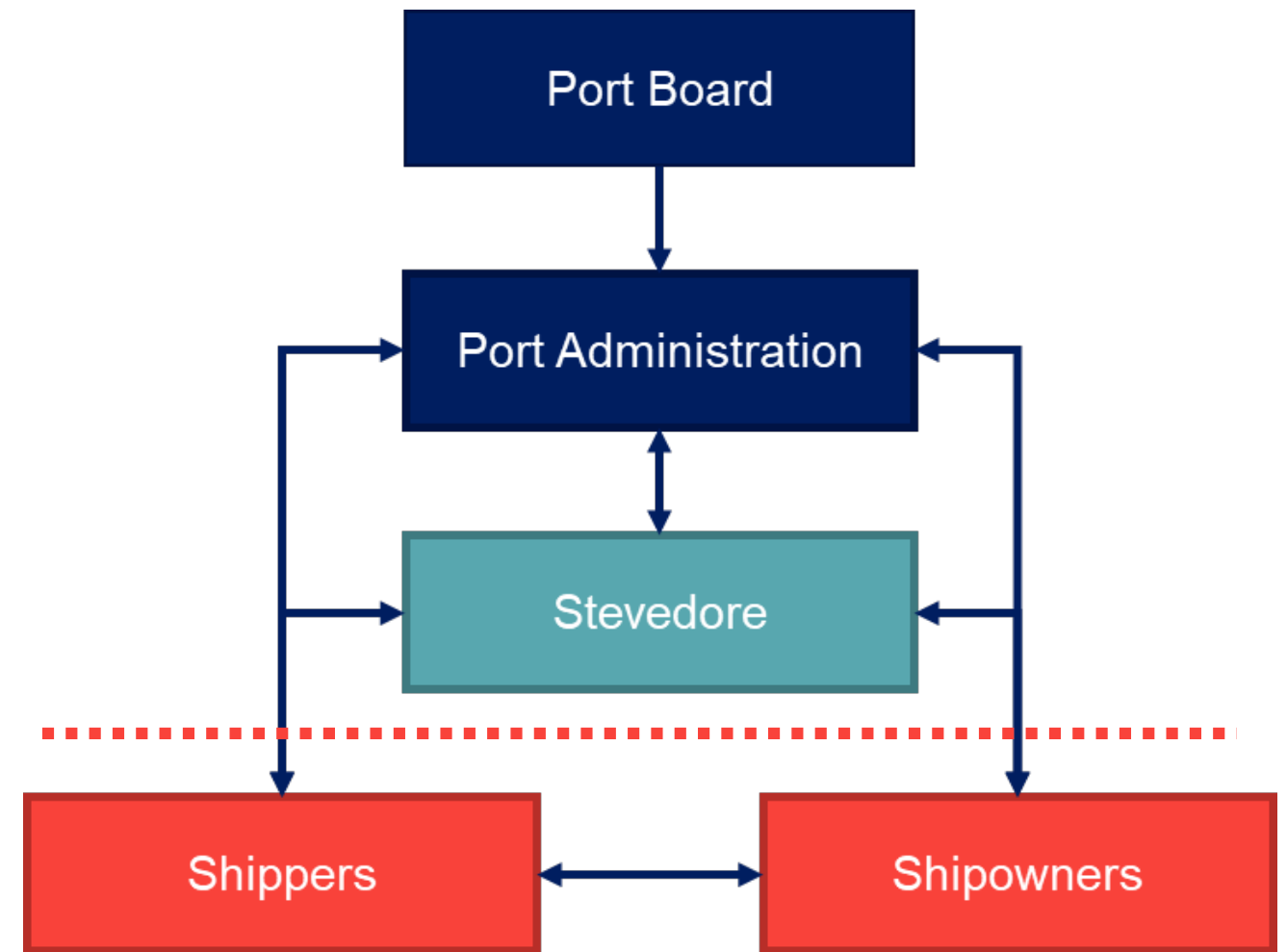
## Projects

**Secure grant support and private agreements** to support construction of cargo handling, site, and access road improvements at site on Marine Road.

# Port Authority Concept

**Authority guides port development and operations, prevents conflicts of interest**

- **Port Board:** paid or volunteer advisory panel, subject matter experts in maritime operations, engineering, economic development, environmental policy, etc..
- **Administration:** 1-2 paid staff to manage port operations and conduct business development
- **Stevedore:** probably not necessary in this situation, port tenants would conduct own cargo handling
- **Firewall** between board, and users/carriers. No users or elected officials on board.
- **Potential revenue sources:**
  - Long and short-term storage leases/fees
  - Port Dues and Docking Fees: 1x per call
  - Wharfage: cost per ton of cargo





# Proposed Facility

Multi-user port facility to support aggregates and agricultural products

## ➤ Site Improvements

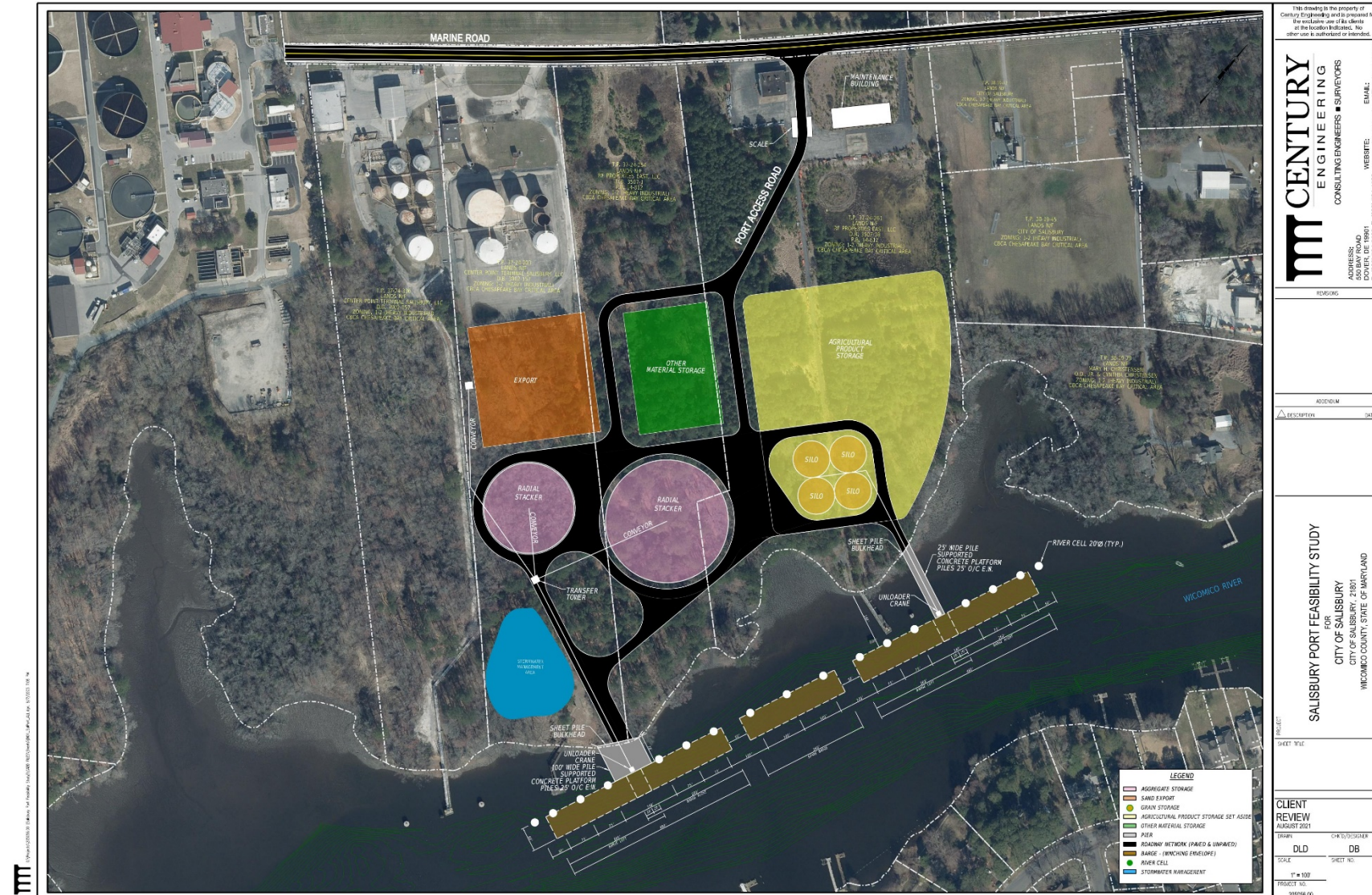
- Grading
- Roadway and Access
- Admin Building
- Scales
- Maintenance Building
- No Material Handling Equipment

## ➤ Marine Work

- 2 Piers
- River Cells
- Larger Pier on West End for Additional Materials

## ➤ Marine Road Work

- Roadway Widening
- Drainage
- Accommodates On-Street Parking





# Investment, Impacts, and Opportunities

Investments and Impacts	Benefits and Opportunities
<p>➤ <b>Cost of investment</b></p> <ul style="list-style-type: none"><li>• \$22.8 million for infrastructure</li><li>• \$271,000/year for port administration</li><li>• Operating costs and some capital cost would be recouped from terminal users</li><li>• Grant support for initial infrastructure investment</li></ul> <p>➤ <b>Expected tonnage increase</b></p> <ul style="list-style-type: none"><li>• Low: + 50,000 tons inbound</li><li>• High: + 125,000 tons inbound</li></ul> <p>➤ <b>Expected truck traffic increase</b></p> <ul style="list-style-type: none"><li>• Low: + 2,000 local truck trips</li><li>• High: + 4,700 local truck trips</li></ul>	<p>➤ <b>Sustain dredging support</b> – avoid shutdown impacts</p> <ul style="list-style-type: none"><li>• Barge service replaces 38,000 – 40,700 longer-distance truck trips each year.</li><li>• Higher emissions, spill rates, infrastructure damage, and shipping costs for truck/rail</li><li>• \$4 million/year in dredging support from USACE</li></ul> <p>➤ <b>Preserve employment</b> at water-related firms</p> <p>➤ <b>Provide expansion opportunities</b> for local businesses</p> <p>➤ <b>Redevelopment of North Prong</b></p> <ul style="list-style-type: none"><li>• Up to \$12.8 million in property value increase, or</li><li>• ~\$100,000 in additional tax revenue.</li></ul>



# Thank You!

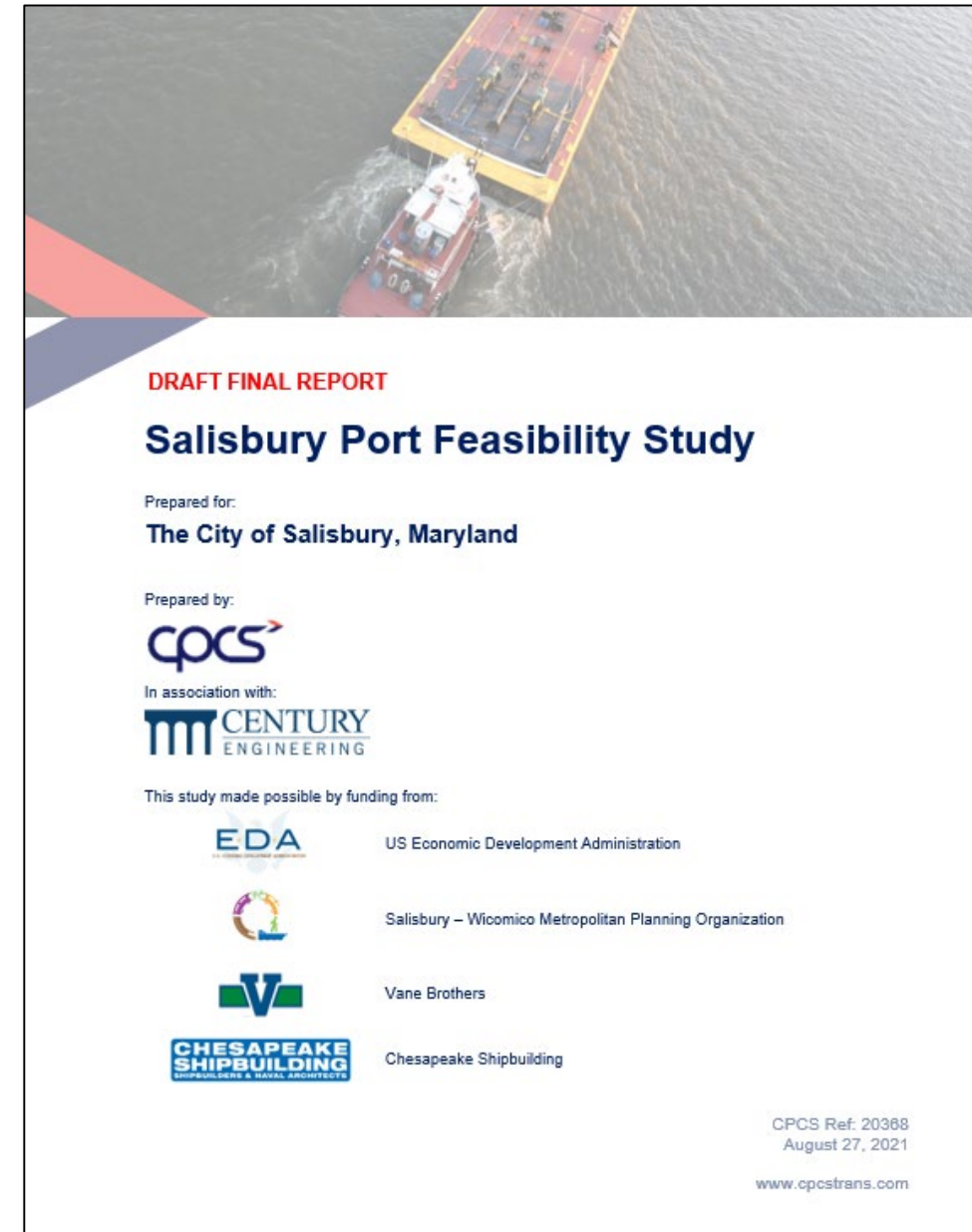
## Contact Information



**Eric Oberhart**  
[eoberhart@cpcstrans.com](mailto:eoberhart@cpcstrans.com)



**Kristen Hartpence**  
[khartpence@cpcstrans.com](mailto:khartpence@cpcstrans.com)

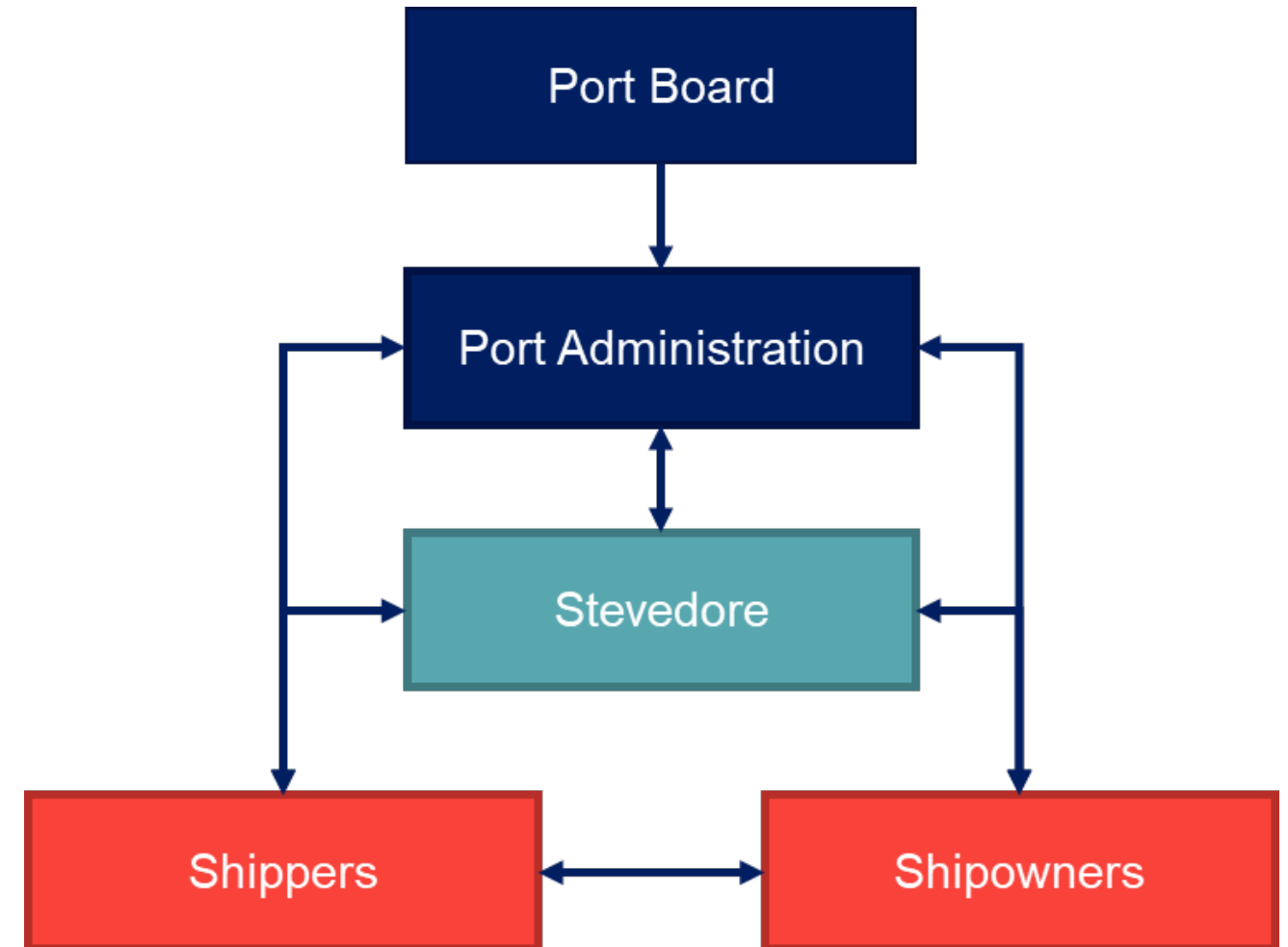




# Extra Slides

# Estimated Port Administration Costs

Expense	Amount
General Manager Salary	\$90,000
Assistant Salary	\$40,000
Staff Benefits (20%)	\$26,000
Insurance (Terminal Operation Liability)	\$12,000
Insurance (D&O)	\$2,000
Utilities	\$40,000
Cleaning	\$10,000
Garbage	\$7,500
Office	\$8,500
Travel Expense and Representation	\$10,000
Security	Users pay
Board of Directors	Volunteer
Maintenance	TBD, Users?
Consultation Fees (Legal, Engineering)	\$25,000
Total	\$271,000





# Summary of high-level costs

~\$22.8 million needed for new terminal development, majority for marine infrastructure:

Expense	Amount
Site Improvements	\$3,062,582.87
Marine Work	\$17,402,525.00
Marine Road Improvements	\$2,328,661.36
Total ROM Construction Costs	\$22,793,769.23

## ➤ Site Improvements

- Grading
- Roadway and Access
- Admin Building
- Scales
- Maintenance Building
- No Material Handling Equipment

## ➤ Marine Work

- 2 Piers
- River Cells
- Larger Pier on West End for Additional Materials

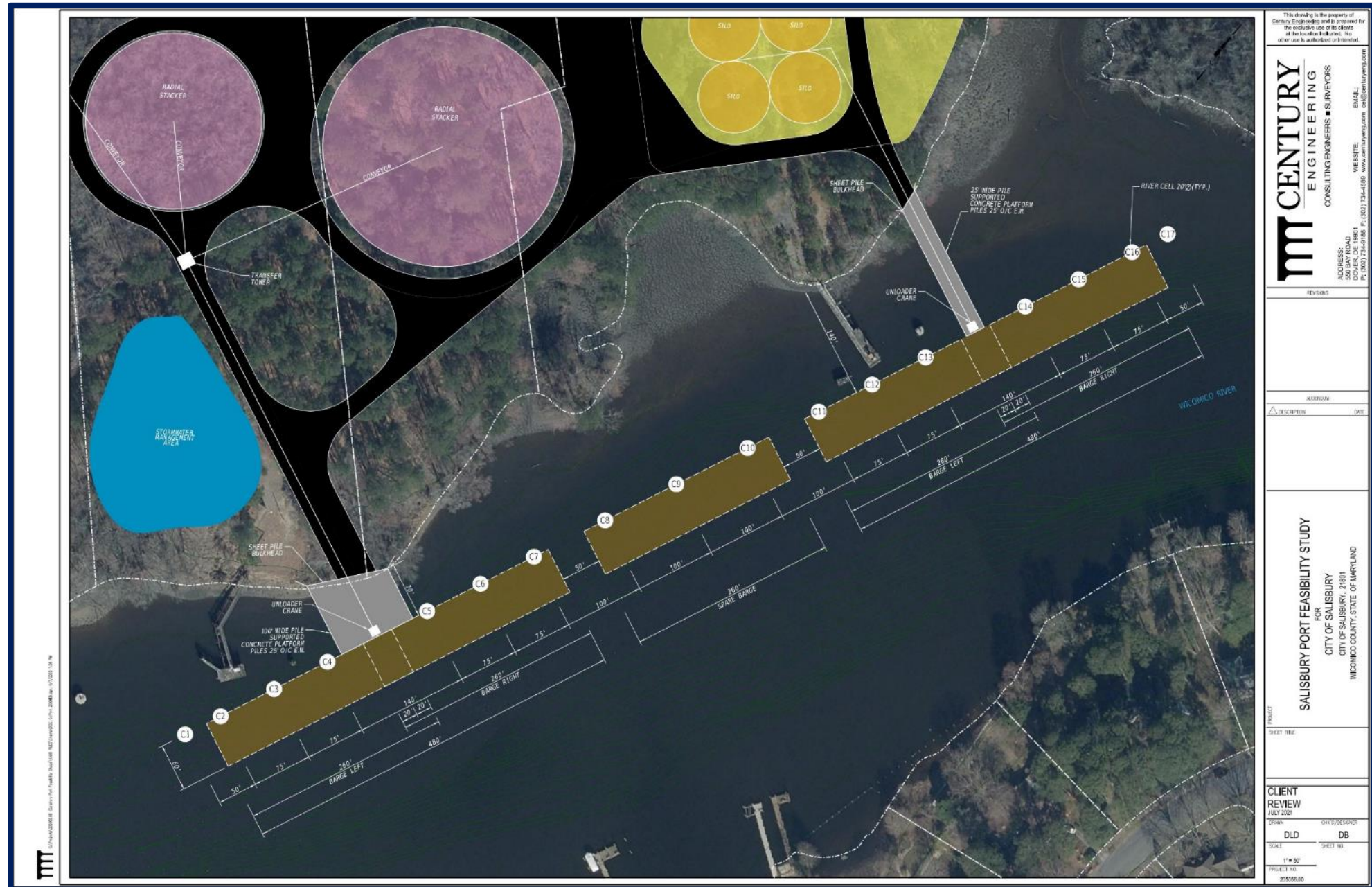
## ➤ Marine Road Work

- Roadway Widening
- Drainage
- Accommodates On-Street Parking

# Summary of high-level costs: Marine Layout

## ➤ Marine Work

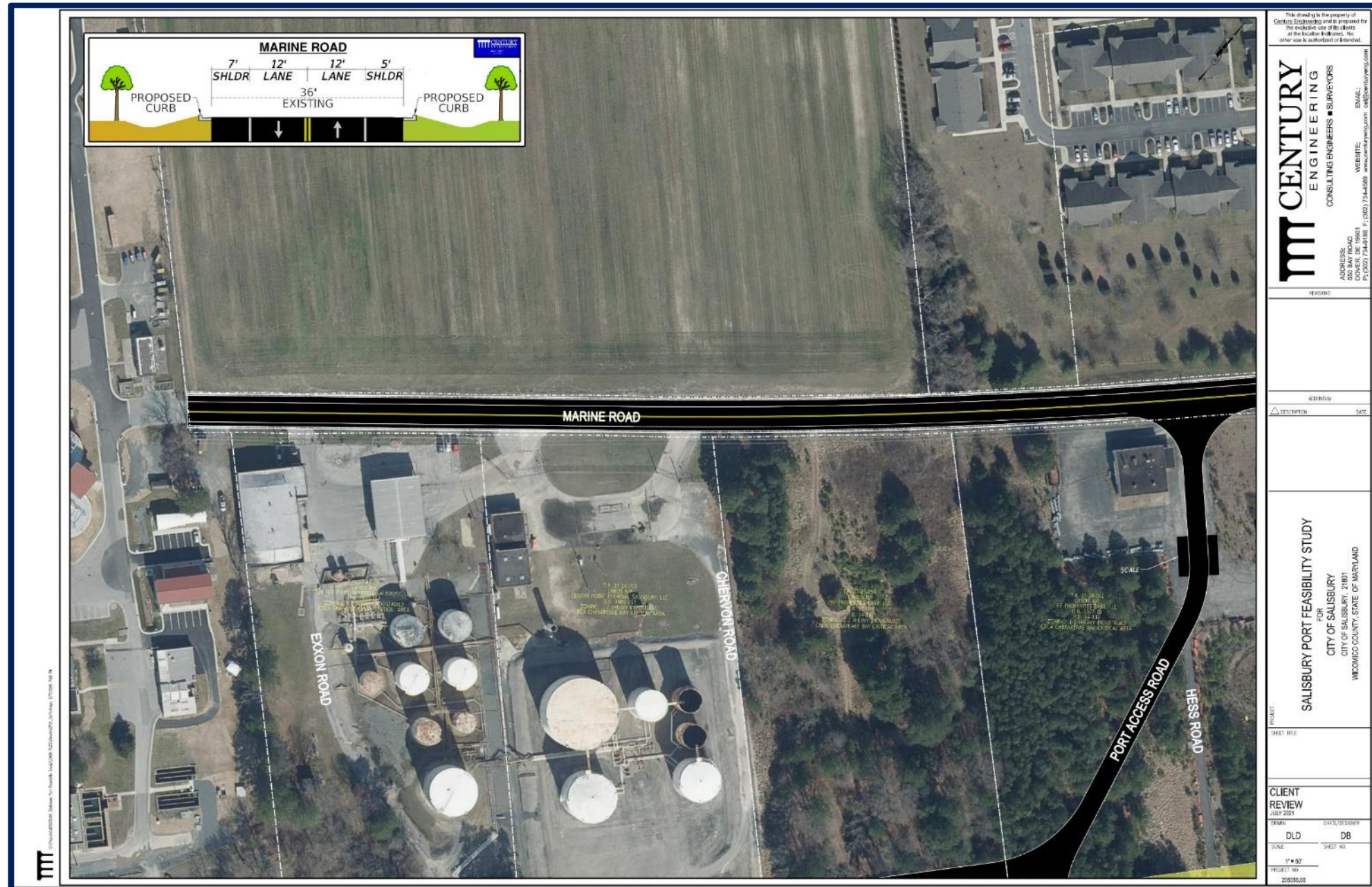
- 2 Piers
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- Larger Pier on West End for Additional Materials





# Summary of high-level costs: Marine Road

- Marine Road Work
  - Roadway Widening
  - Drainage
  - Accommodates On-Street Parking



# Truck, Rail, and Barge Emission Impacts (grams per mile)

GHG/ Pollutant	Truck Equivalent Impacts		Rail Equivalent Impacts		Barge Impacts	
	Low	High	Low	High	Low	High
No-Port Scenario						
NOx	76,960	82,435	450,162	482,187	13,705	14,680
PM	35,844	38,394	12,651	13,551	234,042	250,692
CO <sub>2</sub>	151,810,992	162,610,992	23,193,346	24,843,346	17,395,010	18,632,510
Growth Scenario						
NOx	3,650	9,125	21,350	53,375	650	1,625
PM	1,700	4,250	600	1,500	11,100	27,750
CO <sub>2</sub>	7,200,000	18,000,000	1,100,000	2,750,000	825,000	2,062,500



# Potential Benefits

Many benefits are related to *prevented* impacts or creation of new opportunities to be leveraged later:

- **Preserving maritime access through sustained tonnage:** maintaining maritime tonnage preserves federal funding for dredging, which is a substantial cost saving to the City and port users (up to \$ 4 million per year).
- **Avoiding roadway and environmental impacts from loss of navigation**
  - Barge service replaces 38,000 to 40,700 medium-long distance truck trips in area each year
  - Shipping equivalent tonnages by truck or railroad would generate substantially higher air emissions in region, as well as increased likelihood for petroleum spills.
- **Impacts on land use:** Relocation of existing port facilities would free up the North Prong for further redevelopment or preservation, which could lead to increased land values and tax revenues.
  - Up to \$12.8 million in property value increase, or
  - ~\$100,000 in additional tax revenue.
- **Preservation of employment:** Limited direct new job creation (1-10), but preserves current waterborne-related employment, and greater opportunities for long-term job creation at Chesapeake Shipbuilding related to shipyard expansion

**CITY OF SALISBURY, MARYLAND**

**REGULAR MEETING (COUNCIL CHAMBERS AND ZOOM)**

**SEPTEMBER 13, 2021**

**PUBLIC OFFICIALS PRESENT**

*President John “Jack” R. Heath  
Councilwoman Angela M. Blake*

*Council Vice-President Muir Boda  
Councilwoman April Jackson*

**PUBLIC OFFICIALS ABSENT**

*Mayor Jacob R. Day  
Councilwoman Michele Gregory*

**IN ATTENDANCE**

*City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Department of Infrastructure & Development Director Amanda Pollack, Fire Chief John Tull, Senior Buyer Michael Lowe, Assistant City Clerk Julie English, City Attorney Michael Sullivan, members of the press and Public*

**CITY INVOCATION – PLEDGE OF ALLEGIANCE**

*The City Council met in regular session at 6:00 p.m. in a hybrid meeting (in person and on Zoom Conferencing Video). Council President John R. “Jack” Heath called the meeting to order and invited Pastor Maggie Gillespie from Wicomico Presbyterian Church to the podium to provide the invocation, followed by the Pledge of Allegiance to the flag.*

**PRESENTATIONS**

**Equal Justice Incentive Student Essays**

*City Administrator Julia Glanz announced the winners of the Equal Justice Incentive (EJI) Student Essays. Trey Walk, Project Manager at EJI, shared about his involvement in the contest and acknowledged the efforts of the participating students. Mrs. Glanz then recognized the Chair of the Human Rights Advisory Committee, Stephen Feliciano, as well as the Salisbury Memorial Lynching Task Force members for their role in the essay contest.*

*As the main point of contact in Salisbury for the student essays, Mrs. Glanz invited James Yamakawa to the podium. Mr. Yamakawa applauded the essay writers and encouraged them to continue their efforts.*

*The top four winners of the essay contest received a swag bag, a certificate, a plaque, and a check (ranging in value from \$500 to \$2,500). The winners were announced: Alaynah Martin in 4<sup>th</sup> place, Ty’Jah Butler in 3<sup>rd</sup> place, Ian Hyland in 2<sup>nd</sup> place, and Madjesca Loudine Limage in 1<sup>st</sup> place. Miss Limage read her essay from the podium.*



47 **Proclamation – National Suicide Prevention Month**

48  
49 Mrs. Glanz then presented a proclamation in recognition of National Suicide Prevention Month.  
50 Following the reading of the proclamation, Mrs. Glanz remembered former Officer Aaron  
51 “Bull” Hudson.  
52

53 **ADOPTION OF LEGISLATIVE AGENDA**

54  
55 Ms. Jackson moved, Mrs. Blake seconded, and the motion was passed with a vote of 4-0 to  
56 approve the legislative agenda as presented.  
57

58 **CONSENT AGENDA** – presented by Assistant City Clerk Julie English

59  
60 The Consent Agenda, consisting of the following items, was approved unanimously (4-0) on a  
61 motion and seconded by Mr. Boda and Ms. Jackson, respectively:  
62

- 63 • August 2, 2021 Work Session Minutes
- 64 • August 9, 2021 Legislative Session Minutes
- 65 • August 9, 2021 Closed Session Minutes
- 66 • August 16, 2021 Work Session Minutes
- 67 • August 23, 2021 Legislative Session Minutes
- 68 • **Resolution No. 3120-** to approve the appointment of Cody Drinkwater to the Human Rights  
69 Advisory Committee for term ending September 2024
- 70 • **Resolution No. 3121-** to approve the appointment of Kevin M. Utz to the Board of Zoning  
71 Appeals for term ending August 2024
- 72 • **Resolution No. 3122-** to approve the appointment of Matthias F. Pieplak to the  
73 Sustainability Advisory Committee for term ending September 2024
- 74 • **Resolution No. 3123-** to approve the appointment of Matthias F. Pieplak to the Salisbury  
75 Historic District Commission for term ending September 2024  
76

77 **AWARD OF BIDS-** presented by Senior Buyer Michael Lowe

78  
79 The Award of Bids, consisting of the following items, was approved unanimously (4-0) on a  
80 motion and seconded by Mrs. Blake and Ms. Jackson, respectively.  
81

- 82 • **Award of Contract**
- 83
  - 84 ○ ITB A-22-102 City-Wide Street Resurfacing \$1,042,000.00 (base bid amt.)
  - 85 ○ RFP A-22-102 Master Lease Agreement/Capital Leases \$909,000.00 (FY22 lease amt.)
  - 86 ○ ITB A-22-101 Pump Station Wet Well Cleaning \$40,370.00 (FY22 award amt.)
- 87
- 88 • **Declaration of Surplus**
- 89
  - 90 ○ Salisbury Police Department- Vehicle 1475 \$0.00
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**ORDINANCES-** presented by City Attorney Michael Sullivan

- **Ordinance No. 2676-** 2<sup>nd</sup> reading- to amend Chapter 5.28 – Fortune-telling of the Salisbury Municipal Code to amend the requirements for fortune-telling

*Ms. Jackson motioned and Mrs. Blake seconded to approve Ordinance No. 2676 for second reading.*

*Ms. Jackson motioned to amend Ordinance No. 2676 as read by Mr. Sullivan. Mr. Boda seconded and the vote to amend was unanimously approved.*

*Ordinance No. 2676, as amended for second reading, was approved by unanimous vote in favor.*

- **Ordinance No. 2677-** 1<sup>st</sup> reading- to approve an amendment of the City's Capital Project Fund Budget to reallocate funding for projects in the FY2014 bond pool

*Ms. Jackson moved, Mr. Boda seconded and the vote was unanimous to approve Ordinance No. 2677 for second reading.*

- **Ordinance No. 2678-** 1<sup>st</sup> reading- to authorize the Mayor to enter into a contract with the Community Foundation of the Eastern Shore for the purpose of accepting grant funds in the amount of \$2,000.00, and to approve a budget amendment to the FY2021 Grant Fund to appropriate funds for the Salisbury-Wicomico Integrated Firstcare Team (SWIFT)

*Mrs. Blake moved, Ms. Jackson seconded and the vote was unanimously approved to pass Ordinance No. 2677 for second reading.*

- **Ordinance No. 2679-** 1<sup>st</sup> reading- to authorize the Mayor to enter into a contract with the Community Foundation of the Eastern Shore for the purpose of accepting grant funds in the amount of \$2,000.00, and to approve a budget amendment to the FY2021 Grant Fund to appropriate funds for the printing/publication of a book of poems written by local poets

*Mr. Boda moved, Ms. Jackson seconded and the vote was unanimous to approve Ordinance No. 2679 for second reading.*

- **Ordinance No. 2680-** to eliminate parking meters on Broad Street

*Ms. Jackson moved, Ms. Blake seconded and the vote was unanimous to approve Ordinance No. 2680 for second reading.*

- **Ordinance No. 2681-** approving an amendment of the City's Grant Fund Budget to reallocate budgeted matching funds from other grant projects to the Zoo Special Events Pavilion, Phase 2 project



Ms. Jackson moved, Mr. Boda seconded and the vote was unanimously approved to pass Ordinance No. 2681 for first reading.

- **Ordinance No. 2682-** approving an amendment of the City's General Capital Project Fund budget to reallocate funding for the Zoo Administrative Office Space project

Mrs. Blake moved, Mr. Boda seconded and the vote was unanimous to pass Ordinance No. 2682 for first reading.

### **PUBLIC COMMENTS**

In reference to Ordinance No. 2676, a member of the public asked if fortune-tellers were limited to practicing only at the address listed on the application. Mr. Heath stated that the license applies to the individual rather than the location. Mr. Sullivan verified that information.

### **ADMINISTRATION AND COUNCIL COMMENTS**

Mrs. Glanz thanked everyone involved in the 80<sup>th</sup> National Folk Festival (NFF) and shared that preliminary numbers were in the works. She also announced that the mural on the side of the VFW building was underway. Lastly, she stated that the Bird Scooter Program had a record day of use on Labor Day.

Ms. Blake echoed the positive comments surrounding the NFF and enjoyed her time volunteering. She alerted people to the school buses now on the roadways and asked that everyone be cautious of the children getting on and off them. Her last request was for those who are healthy enough to please give blood.

Mr. Boda enjoyed his time volunteering backstage at the Perdue Stage. He also had the opportunity to ride a Bird Scooter. It was more challenging than he anticipated.

Ms. Jackson commended the artist who worked on the mural. She thanked the City of Salisbury and VFW for making the project happen.

President Heath also thanked all of the volunteers for the NFF. He had fun driving the entertainers for the third year in a row. Mr. Heath recognized the efforts of the Public Works staff as well as Police and Fire. He only received compliments from the public about the City of Salisbury. He echoed Ms. Blake and encouraged everyone to give blood since we are in a crisis. Lastly, he encouraged those who could not get over to the VFW to see the mural to go on Facebook and look at the pictures.

### **ADJOURNMENT**

With no further business to discuss, the Legislative Session was adjourned at 7:16 p.m.



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

## MEMORANDUM

**To:** Jacob R. Day, Mayor  
**From:** Jessie Turner, Administrative Assistant  
**Subject:** Re-Appointment to Bicycle & Pedestrian Advisory Committee  
**Date:** August 23, 2021

---

The following person has applied for re-appointment to the Bicycle & Pedestrian Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Alexander McRae	October 2024

Attached is the information from Mr. McRae and the resolution necessary for his re-appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

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<u>Name</u>	<u>Term Ending</u>
Alexander McRae	October 2024

ATTEST:

John R. Heath  
PRESIDENT, City Council

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

Jacob R. Day, Mayor



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

## MEMORANDUM

**To:** Jacob R. Day, Mayor  
**From:** Jessie Turner, Administrative Assistant  
**Subject:** Re-Appointment to the Historic District Commission  
**Date:** August 17, 2021

---

The following person has applied for re-appointment to the Historic District Commission for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Jane S.W. Messenger	October 2024

Attached is the information from Ms. Messenger and the resolution necessary for her re-appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

OK

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<u>Name</u>	<u>Term Ending</u>
Jane S.W. Messenger	October 2024

ATTEST:

John R. Heath  
PRESIDENT, City Council

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

Jacob R. Day, Mayor



## MEMORANDUM

**To:** Jacob R. Day, Mayor  
**From:** Jessie Turner, Administrative Assistant  
**Subject:** Appointment to the Zoo Commission  
**Date:** September 9, 2021

---

The following person has applied for appointment to the Zoo Commission for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Leigh Yanus	September 2024

Attached is the information from Ms. Yanus and the resolution necessary for her appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

OK





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.



**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

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**RESOLUTION NO. 3127**

**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; and

**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**



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. 3128**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY AUTHORIZING 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 CITY OF SALISBURY'S CONSTRUCTION AND INSTALLATION OF A HANDICAP ACCESS RAMP AT THE REAR ENTRANCE OF THE DOWNTOWN SALISBURY VISITOR CENTER BUILDING AND OTHER MATTERS RELATING THERETO.**

**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**"); and

**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 the City's use in connection with the operations of the Department of Business Development and the Downtown Salisbury Visitor Center (the space within the Masons Building leased by the City as aforesaid is hereinafter referred to as the "**Downtown Visitor Center**"); and

**WHEREAS**, the City desires to (i) construct and install a concrete handicap access ramp to the rear entrance of Downtown Visitor Center (the "**ADA Ramp**") and (ii) in connection with the ADA Ramp to be constructed by the City hereunder, the City desires to obtain the exclusive use of five (5) parking spots 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 Masonic Lodge Property and the Church Property, respectively, for the City's construction and installation of the ADA Ramp, as well as the City's exclusive rights to the use of the five (5) Church Parking Spots as aforesaid, are set forth in that certain 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, plats and/or plans prepared for or in connection with the Agreement and the transactions contemplated thereby 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.** Mayor Jacob R. Day 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**.

**Section 2.** Any and all documents, easements, plats and/or plans (collectively the "**Related Documents**") 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 of Salisbury, and the Mayor is hereby authorized to take, on behalf of the City of Salisbury, all such action(s), including the negotiation, execution and/or delivery of all Related Documents, if any, as may be necessary to complete the transactions contemplated by the terms of the Agreement.

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

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

49           **THE ABOVE RESOLUTION** was introduced and read and passed at the Regular Meeting of the Council of  
50 the City of Salisbury held on this \_\_\_\_day of \_\_\_\_\_, 2021 and is to become effective immediately upon  
51 adoption.  
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53 **ATTEST:**  
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56 \_\_\_\_\_  
57 **Kimberly R. Nichols, City Clerk**  
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\_\_\_\_\_ **John R. Heath, City Council President**  
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61 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
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66 \_\_\_\_\_  
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 area on Church Street which is 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.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals and acknowledged this 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

# Memorandum

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**To:** Amanda Pollack, Director of Infrastructure & Development

**From:** William T. Holland

**Date:** 8/5/2021

**Re:** East Lincoln Avenue – M & L Rentals, LLP Annexation

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Attached is the completed package for the referenced annexation. Please have this scheduled for the City Council work session for Monday, August 16, 2021. Let me know if you have any questions.



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**RESOLUTION NO. 3105**

**A RESOLUTION** of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury to be known as “East Lincoln Avenue – M & L Rentals, LLP Annexation” beginning for the same point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the land of M & L Rentals, LLP, being known as Lot A containing 0.245 acres, more or less.

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**RECITALS**

**WHEREAS**, the City of Salisbury has received a Petition for Annexation, dated May 7, 2019, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed binding upon the Corporate Limit of the City of Salisbury to be known as “East Lincoln Avenue – M & L Rentals, LLP Annexation” beginning for the same point on the westerly side of South Division Street. Said point beginning for the same point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD being near the northerly right of way line of East Lincoln Avenue continuing around the perimeter of the affected property to the point of beginning, being all that real property identified as Map 0048, Parcel 0242 and further being the same real property more particularly described in **Exhibit A-1** attached hereto and incorporated herein (the aforesaid real property is hereinafter referred to as the “**Annexed Property**”); and

**WHEREAS**, the City of Salisbury has caused to be made a certification of the signatures on the said petition for annexation and the City of Salisbury has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of March 13, 2020, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto and incorporated by reference herein; and

**WHEREAS**, it appears that the aforesaid Petition for Annexation, dated May 7, 2019, meets all the requirements of applicable state and local law; and

**WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this Resolution, providing for the City of Salisbury’s annexation of the Annexed Property as set forth herein, shall be and hereby is scheduled for September 27, 2021 at 6:00 p.m.

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

41           **Section 1.** It is proposed and recommended that that the municipal boundaries of the City of  
42 Salisbury be changed so as to annex to and include within the said municipal boundaries of the City of  
43 Salisbury all that certain real property more particularly described in **Exhibit A-1** attached hereto and  
44 incorporated herein (the real property to be annexed by the City of Salisbury as contemplated by this  
45 Resolution is hereinafter referred to as the “**Annexed Property**”).

46           **Section 2.** The annexation of the Annexed Property be and hereby is approved by the Council of  
47 the City of Salisbury subject to all terms, conditions and agreements contained in **Exhibits A, B and C**  
48 each of which is attached hereto and incorporated herein as if all such terms, conditions and agreements  
49 contained in such Exhibits were specifically set forth at length in this Resolution.

50           **Section 3.** The Zoning Map of the City of Salisbury shall be amended to include the Annexed  
51 Property within that certain Zoning District of the City of Salisbury identified as “R-8 Residential”, which  
52 said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by this  
53 Resolution, is presently zoned “R-8 Residential” in accordance with the existing zoning laws of Wicomico  
54 County, Maryland.

55           **Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury  
56 shall hold a public hearing on this Resolution on September 27, 2021 at 6:00p.m. in the Council  
57 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of  
58 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly  
59 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public  
60 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid  
61 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of  
62 publication as specified hereinabove.

63           **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY**  
64 **AS FOLLOWS:**

65           **Section 5.** It is the intention of the Council of the City of Salisbury that each provision this  
66 Resolution shall be deemed independent of all other provisions herein.

67           **Section 6.** It is further the intention of the Council of the City of Salisbury that if any section,  
68 paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or  
69 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to  
70 the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this  
71 Resolution shall remain and shall be deemed valid and enforceable.

73           **Section 7.** The Recitals set forth hereinabove are incorporated into this section of this Resolution  
74 as if such recitals were specifically set forth at length in this Section 7.

75           **Section 8.** This Resolution and the annexation of the Annexed Property as contemplated herein,  
76 shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to  
77 the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-  
78 401, et seq.

79           **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the  
80 City of Salisbury held on the 23rd day of August, 2021, having been duly published as required by law  
81 in the meantime a public hearing was held on the 27th day of September, 2021 at 6:00 p.m., and was  
82 finally passed by the Council at its regular meeting held on the 27th day of  
83 September, 2021.

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85 \_\_\_\_\_  
86 Kimberly R. Nichols,  
87 City Clerk

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

88  
89 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2021.  
90  
91

92 \_\_\_\_\_  
93 Jacob R. Day,  
94 Mayor

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 0242


\_\_\_\_\_

\_\_\_\_\_

Map # 0048

\_\_\_\_\_

SIGNATURE(S)

\_\_\_\_\_

05/07/19  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

## Exhibit A

### EAST LINCOLN AVENUE – M & L RENTALS, LLP

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the lands of M & L Rentals, LLP, being known as Lot A. X 1,204,899.93 Y 191,747.85 (1) Thence by and with the said existing Corporate Limits Line and crossing E. Lincoln Avenue South nineteen degrees forty minutes thirty-seven seconds West (S 19° 40' 37" W) thirty-nine decimal two, zero (39.20) feet to a point on the southerly right of way line of the said E. Lincoln Avenue. X 1,204,886.73 Y 191,710.94 (2) Thence by and with the southerly line of the said E. Lincoln Avenue South fifty-three degrees forty-two minutes fifty-two seconds East (S 53° 42' 52" E) fifty-one decimal one, five (51.15) feet to a point. X 1,204,927.97 Y 191,680.67 (3) Thence crossing the said E. Lincoln Avenue North thirty-six degrees seventeen minutes eight seconds East (N 36° 17' 08" E) forty decimal zero, zero (40.00) feet to a point at the southeasterly corner of the said Lot A. X 1,204,951.64 Y 191,712.91 (4) Thence by and with the easterly line of the said Lot A North thirty-six degrees eighteen minutes eight seconds East (N 36° 18' 08" E) one hundred thirty-three decimal eight, nine (133.89) feet to a point at the northeasterly corner of the said Lot A X 1,205,030.91 Y 191,820.81 (5) Thence by and with the northerly line of the said Lot A North fifty-three degrees forty-one minutes fifty-two seconds West (N 53° 41' 52" W) sixty-two decimal six, two (62.62) to a point on the said line of Lot A at its intersection with the existing Corporate Limits Line X 1,204,980.44 Y 191,857.89 (6) Thence by and with the said Corporate Limits Line South thirty-six degrees eleven minutes thirty-one seconds West (S 36° 11' 31" W) one hundred thirty-six decimal three, five (136.35) feet to the point of beginning.

Annexation containing 0.245 acres (10,651 square feet), more or less.





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

CERTIFICATION

EAST LINCOLN AVENUE – M & L RENTALS, LLP ANNEXATION

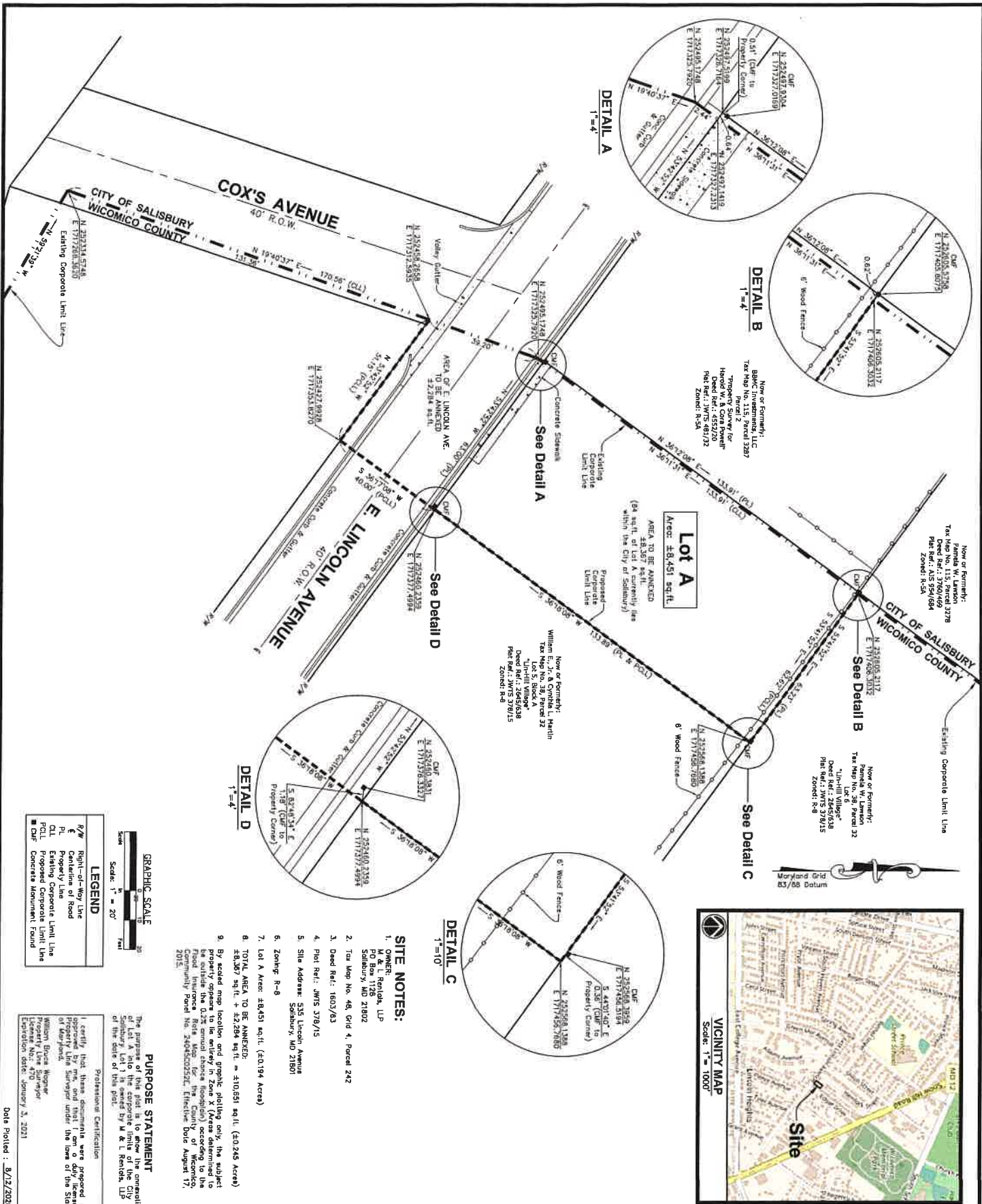
This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real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

*Leslie C. Sherrill*

Leslie C. Sherrill  
Surveyor

Date: 08/17/2020

East Lincoln Ave – M+L Rentals LLP - Certification.doc



Surveyed By: **Dawn By**  
Date: **August 2020**  
Job No.: **20-033**

Sheet No. **1 of 1**

**ANNEXATION PLAN**  
OF  
**LOT A, BLOCK A**  
**"LIN-HILL VILLAGE"**  
**CAMDEN ELECTION DISTRICT**  
**WICOMICO COUNTY, MARYLAND**

**W. BRUCE WAGNER**  
PROPERTY LINE SURVEYOR, LLC

33915 Bob Smith Rd.  
Pittsville, MD 21850  
410-430-0287  
bwagnersurveying@gmail.com



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

December 21, 2020

M & L Rentals LLP  
P. O. Box 1128  
Salisbury, MD

RE: Annexation Zoning-535 Lincoln Avenue  
Tax Map and Parcel: 0048/042  
City of Salisbury, Wicomico County, Maryland

Dear Mr. Cannon,

The Salisbury-Wicomico Planning Commission at its December 17, 2020 meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **R-8 RESIDENTIAL** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

If you have any questions, please don't hesitate to contact me.

Sincerely,

**Anne Roane**

City Planner

Department of Infrastructure & Development

City of Salisbury

125 North Division St. Room 202

Salisbury, MD 21801

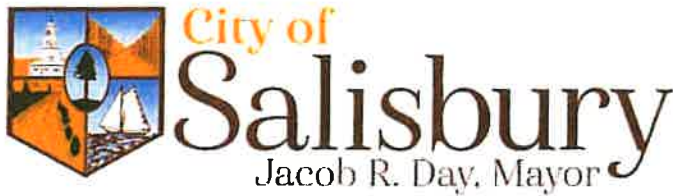
410-548-3170



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

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



## **Infrastructure and Development Staff Report**

**December 17, 2020**

### **I. BACKGROUND INFORMATION:**

Project Name: 535 Lincoln Avenue Annexation  
Applicant/Owner (s): M+L Rentals, LLP  
Infrastructure and Development No.: 20-021  
Nature of Request: Zoning Recommendation for Annexation  
Location of Property: North side of Lincoln Avenue, west of Edgar Drive  
Requested Zoning District: R-8 Residential

### **II. SUMMARY OF REQUEST:**

#### **A. Introduction:**

The property owner of 535 Lincoln Avenue, M+L Rentals, LLP, entered into an annexation agreement with the City of Salisbury on May 7, 2019 (**Attachment A-Pre-Annexation Agreement**). Because this was part of a pre-annexation agreement, to property did not require a referral from the Council for a zoning recommendation. On that same day a petition for annexation was filed (**Attachment B**). The applicant/owner is now requesting a zoning recommendation from the Planning and Zoning Commission. This recommendation will then be forwarded to the City Council for consideration and approval.

#### **B. Area Description:**

The annexation request is comprised of one parcel for a total of 8,379 square feet and has a 1,904 square foot residential dwelling unit (**Attachments C and D**).

### **III. ZONING ANALYSIS:**

#### **A. Existing Zoning:**

The annexation area and the adjoining County area is zoned R-8 Residential.

#### **B. Proposed Zoning:**

The applicant is requesting the City zone this property be zoned R-8 Residential.



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

**C. City and County Plans.**

Both the city and county Comprehensive Plans designate this property and area as Medium-Density Residential. The property is within the City of Salisbury's designated growth area in the City's Comprehensive Plan, adopted in July, 2010.

**C. Zoning for Annexed Areas.**

**1. Introduction.**

Current City policy requires that all areas to be annexed shall be submitted to the Salisbury-Wicomico Planning Commission for review and recommendation of an appropriate zoning district. The Zoning Code does not establish specific procedures for zoning lands to be annexed to the City of Salisbury. The classification of future City areas, therefore, is conducted consistent with local adopted plan recommendations and Maryland Annexation Law.

**2. Adopted Plans.**

The Planning Commission is a jointly established agency for both the City of Salisbury and Wicomico County. One of its basic charges is to prepare and recommend various plans guiding the long-range development of both jurisdictions.

The information below summarizes the legal status of the plans currently in effect for Wicomico County and the City of Salisbury.

- a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. This property is included within the Municipal Growth Area, and designates this area as Mixed Use.
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted the County Plan on March 21, 2017.





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

**3. Maryland Law.**

House Bill 1141 made two changes to Annexation Procedures that became effective October 1, 2006. They are:

- 1. The Five-Year Rule.** First, the rule is applied solely on zoning. The issue becomes the degree of use change from the current county zoning classification to the proposed municipal classification following the annexation. When the zoning change is from one residential zone to another, "substantially different" is defined as a density change. The five-year rule does not apply for a density change unless the proposed zoning is denser by 50 percent. For example, if the current zoning permits 1 unit per acre, the new zoning can be subject to the five-year rule if it permits anything more than 1.5 units per acre. A municipality may obtain a waiver from the county to avoid the five-year wait until the new zoning classification applies.
- 2. Annexation Plans Required.** An annexation plan is required that replaces the "outline" for the extension of services and public facilities prior to the public hearing for an annexation proposal. This section contains no additional language for the content of the annexation plan to be adopted, but does require it to be consistent with the municipal growth element for any annexations that begin after October 1, 2009 (unless extended for up to two six-month periods). The Plan must be provided to the county and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

**IV. ZONING RECOMMENDATION:**

- A.** The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned R-8 Residential in the County.

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





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

The adopted Salisbury Comprehensive Plan designates this property and area as "Medium-Density Residential", and the proposed use and requested zoning classification meet this designation by utilizing the R-8 Residential zoning.

Staff recommends that the Planning Commission forward a **Favorable** recommendation to the Mayor and City Council for this property to be zoned **R-8 Residential** upon annexation.

M & L RENTALS LLP – 535 LINCOLN AVENUE ANNEXATION

ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT (“Agreement”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **City of Salisbury, Maryland**, a municipal corporation of the State of Maryland (the “**City**”), and **M & L Rentals LLP**, a Maryland limited liability partnership (“**Petitioner**”) (the City and Petitioner are hereinafter referred to collectively as the “**Parties**”).

**RECITALS**

**WHEREAS**, for purposes of this Agreement, the term “Petitioner” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of Petitioner, as the case may be, such that this Agreement, and all of the terms and conditions set forth herein, shall apply to, be binding in all respects upon and inure to the benefit of each and every successor-in-interest and/or assign of Petitioner, as the case may be;

**WHEREAS**, Petitioner is the fee simple owner of that certain real property consisting of approximately 1.77 acres of land, more or less, having a premises address of 535 Lincoln Avenue, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 13-010846, being all that same real property identified as Map 0048, Grid 0004, Parcel 0242 on the Tax Records of the State of Maryland, and further being, in all respects, all that real property described in a Deed, dated September April 20, 1998, from Terry R. Sell to Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 1603, Folio 0063 (the “**Subject Property**”);

**WHEREAS**, the Subject Property is contiguous and adjacent to the present corporate boundaries of the City, which said Subject Property is more particularly depicted and described by a plat entitled “Annexation Plan of Lot A, Block A “Lin-Hill Village” Camden Election District Wicomico County, Maryland”, dated August 12, 2020 (the “**Annexation Plat**”) (the Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as **Exhibit A**), prepared by W. Bruce Wagner Property Line Surveyor, LLC and intended to be recorded among the Plat Records of Wicomico County, Maryland upon the City’s annexation of the Subject Property, depicting all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as **Exhibit B** (the “**Subject Property Description**”);

**WHEREAS**, to effectuate the annexation of the Subject Property, Petitioner submitted to the City a Petition for Annexation of the Subject Property (the “**Petition**”) (a copy of the Petition is attached hereto and incorporated herein as **Exhibit C**);

**WHEREAS**, Petitioner, as of the date and year of this Agreement, constitutes the owner of one hundred percent (100%) of the assessed value of the Subject Property, being all that real property to be annexed by the City as contemplated by this Agreement;

**WHEREAS**, following the City’s annexation of the Subject Property as contemplated herein, there are no immediate plans for its development;

**WHEREAS**, the 2010 City of Salisbury Comprehensive Plan (the “**Comprehensive Plan**”) sets forth the land use polices for all lands located within the City’s municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City;

**WHEREAS**, the Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan, and the land uses shown within the City’s Municipal Growth Area “reflect[] a policy decision by the City, and by Wicomico County, that the City will remain the center for employment and commercial development in Wicomico County”;

**WHEREAS**, the Subject Property is included within the City’s Municipal Growth Area, which designates the Subject Property as “Medium Density Residential”;

**WHEREAS**, following Petitioner's submission of the Petition, the City, through its Department of Infrastructure and Development (the "**I&D Department**"), referred the Petition to the Salisbury-Wicomico County Planning Commission (the "**Planning Commission**") for the Planning Commission's consideration and approval of the proposed zoning for the Subject Property upon its annexation by the City;

**WHEREAS**, at its December 17, 2020 meeting, the Planning Commission unanimously approved zoning the Subject Property as "R-8A" upon its annexation by the City, on the basis the R-8A zoning is consistent with Petitioner's proposed use of the Subject Property, as well as the land use policies set forth in the City's Comprehensive Plan;

**WHEREAS**, without annexation, the Subject Property is ineligible to receive City services, including municipal water and sanitary sewer utility service;

**WHEREAS**, the City agrees to annex the Subject Property, provided Petitioner agrees to adhere to all laws, ordinances and regulations of the City and all of the terms and conditions of this Agreement, including, expressly, such terms and conditions governing Petitioner's development and use of the Subject Property or any portion thereof;

**WHEREAS**, the City has held all public hearings regarding the proposed annexation of the Subject Property as required by applicable state and local law and as otherwise deemed appropriate by the City; and,

**WHEREAS**, in accordance with the Petition and pursuant to the authority granted unto the City by the provisions of MD Code, Local Government, § 4-101, et seq., the Parties hereby enter into this Agreement for the purpose of establishing the terms and conditions governing the City's annexation of the Subject Property and all annexation proceedings relating thereto.

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

1. **Effective Date.** The effective date of this Agreement shall be the date upon which the Resolution authorizing the City's annexation of the Subject Property, passed by majority vote of the City Council of the City of Salisbury (the "**City Council**"), becomes effective (the Resolution passed by the City Council authorizing the City's annexation of the Subject Property is hereinafter referred to as the "**Annexation Resolution**"). The City's annexation of the Subject Property shall not become effective until all appeal and referendum periods for the Annexation Resolution have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City's annexation of the Subject Property.

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

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

(b) The Parties expressly acknowledge the City's annexation of the Subject Property is not intended, nor shall it be construed, in any way whatsoever, to prohibit the City from enacting or otherwise adopting any future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, the City may deem necessary or appropriate to protect the health, safety and welfare of City residents or the public at large, or from applying the provisions of any such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, to any matter relating to the development or use of the Subject Property or any portion thereof; provided, however, any such application by the City shall not result in the divestment

or termination of any prior approval(s) for any development and/or use of the Subject Property or interfere with Petitioner's vested rights in and to the Subject Property to an extent greater than the impact such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, have upon other similarly-situated properties located within the municipal limits of the City.

**3. Warranties & Representations of Petitioner.**

(a) The execution of this Agreement shall constitute Petitioner's express written consent to the City's annexation of the Subject Property as required by MD Code, Local Government, § 4-403(b)(1)-(2).

(b) Petitioner represents and warrants to the City as follows: (i) Petitioner has the full power and authority to execute this Agreement; (ii) Petitioner is the sole, fee simple owner of the Subject Property, and, accordingly, is the fee simple owner of all that certain real property constituting one hundred percent (100%) of the assessed value of the Subject Property, as of the date and year first above written; and, (iii) to the best of Petitioner's knowledge and belief there is no action pending against or otherwise involving Petitioner and/or the Subject Property which could affect, in any way whatsoever, Petitioner's right and authority to execute this Agreement.

(c) The Parties expressly acknowledge and agree Petitioner will receive a benefit from the City's annexation of the Subject Property; accordingly, by his execution of this Agreement, Petitioner expressly waives and relinquishes any and all rights or claims he has, or may have, to withdraw his consent to the City's annexation of the Subject Property or any portion thereof; and, furthermore, neither Petitioner nor any of his agents or representatives shall petition the Annexation Resolution to referendum. The Parties expressly agree the waiver and relinquishment made by Petitioner under this Section 3(b) represents material consideration received by the City for its annexation of the Subject Property, without which the City would not enter into this Agreement.

**4. Application of City Code and Charter; City Taxes.** From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter and the City Code shall have full force and effect as to all matters applicable or otherwise relating to the Subject Property including the development and/or use of any portion thereof, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Subject Property, the Subject Property shall be subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

**5. Municipal Zoning.** Upon the effective date of the Annexation Resolution, the Subject Property shall be zoned R-8.

**6. Municipal Services.**

(a) Subject to the obligations of Petitioner under Sections 9(c)(i)-(iii), the City agrees to provide all necessary municipal services required for Petitioner's development and/or use of the Subject Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services generally available to residents of the City.

(b) With respect to the allocation of public water and/or wastewater capacity and/or services for the Subject Property or any portion thereof, any such allocation shall be determined by the City pursuant to the City's allocation plans in effect at the time a request for public water and/or wastewater capacity and/or services is submitted by Petitioner in accordance with the City's applicable policies and procedures. Notwithstanding any term to the contrary set forth herein, Petitioner expressly acknowledges and agrees that no public water or wastewater capacity for any existing use(s) or any future development of the Subject Property shall be allocated or otherwise reserved by the City unless and until Petitioner has made payment to the City for all applicable capacity fee(s) for any such allocation of water and/or wastewater capacity and/or services in accordance with the applicable policies of the City existing at such time. Petitioner shall not be obligated to pay any capacity fee(s) or to connect any portion of the Subject Property to the City's water and/or wastewater systems until the earlier occurrence of: (i) Petitioner's election, at his discretion, to connect the Subject Property, or any portion thereof, to the City's water and/or wastewater

systems; or (ii) the issuance, by the Wicomico County Health Department or the Maryland Department of the Environment (as the case may be), of a final non-appealable order requiring the connection of any portion of the Subject Property to the City's water and/or wastewater systems.

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

8. **City Boundary Markers.**

(a) At his sole cost and expense, Petitioner shall install City Boundary Markers at the boundary lines of the Subject Property to identify the new, enlarged municipal boundaries of the City resulting from the annexation of the Subject Property. Within ninety (90) days from the date the forty-five (45) day referendum period for the Annexation Resolution expires, Petitioner shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the aforesaid City Boundary Markers.

(b) If Petitioner fails to perform his obligations under Section 8(a), then, after the expiration of the ninety (90) day period provided in Section 8(a), Petitioner shall make payment to the City in the amount of Ten Thousand Dollars and 00/100 (\$10,000.00) or in the amount of the total costs incurred by the City to perform the obligations of Petitioner under Section 8(a), whichever amount is greater.

9. **Development Considerations.**

(a) **Fees & Costs.** Petitioner expressly acknowledges and agrees to pay the City for any and all fees, costs and/or expenses, including, but not limited to, any legal fees, planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement, the preparation of the Annexation Resolution, the preparation of any other document(s) pertaining to the annexation of the Subject Property, the publication of any public notice(s) for or in connection with the City's annexation of the Subject Property, and/or any other matter relating to or arising from the City's annexation of the Subject Property, as determined by the City in its sole discretion. The City shall invoice Petitioner for all costs to be paid by him under this Section 9(a); and, Petitioner shall make payment of all amounts due and owing the City under this Section 9(a) within fifteen (15) days of Petitioner's receipt of any invoice from the City.

(b) **Development of Subject Property.** Petitioner shall develop the Subject Property in a manner that complies with all laws and regulations governing the development of property located within the City's R-8A zoning district.

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

(i) Prior to Petitioner submitting or filing any application or request with the City for issuance of any permit relating to the development of the Subject Property (including an application for a building permit), or upon the expiration of one hundred eighty (180) days from the effective date of the Annexation Resolution, whichever occurs first, Petitioner shall pay a non-refundable development assessment to the City in the amount of One Thousand Seven Hundred Twelve Dollars and 00/100 (\$1,712.00) (the "**Development Assessment**"). The Parties expressly acknowledge and agree Petitioner's payment of the Development Assessment represents a material part of the consideration to be received by the City hereunder, without which the City would not enter into this Agreement.

(ii) In the event Petitioner fails to pay the Development Assessment in accordance with the terms of Section 9(c)(i), the Development Assessment shall bear interest from

the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, the Development Assessment, including all late charges incurred thereon (if any), shall be paid to the City prior to the issuance of any permit for or in connection with any development of the Subject Property.

- (iii) The Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods within the City, or for any other purpose deemed necessary and appropriate by the City. The Development Assessment is in addition to and independent of: (A) any water and/or wastewater comprehensive connection charge(s), capacity fee(s) or any other assessment(s) charged, levied or otherwise imposed by the City in connection with the use or development of the Subject Property; (B) any impact fee(s) levied or imposed by Wicomico County or the City relating to any use or development of the Subject Property; and/or, (C) any other charge(s) or fee(s) the City may assess against Petitioner and/or the Subject Property in accordance with this Agreement and/or any applicable law(s) or regulation(s) governing the development or use of the Subject Property or any portion thereof.

**(d) Public Utility Improvements & Extensions; Wastewater Service.**

- (i) The Parties expressly acknowledge and agree the extension of public water and wastewater utilities will be necessary to meet the requirements for utility service provided to the Subject Property. Accordingly, at his sole cost and expense, Petitioner shall design and construct, or cause to be designed and constructed, such public water and wastewater utility extension(s), including, but not limited to, water main(s), sewer main(s), trunk line(s), fire hydrant(s) and any appurtenant facilities, necessary to serve the Subject Property, including any future development thereof, subject to all applicable City standards and specifications. Petitioner further acknowledges and agrees the water and wastewater sewer utility facilities designed and constructed in accordance with this Section 9(d)(i) shall be oversized in the manner and to the extent determined by the Director of the City's I&D Department.
- (ii) Petitioner's design and construction of the facilities required for the extension of the City's public water and wastewater utilities to serve the Subject Property shall be governed by the terms and conditions of a Public Works Agreement by and between Petitioner and the City (the "PWA"). The PWA shall be executed by the Parties as soon as reasonably practicable following the Planning Commission's approval of any development plan for or relating to the Subject Property or any portion thereof, including, but not limited to, any Subdivision Plat providing for the subdivision of the Subject Property, and any such approval from the Planning Commission shall be expressly conditioned upon the Parties execution of the PWA in accordance with the terms of this Section 9(d)(ii). Notwithstanding any term to the contrary set forth herein, no permit may be issued to Petitioner, or any party acting for or on his behalf, for any work associated or in connection with the development of the Subject Property or any portion thereof, until the PWA is executed by the Parties.

**10. RECORD PLAT.** Petitioner shall provide the City with a copy of the final record plat for any development of, on or within the Subject Property or any portion thereof, including any Subdivision Plat providing for the subdivision of the Subject Property.

**11. NOTICES.** All notices and other communication in connection with this Agreement shall be made in writing and shall be deemed delivered to the addressee thereof as follows: (a) when delivered in person on a



business day at the address set forth below; (b) on the third (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, (c) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

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

M & L Rentals LLP  
c/o John Cannon  
P.O. Box 1128  
Salisbury, Maryland 21802

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

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

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

**12. Future Uses of the Subject Property.** Petitioner expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development or use of the Subject Property or any portion thereof must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's R-8A zoning district. Any development, subdivision and/or use of the Subject Property shall be subject to, and must comply with, all applicable capacity fees and/or impact fees as established by the City and/or Wicomico County existing on the effective date of the Annexation Resolution, subject to any amendments thereto as may be adopted or promulgated, from time to time, by the City and/or Wicomico County, as the case may be. The Parties expressly acknowledge and agree that neither this Agreement nor any of the terms set forth herein shall, in any way whatsoever, constitute or otherwise be construed as an approval by the City of any specific development at, upon or within any portion of the Subject Property, including any subdivision of the Petitioner subsequent to the date and year first above written. The Parties further expressly acknowledge and agree that neither this Agreement nor any of its terms shall constitute or otherwise be construed as a waiver by the City of: any tax(es) levied or assessed by the City upon the Subject Property; or, any fee(s), assessment(s) or charge(s) that may be imposed by the City, from time to time, arising from or in connection with any development or use of the Subject Property, or any portion thereof, and/or any subdivision of the Subject Property.

**13. Miscellaneous Provisions.**

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

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

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

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

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

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

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

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by Petitioner to any purchaser of the Subject Property or any portion thereof, without the consent of the City or any of its elected officials, employees or agents; provided, however, any sale, transfer, assignment, gift or conveyance of the Subject Property, or any portion thereof, shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Petitioner shall not transfer, or pledge as security for any debt or obligation, any of his interest in or to all or any portion of the Subject Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions contained in this Agreement, as if such transferee or pledgee was a party to this Agreement. Petitioner shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Petitioner of any of his interests in and to the Subject Property or any portion thereof.

(i) **Express Condition.** The obligations of Petitioner under this Agreement shall be contingent upon the annexation of the Subject Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of Petitioner independent of his ownership of the Subject Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, Petitioner expressly acknowledges and agrees his obligations under Section 9(a) are not contingent or otherwise conditioned upon the City's annexation of the Subject Property, and such obligations shall be binding upon Petitioner and enforceable by the City against Petitioner and/or any of Petitioner's successor(s), representative(s), transferee(s) and/or assign(s), to the fullest extent permitted by Maryland law.

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

(k) **Recording of Agreement.** This Agreement, including all exhibits attached hereto (each of which is incorporated in this Agreement by this reference), shall be recorded among the Land Records of Wicomico County, the costs of which shall be paid by Petitioner. This Agreement and all terms and conditions contained herein shall run with the Subject Property, and any portion thereof, and shall be binding upon and inure to the benefit of the Parties and each of their respective heirs, personal representatives, successors, transferees and/or assigns.

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

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

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

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

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

(q) **Survival.** The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the City's annexation of the Subject Property or any portion thereof.

(r) **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.

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

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

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

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

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

**ATTEST/WITNESS:**

**"Petitioner":**

**M & L Rentals LLP**

\_\_\_\_\_

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

**THE "CITY":**

**City of Salisbury, Maryland**

\_\_\_\_\_

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

**[Signature Page to Annexation Agreement by and between the City of Salisbury, Maryland and M & L Rentals LLP]**

STATE OF \_\_\_\_\_, COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN CANNON, who acknowledged himself to be an Authorized Representative of M & L RENTALS LLP, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of M & L RENTALS LLP for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

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

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**CERTIFICATION BY ATTORNEY**

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

\_\_\_\_\_  
**Michael P. Sullivan, Esq.**

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public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as specified hereinabove. **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY AS FOLLOWS:**

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

**Section 4.** It is further the intention of the 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 5.** The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 7.

**Section 6.** This Resolution and the annexation of the Annexed Property as contemplated herein, shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-401, et seq.

**THIS RESOLUTION** was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on the 23rd day of August 2021, having been duly published as required by law in the meantime a public hearing was held on September 27, 2021 at 6:00 p.m., and was finally passed by the Council of the City of Salisbury at its regular meeting held on September 27, 2021.

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

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

APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2021.

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



## Exhibit A

### EAST LINCOLN AVENUE – M & L RENTALS, LLP

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the lands of M & L Rentals, LLP, being known as Lot A. X 1,204,899.93 Y 191,747.85 (1) Thence by and with the said existing Corporate Limits Line and crossing E. Lincoln Avenue South nineteen degrees forty minutes thirty-seven seconds West ( $S 19^{\circ} 40' 37'' W$ ) thirty-nine decimal two, zero (39.20) feet to a point on the southerly right of way line of the said E. Lincoln Avenue. X 1,204,886.73 Y 191,710.94 (2) Thence by and with the southerly line of the said E. Lincoln Avenue South fifty-three degrees forty-two minutes fifty-two seconds East ( $S 53^{\circ} 42' 52'' E$ ) fifty-one decimal one, five (51.15) feet to a point. X 1,204,927.97 Y 191,680.67 (3) Thence crossing the said E. Lincoln Avenue North thirty-six degrees seventeen minutes eight seconds East ( $N 36^{\circ} 17' 08'' E$ ) forty decimal zero, zero (40.00) feet to a point at the southeasterly corner of the said Lot A. X 1,204,951.64 Y 191,712.91 (4) Thence by and with the easterly line of the said Lot A North thirty-six degrees eighteen minutes eight seconds East ( $N 36^{\circ} 18' 08'' E$ ) one hundred thirty-three decimal eight, nine (133.89) feet to a point at the northeasterly corner of the said Lot A X 1,205,030.91 Y 191,820.81 (5) Thence by and with the northerly line of the said Lot A North fifty-three degrees forty-one minutes fifty-two seconds West ( $N 53^{\circ} 41' 52'' W$ ) sixty-two decimal six, two (62.62) to a point on the said line of Lot A at its intersection with the existing Corporate Limits Line X 1,204,980.44 Y 191,857.89 (6) Thence by and with the said Corporate Limits Line South thirty-six degrees eleven minutes thirty-one seconds West ( $S 36^{\circ} 11' 31'' W$ ) one hundred thirty-six decimal three, five (136.35) feet to the point of beginning.

Annexation containing 0.245 acres (10,651 square feet), more or less.

## Exhibit C

### ANNEXATION PLAN FOR THE M & L RENTALS LLP – 535 LINCOLN AVENUE ANNEXATION TO THE CITY OF SALISBURY

July 12, 2021

This Annexation Plan is consistent with the Municipal Growth Element of the 2010 Comprehensive Plan adopted by the City of Salisbury. The following are milestones in the public review and consideration of the proposed Annexation which is the subject of this Annexation Plan:

- At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by M & L Rentals LLP (“**M & L**”), dated May 7, 2019 which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcel of land:
  - Map 0048, Grid 0004, Parcel 0242, consisting of 8,379 square feet of land, more or less, and having a premises address of 535 Lincoln Avenue, Salisbury, Maryland 21804, and further having a Tax Identification Number of 13-010846 (the “**M & L Property**”).
- At the December 17, 2020 Meeting of the Salisbury-Wicomico County Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the M & L Property and approved a favorable recommendation to the City for the proposed zoning of the M & L Property.
- On July 26, 2021, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the M & L Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City’s annexation of the M & L Property, as requested by the Annexation Petition submitted by M & L. Furthermore, at the \_\_\_\_\_ 2021, Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, within thirty (30) days of the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

#### 1.0. GENERAL INFORMATION AND DESCRIPTION OF ANNEXED PROPERTY.

**1.1. Petitioners for Annexation of the M & L Property.** M & L is the Petitioner for annexation of the M & L Property. All that certain real property defined herein as the M & L Property was conveyed unto M & L by Deed from Terry P. Sell, dated April 20, 1998 and recorded among the Land Records of Wicomico County, Maryland in Liber 1603, folio 0063.

**1.2. Location.** The M & L Property is located at the easterly limits of Salisbury and has a premises address of 535 Lincoln Avenue, Salisbury, Maryland 21804.

#### **1.3. Property Description; Reason for the Annexation Petition.**

- (a) The M & L Property consists of 8,379+/- square feet of land, as more particularly depicted and described by a Plat entitled “Annexation Plan of Lot A, Block A ‘Lin-Hill Village’ Camden Election District, Wicomico County, Maryland”, dated August 2020 and prepared by W. Bruce Wagner Property Line Surveyor, LLC (the “**Annexation Plat**”), which said Annexation Plat is intended to be recorded among the Plat Records of Wicomico County, Maryland following the City’s annexation of the M & L Property. (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*). The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses

and distances in that certain legal description attached hereto and incorporated herein as **Exhibit B** (the “**M & L Property Description**”).

- (b) The M & L Property is improved by one two-story single-family residential dwelling unit in the area of the Property as shown on the Annexation Plat. (See **Exhibit A**). The single-family dwelling unit on the M & L Property is already served by the City’s public water and sewer utilities. The Annexation Petition submitted by M & L arises from M & L’s desire to receive all available public services provided by the City to properties located within its municipal boundaries, including, but not limited to, residential garbage pick-up service.

**1.4. Existing Zoning.** All of the M & L Property is currently zoned R-8 Residential under the Wicomico County Code (the “**County Code**”). The property adjoining the M & L Property to the west is located within the municipal limits of the City and is identified as Map 115, Parcel 3287, having a premises address of 533 Lincoln Avenue, Salisbury, Maryland 21804 (“**533 Lincoln Avenue**”) and is zoned R-8 under the City of Salisbury City Code (the “**City Code**”). The property adjoining the M & L Property to the south is located outside of the municipal limits of the City and is identified as Map 0048, Parcel 237, having a premises address 534 Lincoln Avenue, Salisbury, Maryland 21804 (“**534 Lincoln Avenue**”), and the property adjoining the M & L Property to the east is also located outside of the municipal limits of the City and is identified as Map 0038, Parcel 0032, Block A, Lot, having a premises address of 537 Lincoln Avenue, Salisbury, Maryland 21804 (“**537 Lincoln Avenue**”); 534 Lincoln Avenue and 537 Lincoln Avenue are each located zoned R-8 Residential under the County Code.

## **2.0. LAND USE PATTERN PROPOSED FOR THE ANNEXED PROPERTY.**

### **2.1. Comprehensive Plan.**

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the “**Comprehensive Plan**”). The Comprehensive Plan sets forth the land use policies for all lands located within the City’s municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan. The M & L Property is located within the City’s designated Municipal Growth Area.
- (b) With respect to the City’s annexation of property, the goal of the City’s Comprehensive Plan is: “To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

**2.2. Proposed Zoning for M & L Property.** Upon its annexation, the M & L Property is proposed to be zoned as “R-8”. Per Section 17.156.010 of the City Code, the purpose of the “R-8” zoning district is: “to preserve the character of both newly planned and established single-family residential areas in order to promote and to enhance the quality of life and environmental attributes which are an essential part of the city. The uses permitted in these districts are limited primarily to single-family residential. Selected nonresidential uses which provide a service to the residents of an area or which, by their nature, require a residential environment are permitted. Apartment developments, therefore, are incompatible because they generate an undue concentration of population and increased traffic which alter the predominantly single-family residential character of these areas.”

**2.3. Proposed Land Use for M & L Property.** Upon its annexation, the M & L Property will continue to be used for single-family residential purposes (i.e. the use of the M & L Property will be unchanged from its current use). Specifically, just as it is now, the M & L Property will be improved by a two-story single-family residential dwelling which M & L will make available for lease subject to all applicable City laws and

regulations, including, expressly, all applicable City laws governing building and property maintenance standards and all applicable City laws governing landlord and rental property registrations.

**3.0. THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PROPERTY.**

**3.1. Roads.** Currently, and following its annexation by the City, the M & L Property can be accessed by Lincoln Avenue.

**3.2. Water and Wastewater Treatment.** The M & L Property is located in a previously identified Urban Service District, and, pursuant to that certain Pre-Annexation Covenant and Agreement, dated May 7, 2019, by and between M & L and the City (the “**Pre-Annexation Agreement**”) (a copy of the Pre-Annexation Agreement is attached hereto and incorporated herein as *Exhibit C*), the M & L Property is already served by City water and sewer utilities and has been allocated one (1) equivalent dwelling unit (“**EDU**”) on the basis the M & L Property, and all improvements thereon, creates a demand for two hundred fifty (250) gallons of water per day. As set forth in Sections A and B of the Pre-Annexation Agreement, the City allowed the extension of existing water and sewer utilities outside the City’s municipal limits to serve the M & L Property prior to its annexation on the following conditions (all of which have been met and satisfied by M & L prior to the date hereof): (i) M & L submitted the Petition requesting the City’s annexation of the Property; and (ii) M & L paid all costs and fees associated with the connection of the M & L Property to City water and sewer utility services. As evidenced by the prior connection of the M & L Property to City water and sewer utility services, the City has no concerns about the feasibility or capacity to serve the M & L Property.

**3.3. Schools.** The M & L Property will not generate any additional pupil enrollment and will have no impact on school capacity.

**3.4. Parks and Recreation.** The City’s annexation of the M & L Property will have no impact on park and recreational facilities, nor will it generate a demand for park and recreational facilities.

**3.5. Fire, E.M., and Rescue Services.** The City of Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services (collectively “**fire and emergency services**”) to residents of the Salisbury Fire District. The M & L Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the M & L Property after its annexation into the City.

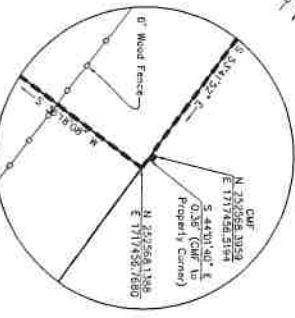
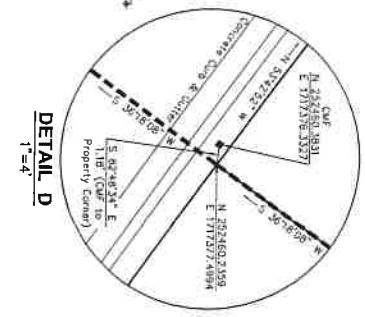
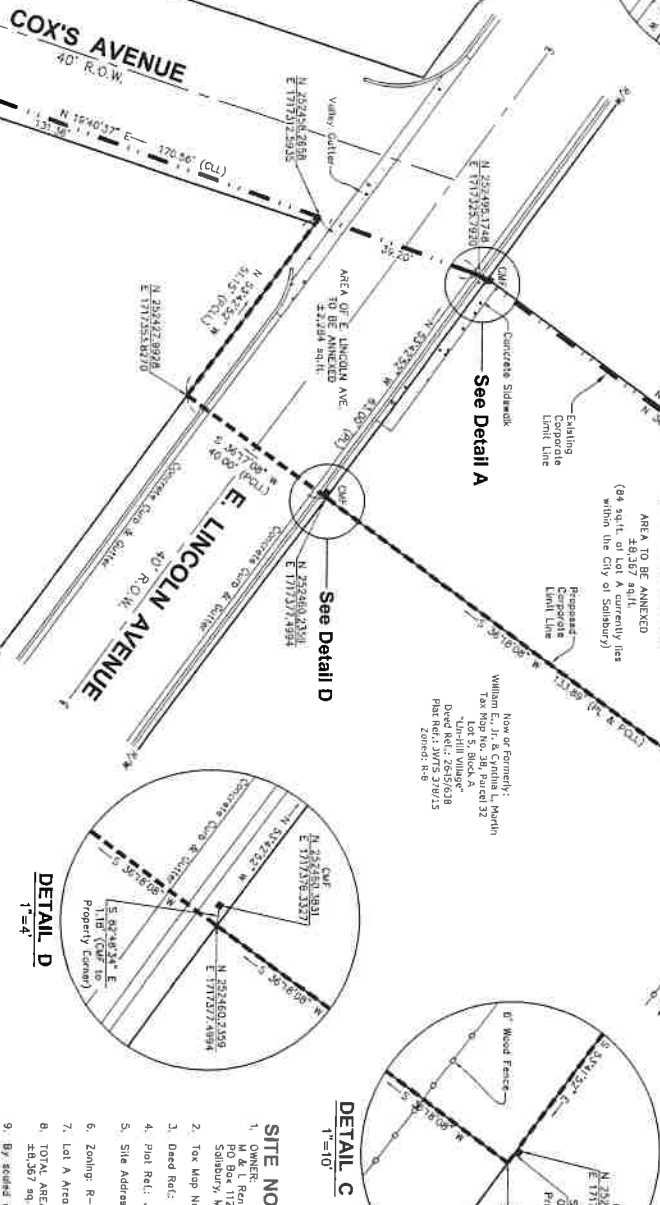
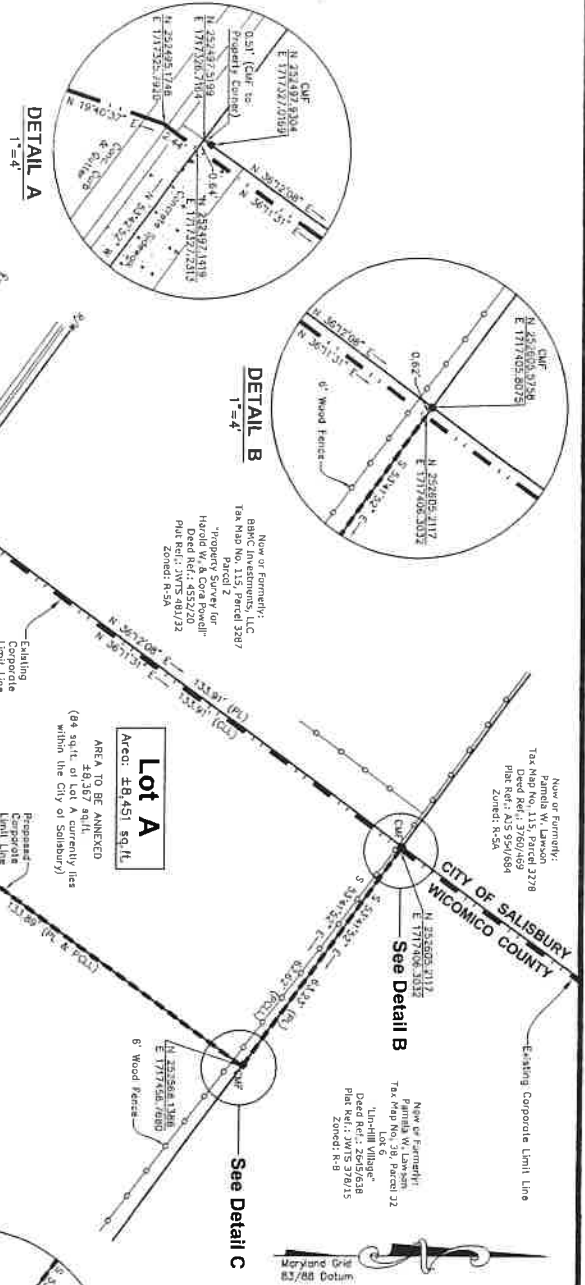
**3.6. Police.** The City of Salisbury Police Department will provide police services to the M & L Property.

**3.7. Stormwater Management.** Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

**3.8. Waste Collection.** The City provides garbage and recycling collection for single-family residential dwellings located within the municipal limits. Upon annexation of the M & L Property, the City will provide municipal garbage and recycling collection services for the M & L Property, subject to any future development and/use of the M & L Property which requires garbage and recycling collection service from independent waste haulers.

**4.0. HOW DEVELOPMENT OF THE ANNEXED PROPERTY WILL RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.** The City’s annexation of the M & L Property is consistent with applicable Maryland and local law. The Annexation Petition does not arise from any development scheme for the M & L Property; indeed, as of the date of this Annexation Plan, there are no plans to develop (or redevelop) the M & L Property following its annexation, and any future development (or redevelopment) of the M & L Property will be subject to the review and approval of the Planning Commission. In this matter, M & L’s request for the City’s annexation of the M & L Property arises exclusively from the terms of the Pre-Annexation Agreement and from M & L’s desire to receive all City services, including garbage and recycling collection services, available to properties located within the City’s municipal limits.

## Exhibit A



- SITE NOTES:**

1. M & L Periods, LLP  
PO Box 1128  
Salem, MO 21802
2. To: Map No. 48, 0180, 4 Parcel 242
3. Deed Ref.: 1603/63
4. Plat Ref.: JMS 378/5
5. Site Address: 555 Lincoln Avenue  
Salem, MO 21801
6. Zoning: R-8
7. Lot A Area: 46.451 aq. ft. (±0.194 Acres)
8. TOTAL AREA TO BE ANNEXED:  
= 36.37 aq. ft. ±2.24 aq. ft. = ±0.831 Acres
9. By stating map location and grade nothing else, the subject property appears to be entirely in Zone X (Area determined to be outside the 0.2% annual chance floodplain) according to the Flood Insurance Rate Map for the County of Wisconsin, 2015, Planning Point No. 2485020262, Effective Date August 17, 2015.

## PURPOSE STATEMENT

The purpose of this plat is to show the annexation of Lot A into the corporate limits of the City of Solisbury. Lot 1 is owned by M & L Rentals, LLP and is the sole of this plat.

Professional Certification

I certify that these documents were prepared & approved by me, and that I am a duly licensed Property Line Surveyor under the laws of the State of Maryland.

William Bruce Wagner  
Property Line Surveyor  
License No.: 470  
Expiration date: January 3, 2011

Date Plotted : 8/12/2020

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1 of 1

ANNEXATION PLAN  
OF  
LOT A, BLOCK A  
"LIN-HILL VILLAGE"  
DEN ELECTION DISTRICT  
WICOMICO COUNTY, MARYLAND

REVISIONS	
Date	Issued for

**W. BRUCE WAGNER**  
PROPERTY LINE SURVEYOR, LLC  
33915 Bob Smith Rd.  
Pittsville, MD 21850  
410-430-0287  
bwagnersurveying@gmail.com



## Exhibit B

### EAST LINCOLN AVENUE – M & L RENTALS, LLP

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the lands of M & L Rentals, LLP, being known as Lot A. X 1,204,899.93 Y 191,747.85 (1) Thence by and with the said existing Corporate Limits Line and crossing E. Lincoln Avenue South nineteen degrees forty minutes thirty-seven seconds West ( $S 19^{\circ} 40' 37'' W$ ) thirty-nine decimal two, zero (39.20) feet to a point on the southerly right of way line of the said E. Lincoln Avenue. X 1,204,886.73 Y 191,710.94 (2) Thence by and with the southerly line of the said E. Lincoln Avenue South fifty-three degrees forty-two minutes fifty-two seconds East ( $S 53^{\circ} 42' 52'' E$ ) fifty-one decimal one, five (51.15) feet to a point. X 1,204,927.97 Y 191,680.67 (3) Thence crossing the said E. Lincoln Avenue North thirty-six degrees seventeen minutes eight seconds East ( $N 36^{\circ} 17' 08'' E$ ) forty decimal zero, zero (40.00) feet to a point at the southeasterly corner of the said Lot A. X 1,204,951.64 Y 191,712.91 (4) Thence by and with the easterly line of the said Lot A North thirty-six degrees eighteen minutes eight seconds East ( $N 36^{\circ} 18' 08'' E$ ) one hundred thirty-three decimal eight, nine (133.89) feet to a point at the northeasterly corner of the said Lot A X 1,205,030.91 Y 191,820.81 (5) Thence by and with the northerly line of the said Lot A North fifty-three degrees forty-one minutes fifty-two seconds West ( $N 53^{\circ} 41' 52'' W$ ) sixty-two decimal six, two (62.62) to a point on the said line of Lot A at its intersection with the existing Corporate Limits Line X 1,204,980.44 Y 191,857.89 (6) Thence by and with the said Corporate Limits Line South thirty-six degrees eleven minutes thirty-one seconds West ( $S 36^{\circ} 11' 31'' W$ ) one hundred thirty-six decimal three, five (136.35) feet to the point of beginning.

Annexation containing 0.245 acres (10,651 square feet), more or less.

**PRE-ANNEXATION COVENANT AND AGREEMENT**

*for service connection to  
City of Salisbury Water/Sewer Mains*

THIS PRE-ANNEXATION COVENANT AND AGREEMENT ( hereinafter referred to as "Agreement") made and executed this 7<sup>th</sup> day of MAY, 2019, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter referred to as "City"), and M+L Rentals, LLP (hereinafter referred to as "Owner"):

WHEREAS, Owner is in the process of developing or performing construction on a tract of land (hereinafter referred to as "Property") located at 535 E. Lincoln Ave. (Address) \_\_\_\_\_ (Liber/Folio), located in a previously identified Urban Service District, but outside the City of Salisbury Corporate Limits, Wicomico County, State of Maryland, and has requested water and/or sewer utility service to the described Property utilizing City of Salisbury public utility mains.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties covenant and agree as follows:

- A. City will allow the extension of existing utilities outside the City corporate limits to serve the Property before annexation, but conditioned upon the agreement that the Owner shall petition for annexation of the Property into the City upon request by the City.
- B. Owner shall be responsible for all costs and fees associated with the connection of services as established by the policy of the City of Salisbury for utility construction and service connections. Owner shall make all required payments on a time schedule established by the City.
- C. Owner shall request service connection for both water and sewer utilities to the Property, when available.
- D. The Owner shall:
  1. Dedicate to the City all easements and rights-of-way needed to serve Property with water and/or sewer utilities.
  2. Prepare and submit executed deeds for utility easement and/or right-of-way, when needed.
  3. Pay fees to the City of Salisbury required for hookup, inspection, and other costs associated with providing water and sewer service to the Property.
  4. Prepare a site plan showing building proximity to other buildings and property lines, where needed. Plans shall be prepared with sufficient detail to allow the City to determine location of service to the existing or proposed buildings.



5. Submit a petition for annexation within thirty (30) days of receipt of an annexation request from the City.

6. Agree to pay for all costs associated with the annexation, including, but not limited to, advertising costs.

E. The City shall:

1. Review and accept or require modifications to site plans.
2. Provide municipal water and sewer service to the Property after receipt of fees and costs.
3. Accept for perpetual maintenance the public utility service between the public main and the sanitary cleanout, excluding the cleanout assembly.
4. Accept for perpetual maintenance the public utility service between the public main and the water meter assembly tailpiece, including the water meter and vault.

F. This Covenant and Agreement is, and shall be, binding upon the Owner, its successors, heirs, and assigns, and shall burden and run with the land. All future Owners shall be bound by this Covenant and Agreement. This Covenant and Agreement shall become null and void when the annexation of the Property into the City becomes effective.

WITNESS the hands and seals of the parties, the day and year set forth above.

ATTEST:

CITY OF SALISBURY

Kimberly R. Hulse

By: [Signature]

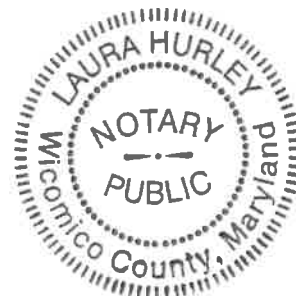
(SEAL)

Laura Hurley

[Signature]

(SEAL)

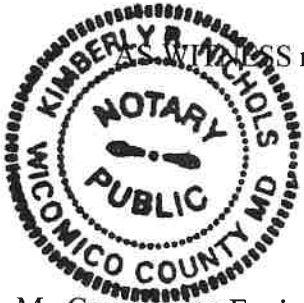
, Owner



Expires: 11/8/2020

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 9<sup>th</sup> day of MAY, 2019, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared Jacob R. Day, as Mayor for the CITY OF SALISBURY, a municipal corporation of the State of Maryland, and on their behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.



WITNESS my hand and Notarial Seal.

Kimberly R. Nichols  
NOTARY PUBLIC

My Commission Expires: 3-5-22

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of May, 2019, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared John Cannon, Owner, and (they/he/she) acknowledged the foregoing to be (their/his/her) respective act and deed.



WITNESS my hand and Notarial Seal.

Beverly R. Jure  
NOTARY PUBLIC

My Commission Expires: 8/15/22

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

S. Mark Tilghman  
S. Mark Tilghman, Esquire

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**ORDINANCE NO. 2681**

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S GRANT FUND BUDGET TO REALLOCATE BUDGETED MATCHING FUNDS FROM OTHER GRANT PROJECTS TO THE ZOO SPECIAL EVENTS PAVILION, PHASE 2 PROJECT.**

WHEREAS, the FY22 Budget Ordinance No. 2660, Schedule C included a Program Open Space (POS) project titled 'Resurfacing of Existing Tennis Courts' in the amount of \$99,000 with a budgeted matching amount of \$11,000; and

WHEREAS, the 'Resurfacing of Existing Tennis Courts' project was deemed ineligible for POS funding in FY22 by the Maryland Department of Natural Resources (DNR), as those tennis courts will not be eligible to receive additional POS funding until FY23; and

WHEREAS, the Wicomico County Recreation, Parks & Tourism Department has agreed to allow the City to redirect the POS funds that were approved for the 'Resurfacing of Existing Tennis Courts' project to an alternate project – the 'Zoo Special Events Pavilion, Phase 2' project; and

WHEREAS, the FY22 Budget Ordinance No. 2660, Schedule C included a POS project titled 'New Tennis Complex' in the amount of \$540,000 with a budgeted matching amount of \$60,000; and

WHEREAS, the 'New Tennis Complex' project was not approved for POS funding by the Wicomico County Recreation, Parks & Tourism Department; and

WHEREAS, the FY22 Budget Ordinance No. 2660, Schedule C included a POS project titled 'Zoo Special Events Pavilion, Phase 2' in the amount of \$172,357 with a budgeted matching amount of \$0; and

WHEREAS, the Zoo Special Events Pavilion is a multi-phase project, and the Department of Field Operations is seeking to utilize those grant match funds that are no longer required for other POS projects for the Zoo Special Events Pavilion project.

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

1. Decrease amount shown for 'Resurfacing of Existing Tennis Courts' project in Grant Match budget (91001-599120) by \$11,000
2. Decrease amount shown for 'New Tennis Complex' project in Grant Match budget (91001-599120) by \$60,000
3. Increase amount shown for 'Zoo Special Events Pavilion, Phase 2' project in Grant Match budget (91001-599120) by \$71,000

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 13<sup>th</sup> day of September 2021, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the \_\_\_\_ day of \_\_\_\_, 2021.

**ATTEST:**

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

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

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

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

**ORDINANCE NO. 2682**

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S GENERAL CAPITAL PROJECT FUND BUDGET TO REALLOCATE FUNDING FOR THE ZOO ADMINISTRATIVE OFFICE SPACE PROJECT.**

WHEREAS, the FY2020 Budget Ordinance No. 2539 appropriated \$100,000 for the Zoo Administrative Project; and

WHEREAS, the Infrastructure and Development Department estimates an additional \$64,000 is required for the project; and

WHEREAS, Interest on bond proceeds in the same bond pool are available on to cover the additional funds required; and

WHEREAS, the Department of Field Operations is seeking to move unused interest to the Zoo Administrative Office Space project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND THAT THE City's Capital Projects Fund Budget be and hereby is amended as follows:

1. Increase the Interest Revenue (98019-456110-43022) budget by \$64,000.00
2. Increase the Zoo Admin Office Space (98119-513026-43022) budget by \$64,000.00

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 13<sup>th</sup> day of September 2021, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

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


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

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**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 & Development   
Date: September 3, 2021  
Re: Budget Amendment – CFES Endowment Grant for City Park Bridge and Bandstand Repairs

---

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.

# 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.™



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**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.

62  
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.

67  
68 **ATTEST:**

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72 \_\_\_\_\_  
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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80 \_\_\_\_\_  
81 **Jacob R. Day, Mayor**  
82



# 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

---

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.



**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).*



## 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!



ORDINANCE NO. 2685

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 of the City of Salisbury desire to amend Chapter 8.08.080 to permit the cultivation of meadows subject to the terms and conditions provided hereinbelow.

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

**Section 1.** Chapter 8.08 of the Salisbury City Code, entitled "Rental of Residential Premises", be and is hereby amended by adding the bolded and underlined language as follows:

**8.08.080 Meadow Cultivation**

**A. 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 stipulations in section 8.08.010 Cutting or removal of grass, weeds, brush and plant growth if meeting the following conditions:**

**1. Meadow is managed in a manner so not to become infested with weeds or to create a stagnant, foul-smelling condition;**

**2. Meadow is managed so not to contain noxious weed growth and must include at minimum, a majority of plants native to Maryland;**

**B. Definition of Noxious Weeds: any annual, biennial, or perennial weed or plant that adversely effects and/or threatens agricultural production. Noxious weeds found in Maryland as defined by the Maryland Department of Agriculture include:**

**1. Johnsongrass;**

**2. Shattercane;**

**3. Palmer Amaranth;**

**4. Common Waterhemp;**

**5. Canada Thistle;**

**6. Musk Thistle;**

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49           **7.       Plumeless Thistle;**

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51           **8.       and Bull Thistle;**

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53       **C.       Meadow is set back not less than ten (10) feet from front property line;**

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55       **D.       Meadow is set back not less than five (5) feet from side and/or rear property line;**

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57       **E.       No Meadow set back is required for side and/or rear property line if a fully opaque fence, at least**  
58       **five (5) feet in height, is installed between the Meadow and neighboring side and/or rear property;**

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60       **F.       Meadow must be cut to a height no greater than eight (8) inches a minimum of one (1) time**  
61       **annually between September 15 and March 15;**

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63       **G.       All property owners who desire to participate in cultivating a Meadow must first register with the**  
64       **Housing and Community Development Department.**

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

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

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

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

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

79  
80       **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held  
81 on the 10<sup>th</sup> day of May, 2021 and thereafter, a statement of the substance of the Ordinance having been published as  
82 required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_ day of  
83 \_\_\_\_\_, 2021.

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85       **ATTEST:**

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

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

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

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

# Finance Department / HCDD

## MEMO

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**To:** Keith Cordrey

**From:** Deborah Stam

**Subject:** Ordinance – Budget Amendment – Acceptance / Appropriation of  
Additional PY 2021 CDBG Funding

**Date:** September 17, 2021

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The City of Salisbury has received a larger award of PY 2021 CDBG funding from the U.S. Department of Housing & Urban Development (HUD) than we anticipated / included on the FY22 Schedule C form. The amount of PY 2021 CDBG funding that was included on the FY22 Schedule C form was \$388,000, while the amount of PY 2021 CDBG funding awarded to the City of Salisbury by HUD was \$405,796, resulting in a difference of \$17,796. Those additional funds will need to be accepted / appropriated into the budget so that they may be expended.

Attached is an Ordinance approving a budget amendment of the City's Grant Fund to appropriate the additional \$17,796 in PY 2021 CDBG funds that have been awarded to the City. Those funds will be utilized for the projects included in the PY 2021 CDBG Action Plan

Please forward this information to the City Council to be placed on their agenda for first reading at the September 27, 2021 legislative meeting, and second reading / final passage at the October 11, 2021 legislative meeting. Thank you for your assistance.



Deborah J. Stam  
Grants Manager  
Finance Department / HCDD

**Attachments**

CC: Olga Butar  
Kim Nichols  
Julie English  
Michael Sullivan

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**ORDINANCE NO. 2686**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT FOR THE PURPOSE OF ACCEPTING ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS IN THE AMOUNT OF \$17,796.00, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE SUCH CDBG FUNDS FOR THE PROJECTS OUTLINED IN THE 2021 CDBG ACTION PLAN.**

**WHEREAS**, the Maryland State Office of the U.S. Department of Housing & Urban Development (“**HUD**”) has determined the City of Salisbury (“**City**”) qualifies as an entitlement community; and

**WHEREAS**, the City is, therefore, entitled to receive Community Development Block Grant (“**CDBG**”) funds directly from HUD, upon HUD’s approval of the City’s annual Action Plan; and

**WHEREAS**, the amount of CDBG funding awarded by HUD to the City for PY2021 was higher than the amount anticipated by the City, as set forth in the FY2022 Schedule C Form (the “**FY2022 Schedule C**”) that was accepted through the City’s FY2022 budget process; and

**WHEREAS**, the FY2022 Schedule C identifies anticipated PY2021 CDBG funding in the amount of \$388,000.00, however, for PY2021, HUD awarded the City CDBG funding in the amount of \$405,796.00, resulting in an award that is \$17,796.00 more than the anticipated amount of CDBG funding set forth in the FY2022 Schedule C; 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**, the appropriations necessary to execute the purpose of the additional \$17,796.00 of CDBG funds awarded to the City by HUD for PY2021, as provided hereinabove, must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

**Section 1.** Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the U.S. Department of Housing & Urban Development (“**HUD**”), on behalf of the City of Salisbury (the “**City**”), for the City’s acceptance of Community Development Block Grant (“**CDBG**”) funds in the amount of \$17,796.00.

**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 CDBG Revenue Account No. 12800–423300–XXXXX by \$17,796.00; and
- (b) Increase CDBG Operating Expense Account No. 12800–546006–XXXXX by \$17,796.00.

**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**



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.





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

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

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

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

12       **Section 5.** This Ordinance shall take effect from and after the date of its final passage.  
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14       **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City  
15 of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and thereafter, a statement of the substance of  
16 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council  
17 of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
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20 **ATTEST:**  
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24 \_\_\_\_\_  
25 **Kimberly R. Nichols, City Clerk**

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

26  
27  
28 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
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32 \_\_\_\_\_  
33 **Jacob R. Day, Mayor**



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**

---

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.

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**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.

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

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

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**Kimberly R. Nichols, City Clerk**

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

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

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