



**SALISBURY CITY COUNCIL  
WORK SESSION AGENDA**

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**(TUESDAY) JANUARY 18, 2022**

**Government Office Building, Council Chambers, Salisbury, MD and Zoom Video Conferencing**

- 4:30 p.m. Budget amendment to reclassify several positions within the Fire Department- Fire Chief John Tull
  - 4:40 p.m. Ordinance to accept funds for the FY22 Exploring Predictive Policing with Machine Learning grant- Assistant Police Chief Colonel Dave Meienschein
  - 4:50 p.m. Environmental Policy Task Force Annual Update- Department of Infrastructure and Development (DID) Director Amanda Pollack and Sustainability Coordinator Alyssa Hastings
  - 5:05 p.m. Moore Property Annexation modification- DID Director Amanda Pollack
  - 5:15 p.m. Resolution to establish a "Truth, Racial Unity, Transformation & Healing Advisory Committee."- Mayor Jacob Day
  - 5:30 p.m. Election Redistricting- Assistant Director of GIS John O'Brien and GIS Analyst Carl Flint
  - 6:15 p.m. Administration and Council Remarks
  - 6:25 p.m. Motion to convene in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b)(14)
- Convene in Open Session / Report to Public / Adjournment

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

Join Zoom Meeting  
<https://us02web.zoom.us/j/88186172560>  
Meeting ID: 881 8617 2560  
Phone: 1.301.715.8592



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

## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** John W. Tull, Fire Chief  
**Subject:** Budget Amendment for Position Authorizations  
**Date:** January 6, 2022

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As you are aware, the current Staffing for Adequate Fire and Emergency Response (SAFER) Grant performance period will end on February 28, 2022. During the FY22 Budget process, funding was appropriated to retain the twelve SAFER grant funded positions as full-time employees with the City of Salisbury Fire Department when this grant ended. In addition to retaining these twelve positions, the Fire Department is requesting approval to reclassify several positions in an effort to provide career ladder opportunities and to build the strongest team possible.

Attached you will find an Ordinance requesting the approval of a budget amendment of the FY2022 General Fund budget and the Department's Authorized Position allocations. Thank you in advance for your time and consideration on this request. Unless you or the Mayor have further questions, please forward a copy of this memo and ordinance to the City Council for their consideration.

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

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2022 GENERAL FUND BUDGET AND AUTHORIZING THE MAYOR TO AMEND THE AUTHORIZED POSITIONS INCLUDED IN THE FY22 GENERAL FUND BUDGET.**

**WHEREAS**, the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the City of Salisbury will end on February 28, 2022; and

**WHEREAS**, funding was appropriated in the FY2022 General Fund Budget to retain the twelve SAFER Grant funded positions as full time employees; and

**WHEREAS**, the Fire Department has determined the need to reclassify several positions within the Department; and

**WHEREAS**, there are insufficient funds available in the FY22 Fire Department Budget to fund the position reclassifications; and

**WHEREAS**, the position appropriations below, 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.** The City of Salisbury's Fiscal Year 2021 General Fund Budget be and is hereby amended as follows:

- (a) Increase the Current Year Surplus Account (01000-469810) by \$17,980.00
- (b) Increase the Salisbury Fire Department's Salaries Non-Clerical Account (24035-501002) by \$17,980.00

**Section 2.** The City of Salisbury's FY22 Authorized Position Budget be and hereby is amended as follows:

Position Title	Division	Org	FY22 Grade	FY20	FY21	FY22 Orig	Revisions Mar 22	FY22 Revised
<b>Salisbury Fire Department 24035</b>	24035	24035						
Fire Chief	24035	24035	PS9	1	1	1		1
Deputy Fire Chief	24035	24035	PS8	2	2	2		2
Assistant Fire Chief	24035	24035	PS7	5	5	5	1	6
Captain	24035	24035	PS6	7	7	7	-1	6
Lieutenant	24035	24035	PS5	4	4	4	4	8
Sergeant EMT/PM	24035	24035	PS4/4P	8	8	8		8
Probationary/FF-PM/Driver-PM	24035	24035	PS1P-3P	22	22	22	2	24
Probationary/FF-EMT/Driver-EMT	24035	24035	PS1-3	24	24	24	6	30
Emergency Vehicle Technician III (EVT)	24035	24035	11	0	0	0		0
Fire Inspector I/II/SR	24035	24035	7/8	1	1	1		1
Office Manager I/II/III	24035	24035	6	1	1	1		1
Office Associate III	24035	24035	3	1	0	0		0
Administrative Assistant I/II/III	24035	24035	5	0	1	1		1
<b>Total 24035 Salisbury Fire Department</b>	<b>24035</b>	<b>24035</b>		<b>76</b>	<b>76</b>	<b>76</b>	<b>12</b>	<b>88</b>

36 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
37 **SALISBURY, MARYLAND,** as follows:  
38

39 **Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision  
40 of this Ordinance shall be deemed independent of all other provisions herein.  
41

42 **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any  
43 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,  
44 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication  
45 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other  
46 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.  
47

48 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as  
49 if such recitals were specifically set forth at length in this Section 5.  
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51 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
52

53 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
54 Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and thereafter, a statement of the substance  
55 of the Ordinance having been published as required by law, in the meantime, was finally passed by the  
56 Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
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59 **ATTEST:**  
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64 \_\_\_\_\_  
65 **Kimberly R. Nichols, City Clerk**

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

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67 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
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70 \_\_\_\_\_  
71 **Jacob R. Day, Mayor**  
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City of  
**Salisbury**  
Jacob R. Day, Mayor

December 30, 2021

TO: Julia Glanz

FROM: Colonel David Meienschein

SUBJECT: Ordinance – GOCPYVS Exploring Predictive Policing with Machine Learning

Attached please find an ordinance to authorize the Salisbury Police Department to accept funds from the Governor's Office of Crime Prevention, Youth, and Victim Services in the amount of \$100,000 for the FY22 Exploring Predictive Policing with Machine Learning grant. The purpose of this grant funding is to increase the availability of data-driven predictive analytics that offer local police an additional set of tools that can supplement and enhance existing proactive strategies to reduce crime and victimization.

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

David Meienschein  
Assistant Chief of Police

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

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF MARYLAND TO ACCEPT FUNDING FROM THE GOVERNOR'S OFFICE OF CRIME PREVENTION, YOUTH AND VICTIM SERVICES IN THE AMOUNT OF \$100,000, AND TO AMEND THE GRANT FUND BUDGET TO APPROPRIATE THESE GRANT FUNDS FOR THE CONTINUATION OF THE 'EXPLORING PREDICTIVE POLICING WITH MACHINE LEARNING' PROJECT.

WHEREAS, the Governor's Office of Crime Prevention, Youth and Victim Services has funding available through the **Exploring Predictive Policing with Machine Learning** program; and

WHEREAS, the purpose of the grant program is to develop computer software to analyze crime data and predict the re-occurrence of similar criminal activity based on analytical input sourced from city GIS and the Salisbury Police Department; and

WHEREAS, the City of Salisbury and the University of Maryland were invited by GOCPYVS to participate in this endeavor as a continuation of the MCIN Grant Project for Machine Learning; and

WHEREAS, the GOCPYVS has allocated funds in the amount of \$100,000 for the University of Maryland for salary support related to research; and

WHEREAS, the City of Salisbury must enter into a grant agreement with the University of Maryland defining how the funds must be expended as well as the sharing of analytical data; and

WHEREAS, the purpose of the project is to assist in predicting local crime patterns in order to ultimately reduce crime in the City of Salisbury; and

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

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

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

**Section 1.** Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Governor's Office of Crime Prevention, Youth and Victim Services on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$100,000, so that those funds may be utilized by the University of Maryland for the continuation of the **Exploring Predictive Policing with Machine Learning** project.

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 Bryne Memorial JAG Revenue Account No. 10500-423101-XXXXX by \$100,000.

(b) Increase SPD Consulting Fees Expense Account No. 10500-513400-XXXXX by \$100,000.

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62 the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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64 **ATTEST:**  
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68 \_\_\_\_\_  
69 **Kimberly R. Nichols, City Clerk**  
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\_\_\_\_\_ **John R. Heath, City Council President**

71  
72 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
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78 **Jacob R. Day, Mayor**  
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City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator  
From: Amanda Pollack, P.E., Director of Infrastructure and Development  
Date: January 7, 2022  
Re: Environmental Policy Task Force Report – Annual Update

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AP

The Mayor convened an Environmental Policy Task Force in February 2020. The task force was charged with reviewing the 2009 Environmental Policy Task Force report and developing new priorities. The Environmental Policy Task Force report was adopted in January 2021 via Resolution No. 3088. Per the resolution, the Director of the Infrastructure and Development Department shall provide an annual progress report in January on the accomplishments to date.

Attached is the annual progress report. For future reference, this annual report will be located in the Sustainability Section of the Infrastructure and Development website.

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





Annual Report – Year 1

# CITY OF SALISBURY'S ENVIRONMENTAL POLICY TASK FORCE

January 18, 2022



**Task Force met August - December 2020 and presented over 50 recommendations which were adopted via Resolution No. 3088 in January 2021**

## **5 Subcommittees:**

- 1. Energy Use and Emissions**
- 2. Water, Wastewater, and Storm Water**
- 3. Management of Public Open Space**
- 4. Transportation, Sustainable Operation**
- 5. Education and Outreach**



# Elements of Each Recommendation:

1. **Synopsis**
2. **Benefits and Barriers**
3. **Actions Required**
4. **Climate Change Implications**
5. **Diversity and Justice**
6. **Priority Level and Recommended Timeline**



# Energy Use and Emissions Recommendations:

- 1. Embed Energy and Emissions Assessments into City Planning**
2. Environmentally Conscious Building Policy for City-Owned Construction Projects
3. Environmentally Conscious Building Policy for Non City-Owned Construction Projects
4. City Vehicles: Maintenance, Use, and Alternatives
5. Renewable Energy: Procurement, On-Site Solar and Community Solar



# Recommendation: Embed Energy and Emissions Assessments into City Planning

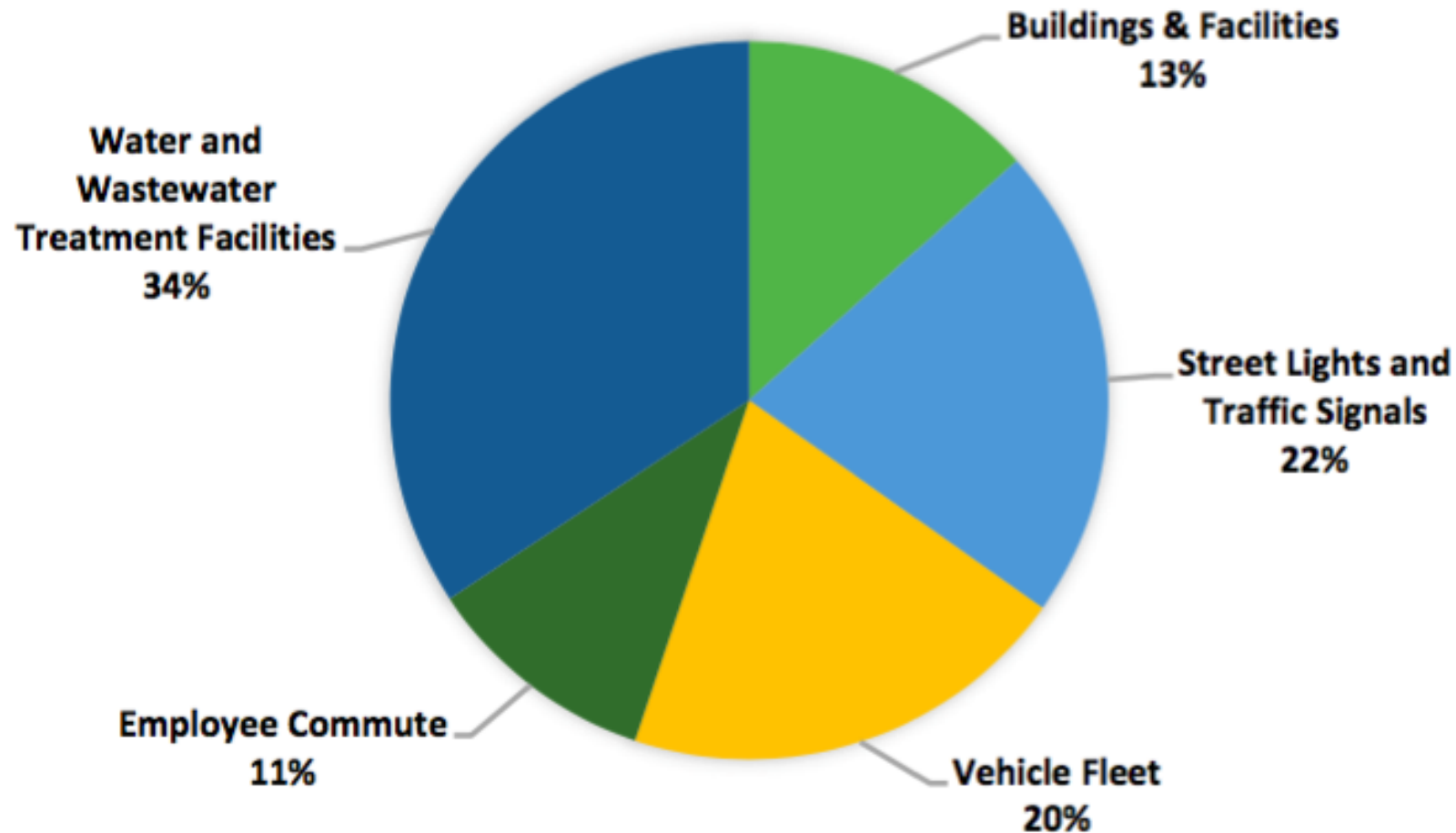
Worked with City's energy consultant CQI Energy to conduct a comprehensive Greenhouse gas emissions inventory for 2019

Greenhouse gas inventories help us measure and track both our contribution to climate change and progress as we make energy efficiency improvements.

Next Steps: working with City administration to determine energy reduction goals and determining best approach to tackle efficiency projects.



**CITY OF SALISBURY  
2019 GREENHOUSE GAS EMISSIONS  
CO2 EQUIVALENT (METRIC TONS)**



## CQI's GHG Emissions Recommendations:

1. Recommend setting a goal to reduce GHG emissions from 2019 levels by 2.5% per year or 25% by 2030.
2. Recommend setting a long-term goal of net-zero GHG emissions by 2045 in accordance with the Greenhouse Gas Emissions Reduction Act of Maryland.
3. Evaluate the top five emission sources of each scope to determine GHG emissions reduction projects.
4. Perform a GHG emissions inventory every 2 years to track progress of reduction projects.



# Water, Wastewater, and Storm Water Recommendations:

1. Increase Public Outreach and Data Accessibility
- 2. Lead Poisoning Prevention**
3. Stormwater Inlet Trash Inserts
4. Greywater Infrastructure Development





# Recommendation: Lead Poisoning Prevention

## COPPER AND LEAD WATER TESTING

To participate in the Lead and Copper testing program, fill out the online form below and the City will drop off a testing bottle to your residence. The program identifies the presence of lead and copper, and the city is not responsible for any replacement of non-city piping. You will receive a confirmation email shortly after submitting the online form. Once the test is completed, the City will pick the bottle back up. You will receive your results within 30 days.

There is no cost to participate in this program, but it is required that:

- Your home is serviced by City water
- Your home is a single-family home (no multi-unit dwellings)
- Your home was built PRIOR to 1988



# Management of Public Open Space Recommendations:

1. Parks Staffing and Organization
- 2. Establish Policies and Procedures**
3. Prepare a City-Wide Parks and Open Spaces Master Plan
4. Increase Collaboration and Governmental, For-profit, and Nongovernmental Organizations



## Recommendation: Establish Policies and Procedures

1. Established comprehensive City Parks donation policy- in process of ordering first 4 donations
2. Established internal executive order determining chain of command for parks planning, maintenance, and public outreach



# Transportation, Sustainable Operation, and Design Recommendations:

1. Transportation Recommendations: including Bicycle-Pedestrian Advisory Commission, Transportation Infrastructure Plan, and Bicycle Parking Requirement in Zoning Code
2. Smart Growth Zoning Alternatives- Timely due to City's current code re-write process
3. **Bay Friendly and Sustainable Landscape Options**



# Recommendation: Bay Friendly and Sustainable Landscape Options





# Education and Outreach Recommendations:

1. **Water Bottle Refill Stations**
2. Efficient and Effective Plumbing Conveyance Systems
3. Partnerships
4. Recycling and Solid Waste
5. Environmental Health
6. Nuisance Flooding (Sunny Day Flooding)



# Recommendation: Water Bottle Refill Stations

Stations implemented:

1. City Park near the bandstand
2. Ben's Red Swings
3. Boundless Playground
4. Riverwalk near new pedestrian bridge

WaterWorks has committed to replace existing water fountains with the water bottle station/fountain model and will fund 1-2 new stations per fiscal year!



# Upcoming: Community engagement with BEACON

Working with BEACON, Salisbury University Environmental Studies Senior Seminar class, and community organizations this Spring!

- Survey
- Feedback at Community Events
- 2 Focus Groups





# **Thank you City Council members for your support!**

## **Questions?**

For any follow up questions please contact:

Alyssa Hastings

Sustainability Specialist

Department of Infrastructure and Development

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





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

To: Julia Glanz, City Administrator  
From: Amanda Pollack, P.E., Director of Infrastructure and Development  
Date: January 7, 2022  
Re: Annexation Amendment request for Moore View Business Park

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AP

The City has received a request from M3 Synergies on behalf of the Moore View Business Park to modify their annexation agreement. The letter dated December 30, 2021 is attached, as is the annexation agreement dated June 19, 2013. Specifically, the request is to reduce or eliminate the development assessment fees.

The Development Assessment fees in the Annexation Agreement is consistent with current annexations. Recently, the City has considered reducing these fees if the project develops within an accelerated time frame. The Department of Infrastructure and Development recommends consideration of a reduction of fees only if specific development milestones are achieved by established timeframes, per similar amended annexation agreements.

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



27310 Equestrian Dr  
Salisbury, MD 21801

December 30, 2021

Department of Infrastructure and Development  
City of Salisbury  
Attn: Amanda Pollack, Director  
125 N Division St, Room 202  
Salisbury, MD 21801

Dear Mrs. Pollack:

Greetings to you this holiday season!

Please accept this letter, written on behalf of my clients Irene and Donald Moore of the Jerome S. Moore Family Real Estate Trust.

The Moore's own property commonly known as Moore View Business Park, situated next to Wor-Wic Community College and located within the city limits of Salisbury, Maryland. Just over 10 years ago, the Moore family embarked on what has turned out to be a very long and arduous journey to sell legacy property located on the corner of Rt. 50 and Walston Switch Road. Just about nine years ago, the Moore's, after expending a large amount of money and time in sale efforts, came to understand that annexing the property into city limits would assist in their desire and overall ability to sell the property.

Understanding that potential buyers of their property were seeking city services, the Moore's signed an annexation agreement with the City of Salisbury. To their dismay, the agreement included what would eventually become considered by potential buyers as unreasonable assessment fees. The establishment and approval of these fees was based on a conceptual plan that included hotel development and more – concepts that over time have proven they are no longer relevant in this market.

Despite the challenges, the Moore's have continued their efforts to sell conceptual lots on their property. It has been their first-hand experience that although there is great interest in the specific location of the property and the fact that it is within the City of Salisbury, buyers (even those who have taken the step to sign purchase agreements with the Moore's) ultimately decide to disengage from a sale because of the extremely high assessment amounts associated.



27310 Equestrian Dr  
Salisbury, MD 21801

As described on the attached U.S. Route 50 East – Moore Annexation Agreement, Section 8, D, the City of Salisbury will collect anywhere from \$9,625.00 to \$70,000.00 per conceptual lot to build on land. As you can imagine, this is incredibly prohibitive for a buyer, especially when adding these amounts to any infrastructure development costs, fees *and* today's construction prices.

With the submission of this letter, it is our intention to formally begin the process of requesting the City of Salisbury for substantial reduction, and hopeful elimination, of these high assessment fees.

We believe that because the City of Salisbury has over time, demonstrated substantial support for residential and commercial development within City limits, that this request will be considered and fairly supported. And we would like to collectively thank you for your continued commitment to the citizens and business owners of the City of Salisbury, and to our community as a whole.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Meredith Mears', with a stylized, flowing script.

Meredith Mears  
Principal

## ANNEXATION AGREEMENT

### U.S. Route 50 East - Moore Annexation

**THIS AGREEMENT** is made this 19th day of June, 2013, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, "the City"), and Irene E. Moore, Personal Representative of the Estate of Florence Moore (hereinafter, "the Owner") with her principal address at 6602 Walston Switch Road, Salisbury, Maryland 21804.

### RECITALS

**WHEREAS**, the Owner is the record owner of certain real property located in Wicomico County, Maryland, (hereinafter, "the Property"), and more particularly described in Attachment "A-1" attached hereto and made a part hereof; and

**WHEREAS**, the Owner desires to construct a mixed use commercial development upon the Property a commercial development; and

**WHEREAS**, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including municipal water and wastewater services, that the Owner desires to obtain for the Property; and

**WHEREAS**, the Owner desires that the City annex the Property and the City desires to annex the Property, provided that certain conditions are satisfied; and

**WHEREAS**, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

**WITNESSETH:**

**1. WARRANTIES AND REPRESENTATIONS OF CITY**

A. The City of Salisbury, the Salisbury-Wicomico County Planning Commission and staff will be guided by this Agreement throughout the review of any development plans submitted for the Property to ensure that the provisions of this Agreement are specifically implemented and the Property is developed in substantial conformance with the Preliminary Comprehensive Development Plan made part of this Agreement. Any approval granted to a development plan by any commission, board, body, or agent of the City shall be in substantial compliance with the terms and conditions of this Agreement and the appurtenant Preliminary Comprehensive Development Plan.

B. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Owner's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

**2. WARRANTIES AND REPRESENTATIONS OF THE OWNER:**

A. This Agreement constitutes the formal written consent to annexation by the Owner as required by Article 23A, Section 19(b). The Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Owner warrants and represents that it has the full authority to sign this Agreement and is in fact the sole owner of the real property encompassed in the annexation area and more particularly described in Attachment "A-1", and that there is no action pending against it involving it that would in any way affect its right and authority to execute this Agreement.

C. The Owner warrants and represents that it has the full power and authority to sign this Agreement and Consent and is, in fact, collectively the sole owner of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the annexation area.

**3. APPLICATION OF CITY CODE AND CHARTER**

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property except as otherwise specifically provided herein.

**4. MUNICIPAL ZONING**

Upon the effective date of the Annexation Resolution implementing this Agreement and approval by the Mayor and City Council of the Preliminary Comprehensive Development Plan attached to this Agreement as Attachment "B-1", the Property will be zoned "Planned Development

District" as stated in the Annexation Resolution and described in the City Zoning Ordinance. By letter dated September 24, 2012 (attached to this Agreement), the City Planning Commission approved the Preliminary Comprehensive Development Plan and forwarded a favorable recommendation with conditions to the Mayor and City Council.

**5. MUNICIPAL SERVICES**

Upon the effective date of the Annexation Resolution implementing this Agreement, the City will make the Property eligible to receive all applicable municipal services to the extent that the necessary public facilities exist to provide such services. Any allocation of capacity and/or services will be made by the City according to adopted allocation plans which may be in effect at the time the Owner makes request for such capacity and/or services.

**6. STANDARDS AND CRITERIA**

Should any environmental, engineering, or other similar standard or criteria specifically noted in this Agreement be exceeded by any local, State, or Federal standard, criteria or regulation, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria or regulation shall apply.

**7. CITY BOUNDARY MARKERS**

The Owner will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within 90 days of expiration of the 45-day referendum period. The Owner agrees that failure to comply with this provision will subject the Owner to payment of a fee to the City of Salisbury made payable prior to development plan approval of \$10,000.00 plus the cost for the City's surveyor to complete the work.

**8. DEVELOPMENT CONSIDERATIONS**

A. Costs and Fees: The Owner agrees that it will pay the costs of annexation to the City, including but not limited to the City's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the City's sole judgment, to the annexation, except that the Owner shall not be responsible for any costs incurred by the City in advertising related to the annexation. The Owner, having already paid one-tenth (1/10) of the application fee, agrees to make three additional application fee payments to reimburse the City for its costs related to the annexation. The first additional payment of \$1,000.00 shall be made within fourteen days of the City Council Public Hearing on this annexation. The second payment of \$10,750.00 shall be made prior to the issuance by the City of the first building permit for construction on the Property. The third payment, equaling the balance of the annexation fees owed to the City, shall be made within sixty days of the issuance by the City of the first use and occupancy permit for construction on the Property.

B. The Owner and City agree that the Property will be developed consistent with the regulations of the zoning district referenced in the Annexation Resolution and in conformance with the Preliminary Comprehensive Development Plan shown as Attachment B-1.

C. Contribution to Area Improvement: The Concept Development Plan shows a dedicated right-of-way for a future street connection to the parcel of land that adjoins the Property on its south side. The precise alignment will be determined upon the preparation of a subdivision plat for

the Property. The Owner shall clear and prepare the grade for the right-of-way of this street, contained within the Property, in its entirety except that the Owner shall not be required to clear or grade any part of the right-of-way which may encroach beyond a point 50 feet from the intermittent stream tributary to Beaverdam Creek or its associated non-tidal wetlands. The work shall adhere to City specifications and shall be done in accordance with a Public Works Agreement under direction of the City Department of Public Works. The work shall be completed at the same time as the other internal streets are installed. The Owner shall plat the right-of-way upon subdivision of the Property as a future inter-parcel street open to general traffic granting all necessary access and easement rights as may be needed for the eventual construction, installation of utilities, and public use of the street. The Owner shall maintain the right-of-way in its graded and cleared but unimproved state. Upon the eventual construction of the street, it shall be maintained in the same manner as the Property's other streets are to be maintained. The City of Salisbury is not and will not be responsible for the costs of installing this inter-parcel connecting street.

D. Re-investment in Existing Neighborhoods: The Owner agrees to pay a development assessment to the City on a per lot basis according to the schedule shown below. These development assessments are understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and which development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County or the City, and any assessments that may be required to be paid elsewhere in this Agreement. The Owner agrees to pay the assessments set forth in this paragraph for each lot listed below prior to the issuance of a building permit appurtenant to the lot.

Schedule of Contributions

Lot	Assessment Amount
Lot 1	\$16,800.00
Lot 2	\$13,000.00
Lot 3	\$5,500.00
Lot 4	\$20,000.00
Lot 5	\$40,000.00
Lot 6	\$12,400.00

E. Contribution to Housing Affordability-Workforce/Affordable Housing: The Owner agrees to pay a development assessment to the City on a per lot basis according to the schedule shown below. The development assessment is understood by the parties to be intended for use by the City in meeting workforce/affordable housing needs in the City of Salisbury and promoting the implementation of a workforce housing program. The Owner agrees to pay the assessments set forth in this paragraph for each lot listed below prior to the issuance of a building permit appurtenant to the lot.



### Schedule of Contributions

Lot	Assessment Amount
Lot 1	\$4,200.00
Lot 2	\$9,750.00
Lot 3	\$4,125.00
Lot 4	\$15,300.00
Lot 5	\$30,000.00
Lot 6	\$9,300.00

F. Escalation of Development Assessments: The per lot assessments set forth in paragraphs E D and F E are subject to adjustment to reflect inflation. Beginning January 1, 2014 the assessment shall be adjusted for inflation and this adjustment shall take place annually thereafter on the first day of January, for any assessment that remains unpaid. The assessment shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics.

G. The Owner will achieve 100 percent of the LEED Certification Level points for each new building on the Property in accord with Version 3.0 LEED for New Construction as outlined by the U.S. Green Building Council. For each building, the Owner's LEED certified architect shall make two written determinations. The first shall be provided as part of the building permit application at the time a building permit is applied for attesting that the building plans comply with the aforementioned LEED standard. The second will be provided following construction but before the City issues a use and occupancy permit or certificate attesting that the actual construction has complied with the aforementioned LEED standard. Items specifically required include:

- The HVAC systems in the buildings shall be high-efficiency units. Air conditioning compressors will be 17 SEER, minimum; unless and until higher federal, state, or local standards are required.
- Water-saving plumbing fixtures shall be used in all buildings on the Property. Motion sensor faucets and flush valves shall be used in office, retail and restaurant buildings.
- Building finish materials that have high recycled content shall be selected where possible. Low VOC (Volatile Organic Compound) paints and finishes shall be used in the hotels and the office buildings.
- Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.

H. The Owner shall design and construct at the Owner's expense, a public sanitary gravity main that will extend from the Wor-Wic Sewage Pump Station to serve the Property. This project shall be installed and constructed to the standards and specifications of the City Department of Public Works and according to a Public Works Agreement. Further, as provided in the 2003 Pre Annexation Agreement between the Owner and the City, the Owner shall pay fees to the City of

Salisbury for the costs associated with providing water and sewer service to the Property, when water and sewer service is requested by the Owner.

I. The Owner agrees to install a public transit stop and bus shelter on the site, location to be determined at time of Planning Commission development plan review and approval.

J. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

**9. RECORD PLAT:**

The Owner will provide the City with a copy of the final record plat for the development of the Property.

**10. MISCELLANEOUS:**

A. The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by the Mayor and City Council of the City of Salisbury and shall be void in the event the City fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

D. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the City pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Owner without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Owner shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

**IF TO THE CITY:**

John Pick, City Administrator  
125 North Division Street  
Salisbury, Maryland 21801

**WITH A COPY TO:**

S. Mark Tilghman, City Attorney  
Seidel, Baker & Tilghman  
110 N. Division Street  
Salisbury, Maryland 21803

**IF TO THE OWNER:**

Irene E. Moore, Personal Representative of  
the Estate of Florence Moore  
6602 Walston Switch Road  
Salisbury, Maryland 21804

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

WITNESS:

THE CITY OF SALISBURY, MARYLAND

By: \_\_\_\_\_

WITNESS/ATTEST:

OWNER:

IRENE E. MOORE,  
PERSONAL REPRESENTATIVE OF THE  
ESTATE OF FLORENCE MOORE

Maeris R. Barrian

By: Irene E Moore P.R.

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_, City Attorney

STATE OF MARYLAND  
COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public in and for the State aforesaid, personally appeared \_\_\_\_\_ who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the City of Salisbury, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public (SEAL)

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

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of JUNE, 2013, before me, a Notary Public in and for the State aforesaid, personally appeared Irene E. Moore, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged herself to be the Personal Representative of the Estate of Florence Moore, and that, being duly authorized so to do, she executed the foregoing instrument for the purposes therein contained, by signing her name as Personal Representative of the Estate.

WITNESS my hand and notarial seal.

*Autumn Burns* (SEAL)  
Notary Public

My Commission Expires: 8/4/2013

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
\_\_\_\_\_, City Attorney



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

## MEMORANDUM

**To:** City Council

**From:** Mayor Jake Day

**Re:** Establishment of the Truth, Racial Unity, Transformation & Healing Advisory Committee

**Date:** January 13, 2022

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January 18, 2022 is not only the first day that we will gather following the 35<sup>th</sup> observation of Martin Luther King, Jr. Day. It is also the National Day of Racial Healing. I can think of no more appropriate day to recognize – as the State of Maryland along with cities and counties from across America have – the need for thoughtful, dedicated members of our community to analyze the impact of injustices of the past that undoubtedly linger in our present, and propose ways to heal, resolve, respond, transform and unite as a diverse community moving forward together. Please find the attached resolution for consideration.

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

**A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TO  
ESTABLISH A “TRUTH, RACIAL UNITY, TRANSFORMATION & HEALING  
(TRUTH) ADVISORY COMMITTEE.”**

**WHEREAS**, The City of Salisbury, Maryland is a dynamic, multiracial and multicultural city that remains committed to embracing racial and cultural diversity. As a minority-majority city, the City of Salisbury seeks to solicit feedback from community stakeholders in an effort to become a more welcoming place that all are proud to call home; and

**WHEREAS**, The Mayor and City Council recognize that, in the words of Martin Luther King, Jr, “Injustice anywhere is a threat to justice everywhere,” and the Mayor and Council stand resolute in their resolve to mitigate disparities and work to resolve past and present systemic injustices that threaten the fabric of our society; and

**WHEREAS**, The City of Salisbury has set goals to achieve racial equity and equality to work toward healing the wounds borne of past and present oppressive structures and to embrace human dignity for all as the foundation to achieve a more perfect union; and

**WHEREAS**, the City seeks to establish the City of Salisbury Truth, Racial Unity, Transformation, and Healing Advisory Committee that will provide recommendations to the Mayor concerning ways by which the City may further its mission of welcoming and embracing Diversity, Equity & Inclusion by continuing to create a more just and equitable community; and

**WHEREAS**, the Maryland General Assembly enacted and Governor Larry Hogan signed into law the establishment of the Maryland Truth and Reconciliation Commission in 2019.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND** that the City of Salisbury Truth, Racial Unity, Transformation & Healing Advisory Committee is hereby established and will abide by the following By- Laws:

**By-Laws of the City of Salisbury Truth, Racial Healing, and Transformation Advisory  
Committee**

**Section 1.** Membership

- a. The Truth, Racial Healing, and Transformation Advisory Committee ("the Committee") shall consist of thirteen (13) members. The Members shall be authorized and appointed by the Mayor and approved by the Council. The membership shall include at least seven (7) representatives of racial or national minorities; at least two (2) representatives from the LGBTQ+ community; and at least two (2) members of local religious organizations. Members shall serve staggered terms of four (4) years; seven (7) members will serve four (4) year terms beginning and ending in even years, and six (6) members will serve four (4) year terms beginning and ending in odd years.

If a member resigns from the committee in the middle of a term, their replacement will serve the remaining length of the resigning member's term.

- b. The Committee will meet at least six (6) times a year.
- c. At the first meeting a Chair and Vice Chair will be nominated and elected. The Chairperson shall preside at all meetings and work with the City staff member assigned to support this committee with setting the agenda. The Vice Chairperson shall preside over the meetings in the event that the Chairperson is absent.
- d. For any and all formal recommendations made by the Committee to the Mayor, a quorum must be present. A quorum shall be at least 51% of those members appointed.
- e. Members shall make every effort to attend all meetings. In the event that a member is absent from three meetings in any calendar year without either a pre-arranged excuse or an emergency, they may be recommended to the Mayor for removal.

## **Section 2.** Purpose

- a. To advise the Mayor of perceived and realized racial injustices and systemic racism extant throughout the City.
- b. To offer policy recommendations to the Mayor relating to actions that the Administration may take in pursuit of racial healing, and to offer recommendations that the Mayor may convey to other government bodies throughout Wicomico County and the State of Maryland.
- c. To recommend TRUTH community engagement strategies to the Mayor for consideration.
- d. To advise the Mayor on forming partnerships with cultural and historic institutions to establish a digital Archive for Cultural and Racial Healing that will document and preserve our journey through the Racial Healing and Transformation process.
- e. To identify and work with community stakeholders to identify opportunities to create a more inclusive and diverse community that embraces our common humanity.

## **Section 3.** Definitions: For purposes of this resolution:

- a. The term "truth" refers to forensic truth, personal truth and narrative truth. Forensic truth on what happened needs to be made available in the archives as open data and information, including testimonies of individuals and communities harmed by historical and systemic racism, in areas such as discrimination and disparity in law enforcement, access to education, access to health, access to housing, labor rights, access to financing and others. By creating space for personal truths to be told, we can better shape the nation's understanding of itself and develop a new narrative that is inclusive and embraces human dignity and equal value of all.



- b. The term “racial unity/healing” means to enable sustainable interpersonal and intercommunal healing. Racial healing mends the wounds of the past to build mutually respectful relationships across racial and ethnic lines that honor and value each person’s humanity; thus rebuilding trusting intergenerational and diverse community relationships that better reflect our common humanity and the founding principles of this nation.
- c. The term “transformation” means the institutional, societal and cultural reforms, policies, remedies, and preventative measures needed to overcome the legacy of historical and systemic racism, inclusion of all groups in just and fair ways in shaping our collective future in order to create a society based on racial equity.
- d. The term “Truth, Racial Unity, Transformation & Healing” means comprehensive, local and community-based approaches to effectuate and bring about transformational remedies and sustainable racial equity, including meaningful redress for the lasting and latent effects of historic and contemporary racism.

The term “TRUTH narrative change” means how the people of this country collectively view themselves, each other, past and present building on testimonies, hearings, publications, educational programs, cultural and artistic activities, public campaigns and cultural transmissions aimed to 1) foster empathy with the individuals and communities harmed by historical and systemic racism, and 2) properly acknowledge community experiences, strengthening of their rights, honoring their resilience, and encouraging change. The process of receiving and using testimony must be respectful, inclusive, safe and culturally appropriate.

- f. “Truth, Racial Unity, Transformation & Healing community engagement” practices which means that consultations, design and implementation processes are: 1) implemented with individuals and communities affected by historical and systemic racism at the center of the process, 2) community engagement informs the design and implementation narrative change, racial healing, and the racial equity policies and programs, and 3) community engagement partners include but are not limited to community organizations, faith-based organizations, law enforcement, education and health programs, housing and labor rights groups, civic groups, media and entertainment, financing, artists and arts organizations, and others.

#### **Section 4.** City Council Liaison

One member of the City Council shall act as liaison to the Committee and regularly attend meetings. They shall report to the full City Council on any recommendations made by the Committee and any other pertinent information.

#### **Section 5.** City Staff Liaison

One member of the Mayor' s Office shall act as liaison to the Committee and regularly attend meetings. They shall report to the Mayor on any recommendations made by the Committee and any other pertinent information.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 18<sup>th</sup> day of January, 2022 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 \_\_\_\_\_, 2022.

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

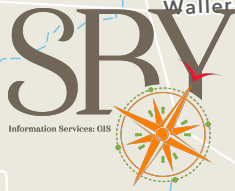
## MEMORANDUM

**To:** City Council Members  
**From:** John O'Brien, Assistant Director of Information Services: GIS  
**Date:** January 11, 2022  
**Re:** Redistricting (2020 Census)

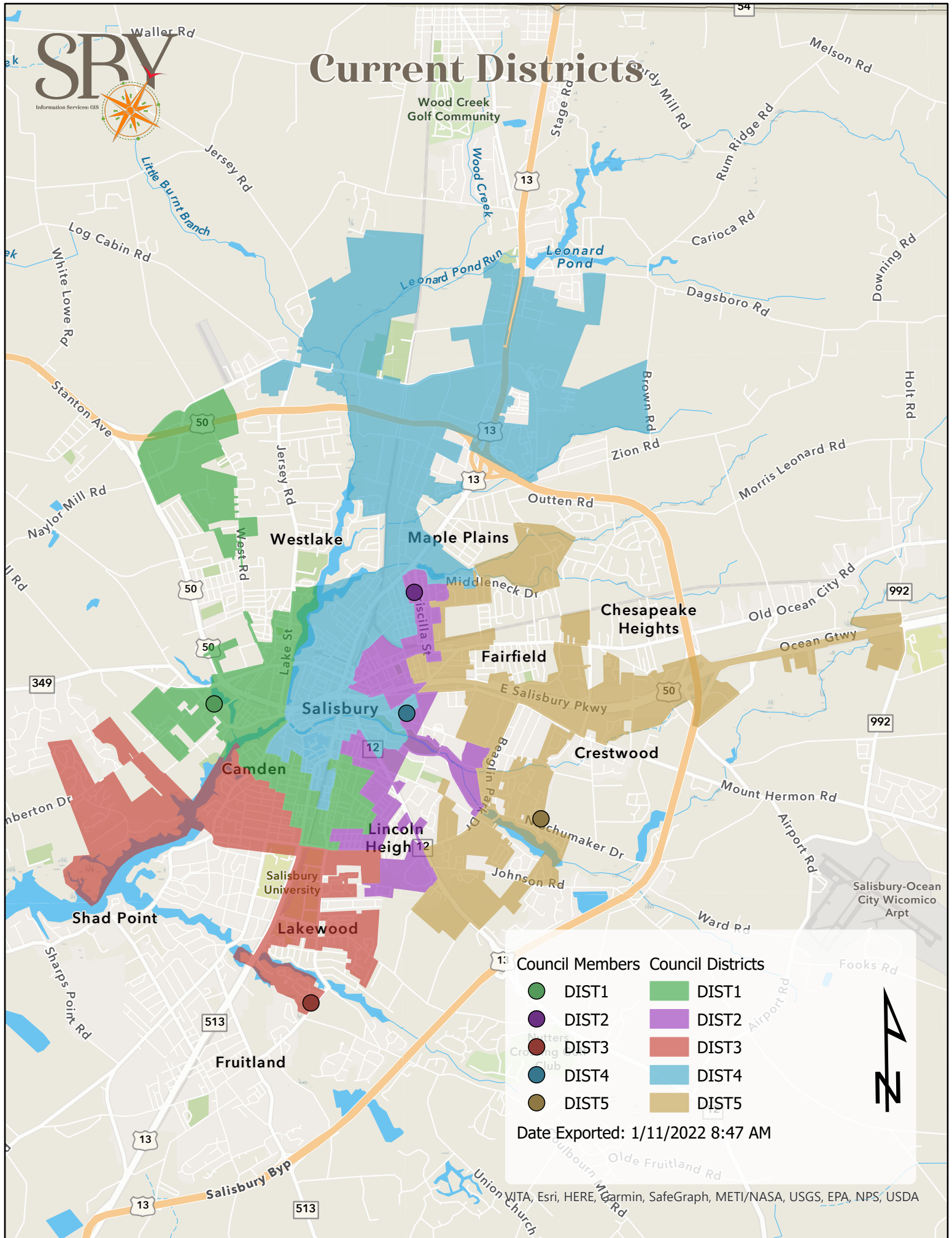
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Due to the 2020 Census, we have the opportunity to adjust our council district boundaries to ensure proper apportionment of the city's population within those district boundaries. While this is not required of us, it is considered best practice to do so. Per the Maryland Constitution (Article III – Section 4) “Each legislative district shall consist of adjoining territory, be compact in form, and of substantially equal population. Due regard shall be given to natural boundaries and the boundaries of political subdivisions”. Based on the Maryland Constitution and guidance from the National Conference of State Legislatures (NCSL). We used the following principles to guide our analysis and the recommendation for the proposed council districts. Proportionality (+/- 5% deviation for each district), Compactness, Contiguous and Preserve political subdivisions. Redistricting will require a City Charter Amendment to establish these new district boundaries.











Please find attached current and proposed for the following. District Maps, Population Charts, Comparison of Residential Addresses per District, Racial Demographics, State Tax Assessment Property values per District, Registered Voter and Over 18 Population per District and WCBOE Students and Under 18 Population per District. Additionally please find attached a proposed redistricting timeline and steps required for this redistricting process.



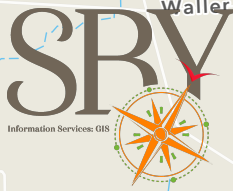
# Current Districts



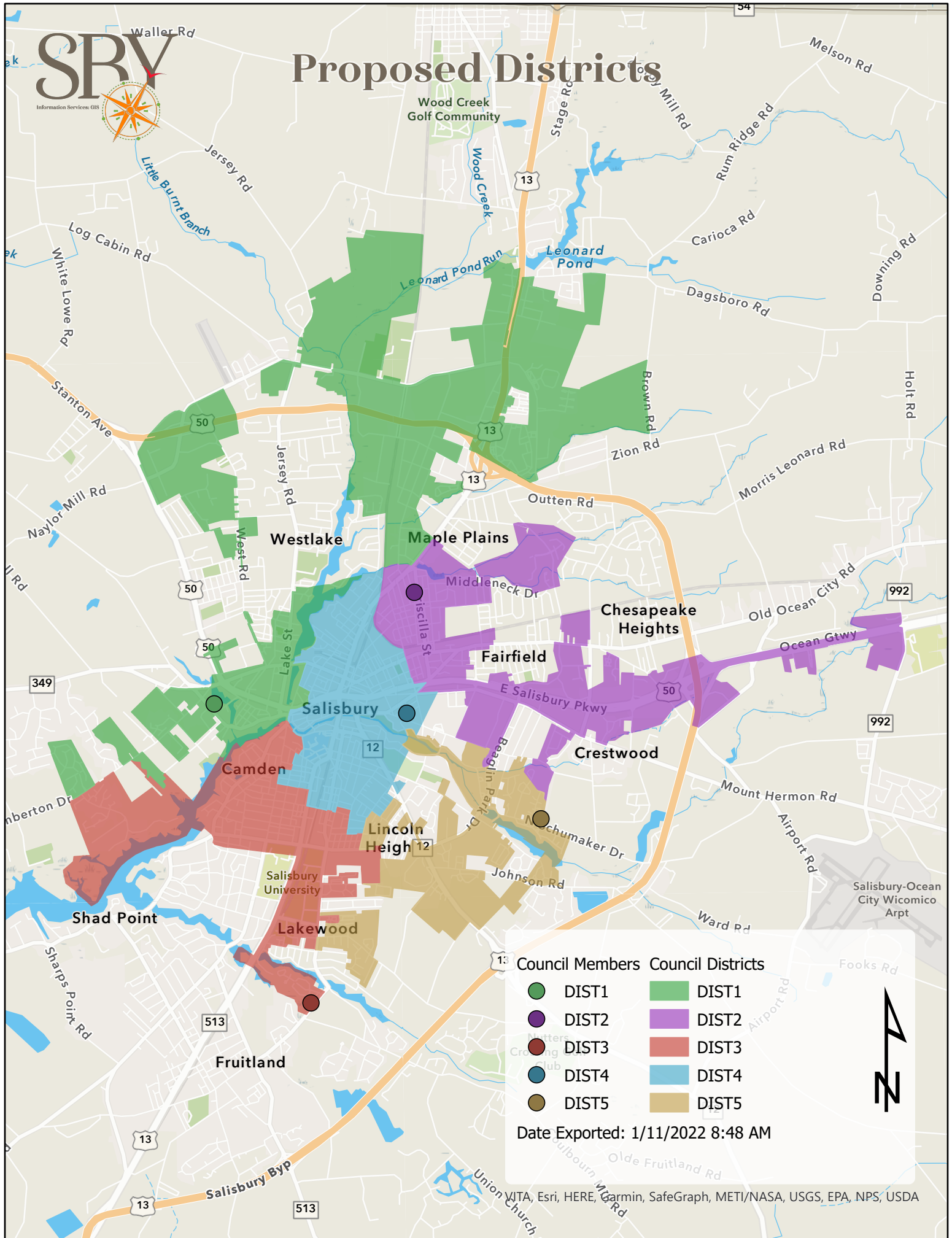
## Council Members Council Districts

- |   |   |
|---|---|
|  DIST1 |  DIST1 |
|  DIST2 |  DIST2 |
|  DIST3 |  DIST3 |
|  DIST4 |  DIST4 |
|  DIST5 |  DIST5 |

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# Proposed Districts



**Council Members**

- DIST1
- DIST2
- DIST3
- DIST4
- DIST5

**Council Districts**

- DIST1
- DIST2
- DIST3
- DIST4
- DIST5

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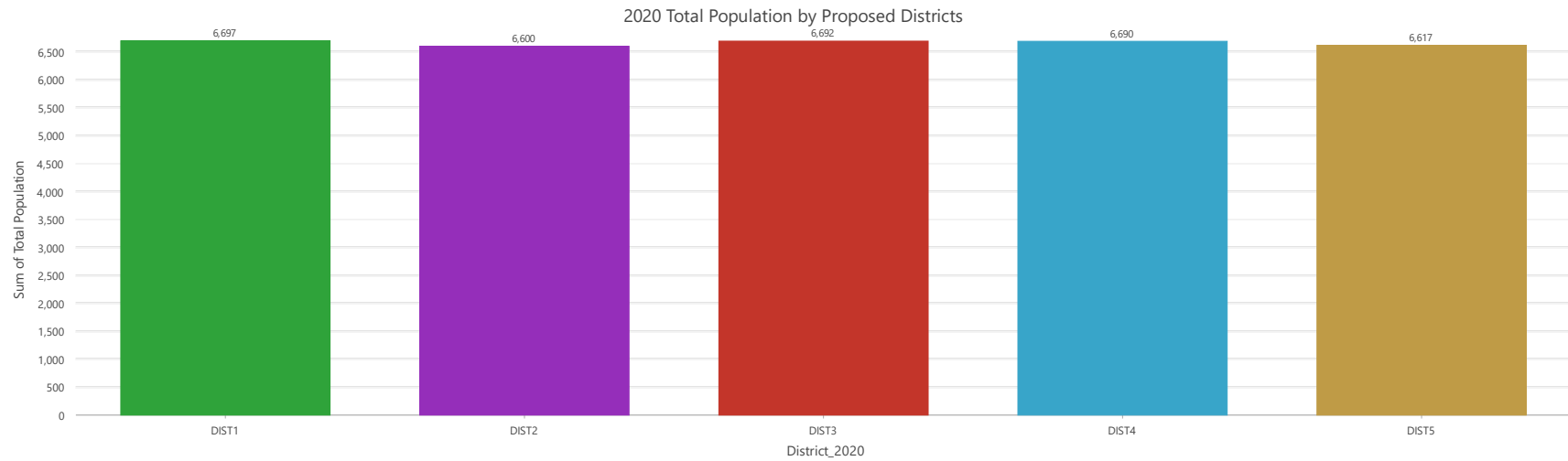
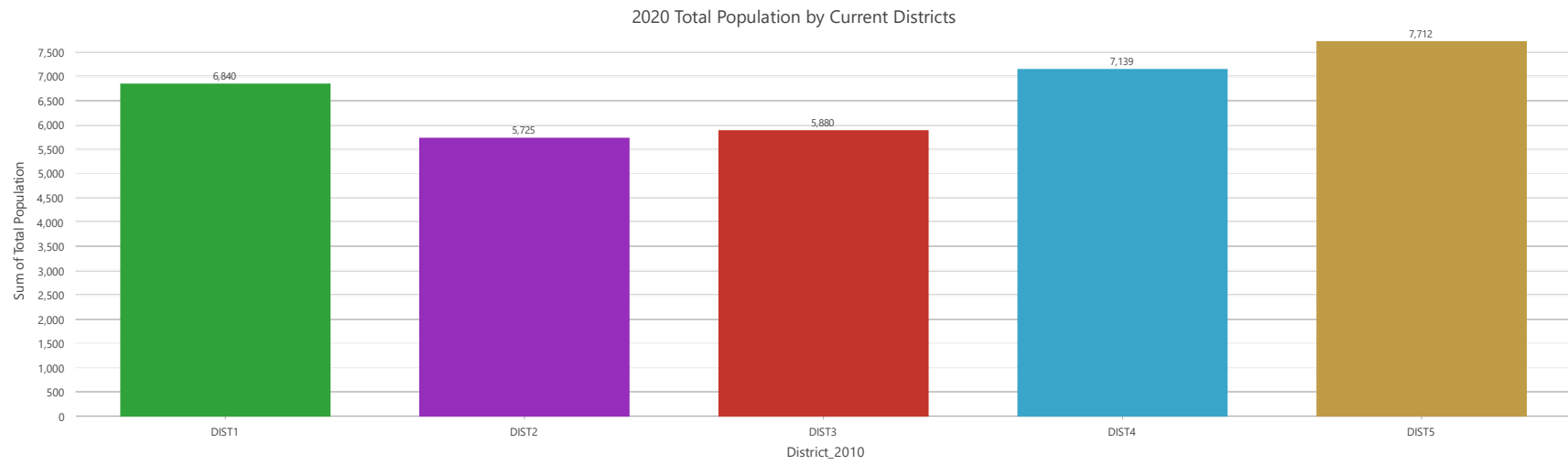
## 2020 Census Redistricting Timeline

*Revised 01/11/2022*

*Next Municipal Election is November 2023*

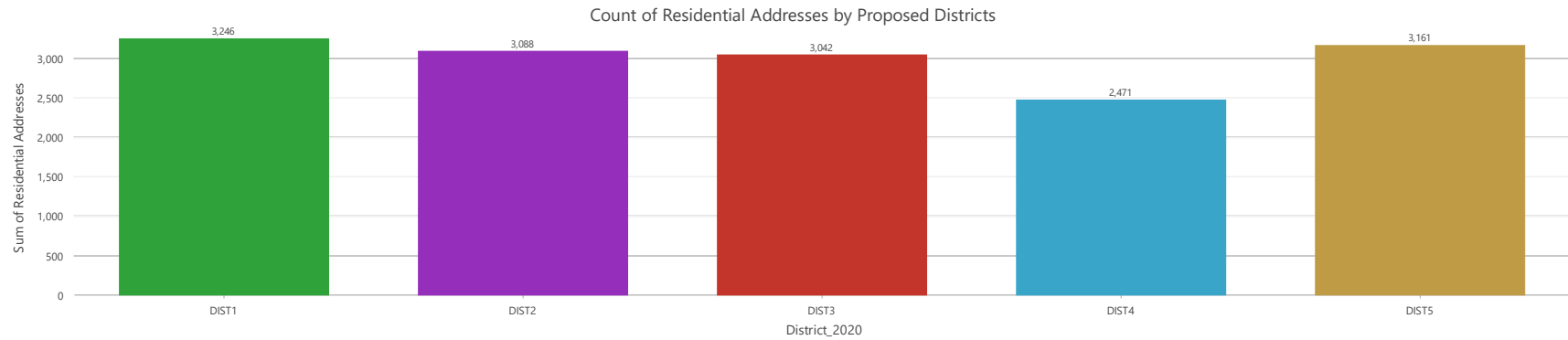
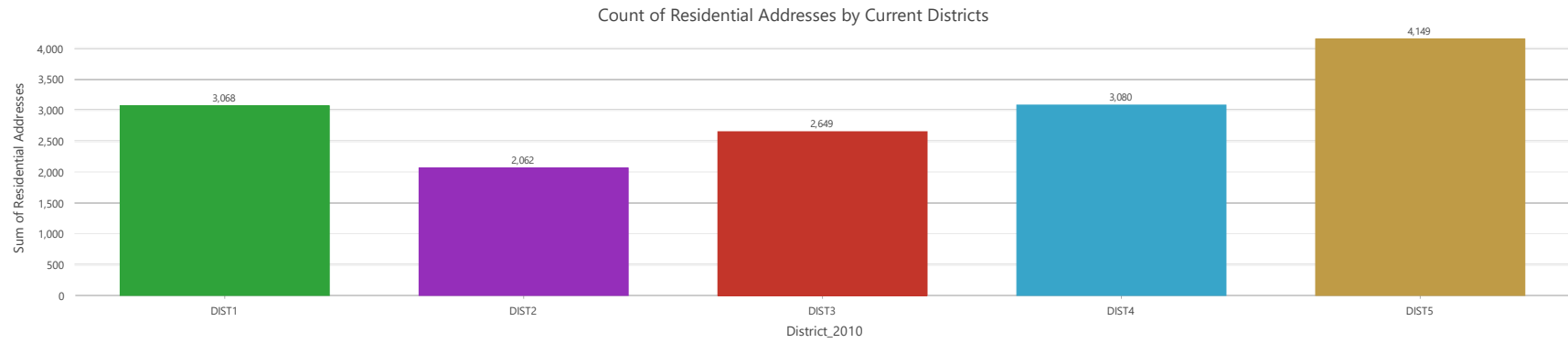
Action/Step	Group	Estimated Time	Date(s) Estimated	Date(s) Occurred	Comment	Status
Receive 2020 Census Data	Info Services	TBD by Census Bureau		10/18/21		Complete
Initial Review & Analysis of 2020 Census data	Info Services	14 Days		10/18/21 - 10/25/21		Complete
Administration Review of Analysis	Executive Group	14 Days		12/3/21		Completed
Adjustment(s)	Info Services	14 Days		12/3/21-12/7/21		Completed
Mayor Presents to Council Members	Executive Group	14 Days		12/7/21 – 01/07/22		Completed
Council Work Session Presentation	City Council	1 Day		01/18/22		
Council Review	City Council	30 Days	02/15/22			
Adjustment(s)	Info Services: GIS	14 Days	03/01/22			
Press Release	PIO	NA				
Public Comment Period	Public	30 Days	03/30/22		At least 1 public forum/meeting	
Joint Work Session & Review	Executive Group & City Council	14 Days	04/06/22		Decisions or Adjustments based on Public Comment	
Adjustment(s)	Info Services	14 Days	04/20/22			
City Council Meeting/Vote	City Council	1 Day	04/29/22		Charter Amendment Resolution	
Waiting Period	NA	50 Days	06/18/22			
Charter Amendment Effective	NA	51st Day	07/19/22			
Public Release	PIO	NA	06/24/22			
Submit to State	City Clerk	NA	06/24/22			

## Comparison of Total Population metrics by Current and Proposed Council Districts



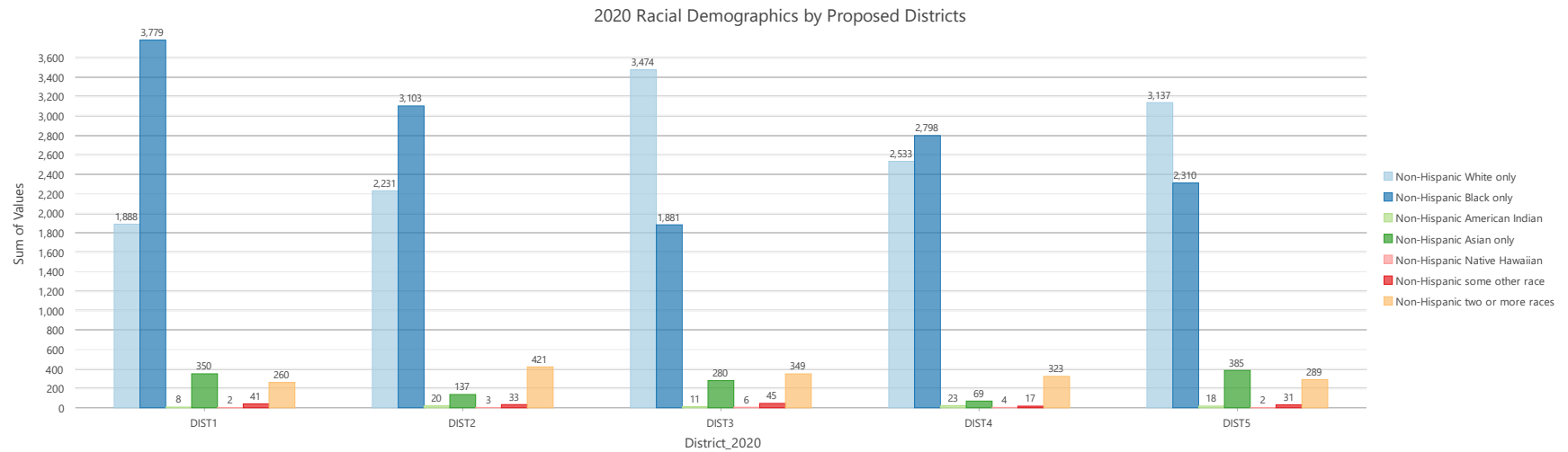
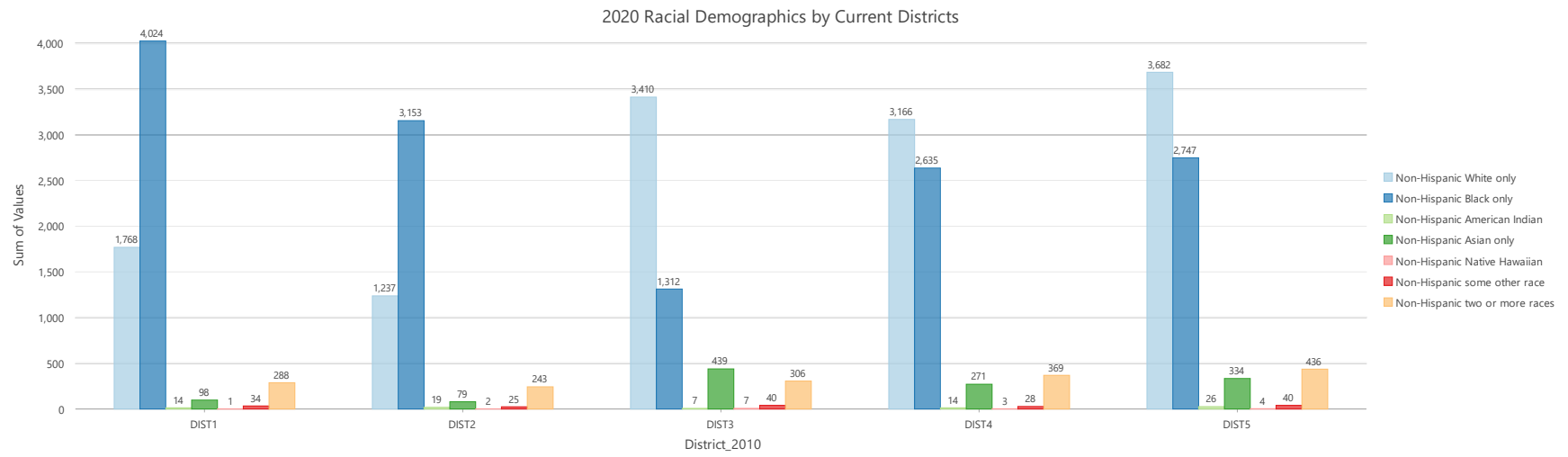


## Comparison of Residential Addresses by Current and Proposed Council Districts

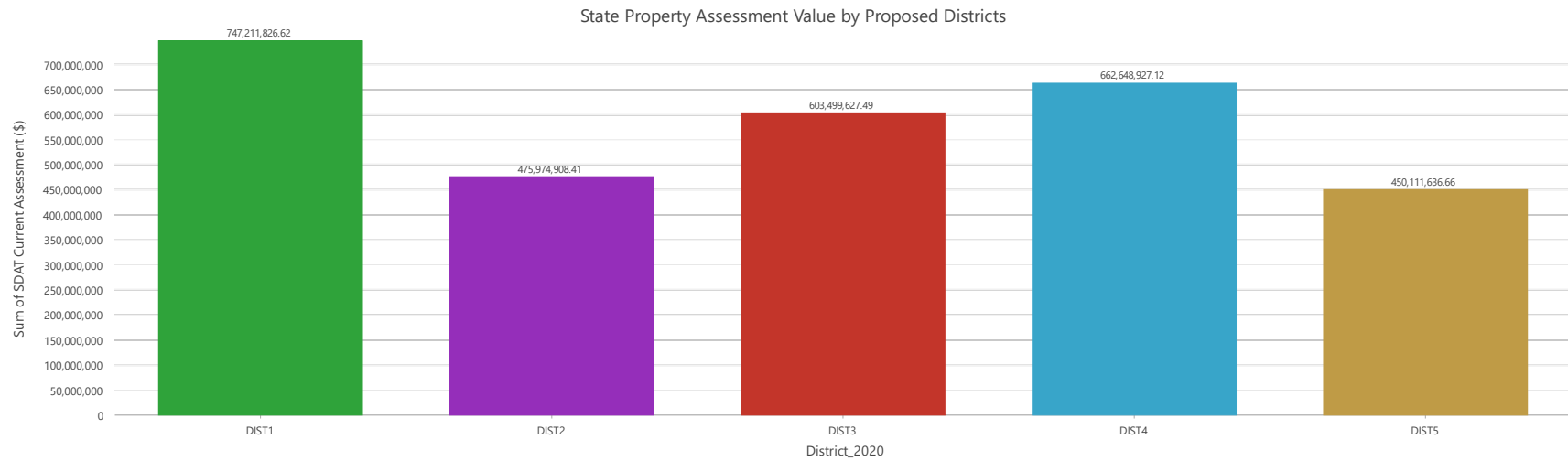
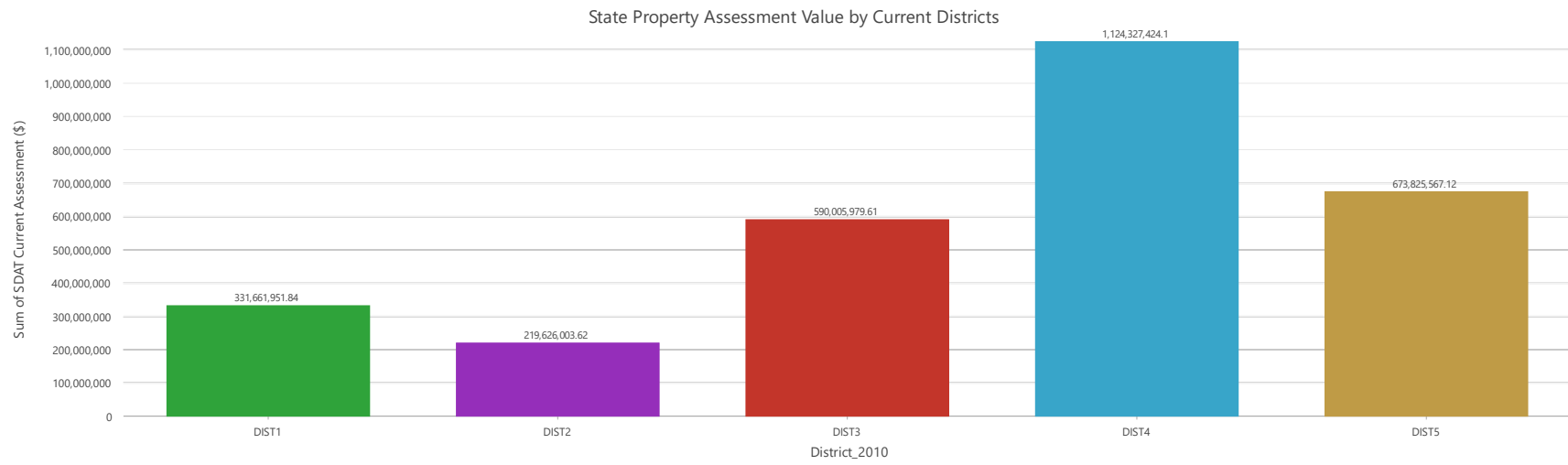




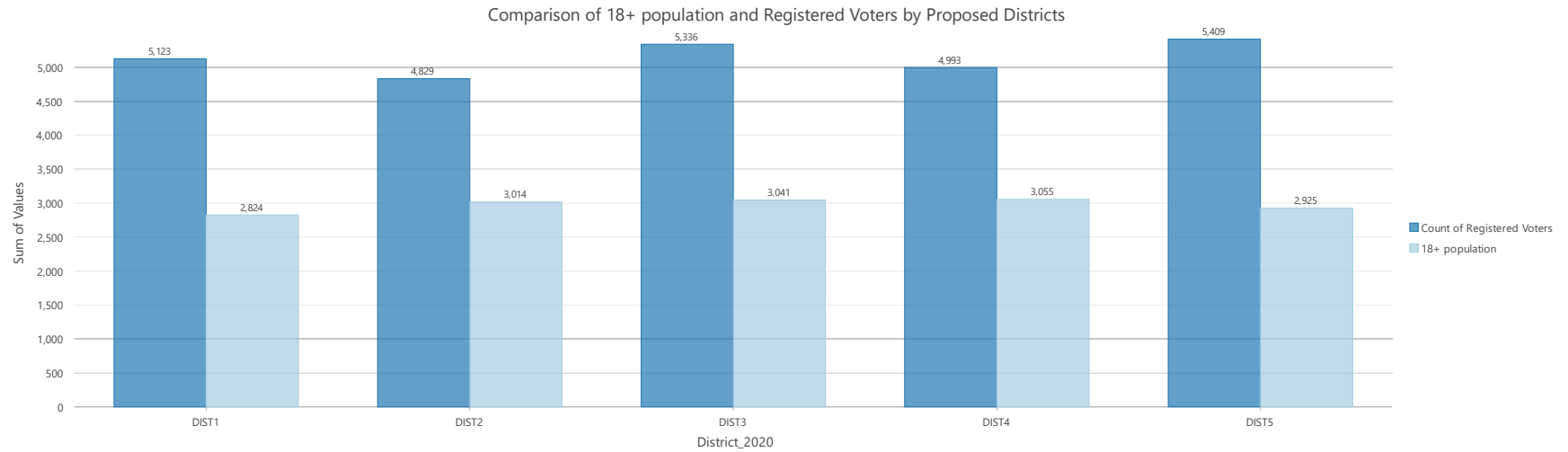
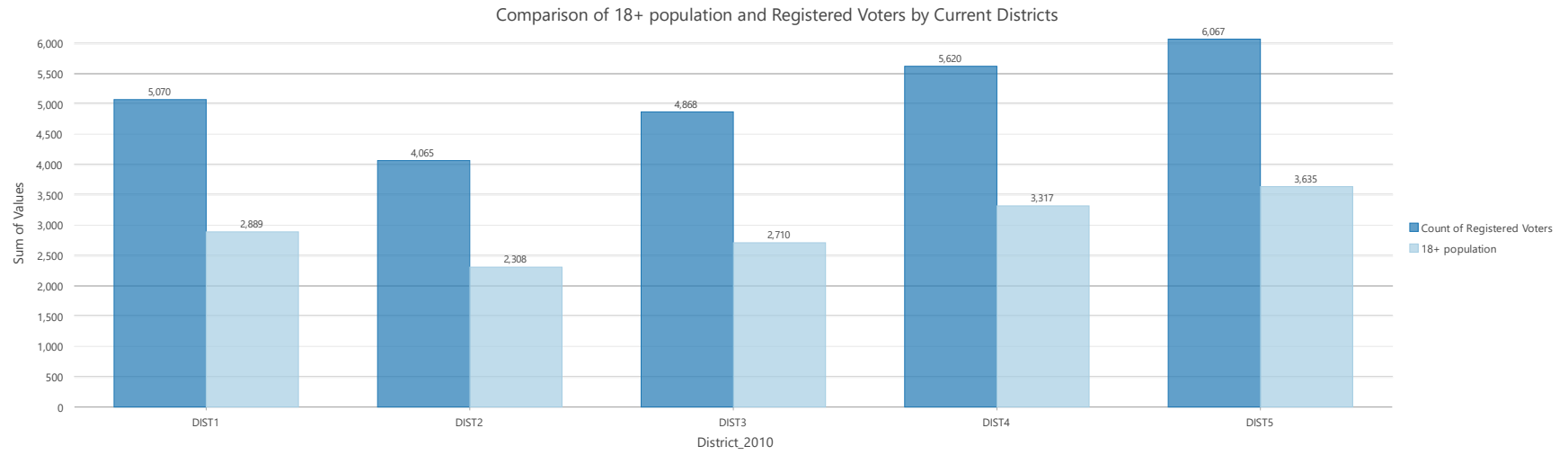
## Comparison of Racial Demographics by Current and Proposes Council Districts



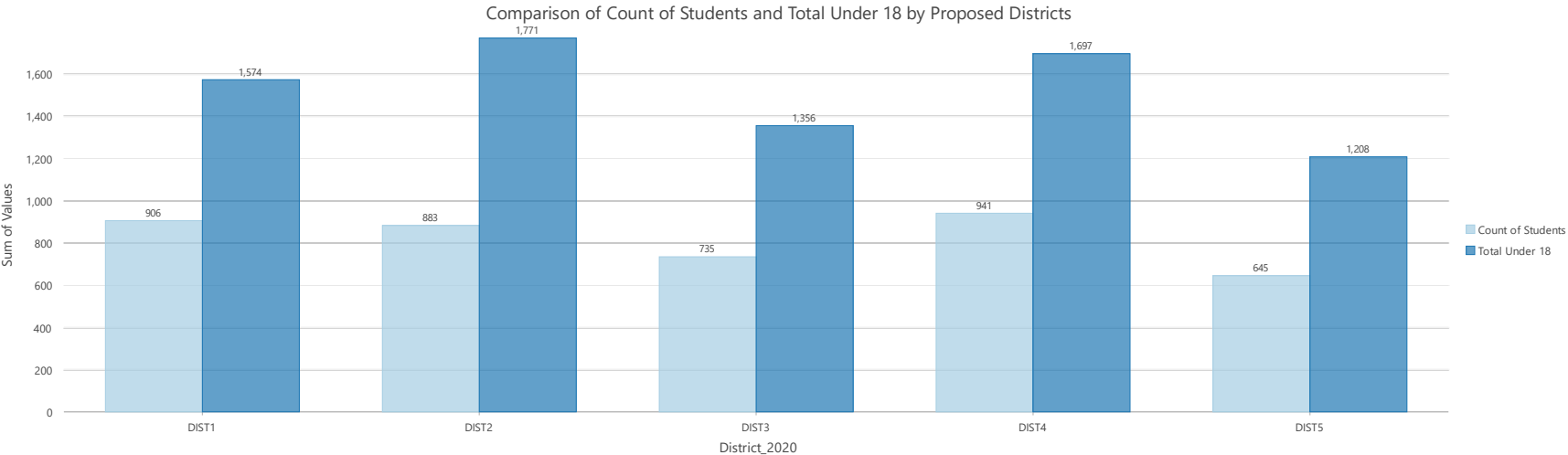
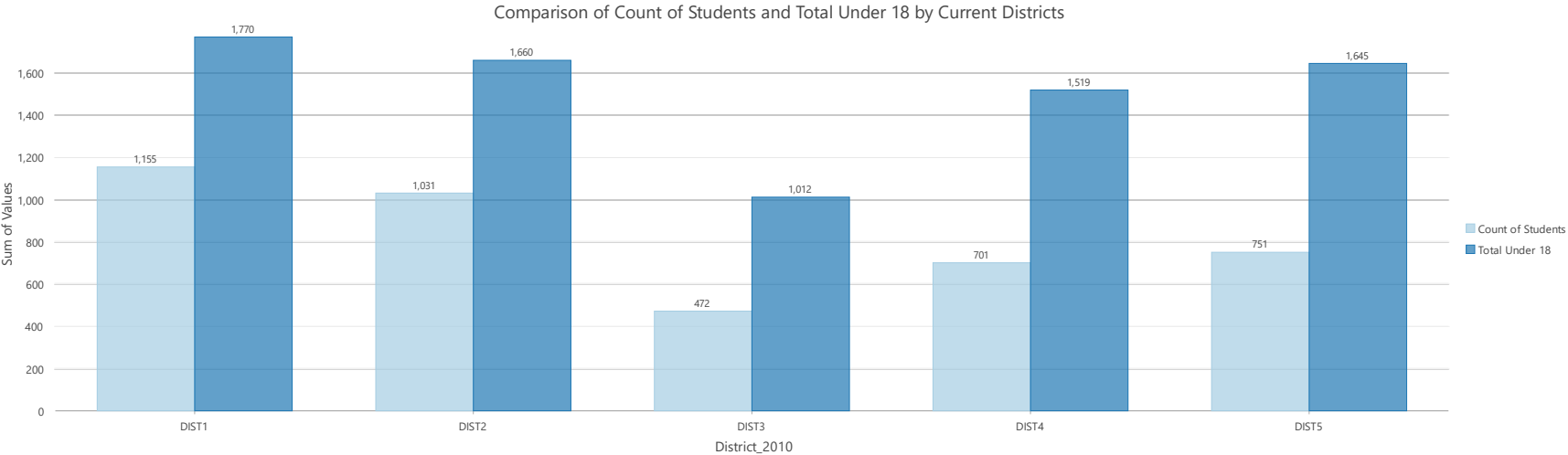
## Comparison of State Tax Assessment Property Values by Current and Proposed Council Districts



## Registered voters and Over 18 Population Comparison by Current and Proposed Council Districts



WCBOE Students and Under 18 Pop Comparison by Current and Proposed Council Districts





## MEMORANDUM

**TO:** City Council  
**FROM:** Kim Nichols, City Clerk  
**SUBJECT:** Charter Amendment creating Election Districts  
**DATE:** January 12, 2022

Voting districts are considered following the release of population and demographic figures from each US Census. Districts are drawn in compliance with the Voting Rights Act. In drawing district lines, the City must consider a number of factors, such as compactness, contiguity, respect for “communities of interest” and others.

A two-district system began in Salisbury as a result of a Consent Order issued by the US District Court in 1987. It was later modified when the City Council approved Charter Resolution No. 2170 on June 11, 2012. That resolution:

- Eliminated staggered elections in the City of Salisbury such that in November 2015 all (5) Councilmembers and the Mayor shall be elected at the same time for four-years terms
- Provided for the election of the Mayor for a term to run until November 2015
- Enlarged Election District 1 and provided for the election of one (1) Councilmember from that district for a term to run until November 2015
- Reduced Election District 2 and provided for the election of one (1) Councilmember from that district for a term to run until November 2015
- Provided that as of the General Election of November 2015 District 1 shall further increase in area and District 2 shall further decrease in area such that two (2) Councilmembers shall be elected from District 1 and three (3) Councilmembers elected from District 2

In 2014, Council passed Resolution No. 2443 (attached) which created the five current election districts with one Council rep from each district.

### **Charter Amendments**

Prior to the City Council’s adoption of a Charter Amendment, Article XXI of Charter Section SC21-2 requires a public hearing be held. Notice of the hearing shall be printed in a newspaper of general circulation in the municipality and posted at some public place in advance of the public hearing and prior to a vote by Council. See attached Resolution No. 2333.



§ SC21-2. - Amendment of Charter.

Amendments to the Charter shall be proposed and enacted in accordance with § 4-301 et seq. of the Local Government Article of the Annotated Code of Maryland as the same shall be amended from time to time. In addition to the requirements set forth therein, resolutions introduced by the Council to change the Charter of the City of Salisbury shall require a public hearing. Notice of the hearing shall be printed in a newspaper of general circulation in the City of Salisbury and posted at some public place in the City of Salisbury in advance of the public hearing and prior to a vote by the Council on the Resolution.

After Council passes the Charter Amendment, the Local Government Article of the Annotated Code of Maryland requires the City to:

- (1) post an exact copy of the resolution in the GOB for 40 days after the adoption
- (2) publish a fair summary of the proposed amendment in a newspaper of general circulation in the municipality at least four times, at weekly intervals, and within the 40 days after the resolution is adopted

Charter Amendments become effective 50 days after date of adoption.

**RESOLUTION NO. 2443**  
**CHARTER AMENDMENT**

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, AMENDING THE CITY OF SALISBURY CHARTER SECTIONS SC1-20 (ARTICLE I INCORPORATION AND GENERAL GOVERNMENT); SC2-2 (ARTICLE II THE COUNCIL); AND SC6-15 (ARTICLE VI ELECTIONS) FOR THE FOLLOWING REASONS: TO CREATE FIVE (5) NEW ELECTION DISTRICTS TO REPLACE THE EXISTING TWO (2) ELECTION DISTRICTS; AND TO PROVIDE THAT AS OF THE GENERAL ELECTION OF NOVEMBER 2015 ONE (1) COUNCILMEMBER SHALL BE ELECTED FROM EACH DISTRICT.

WHEREAS, Section SC1-20 of the City of Salisbury Charter establishes District 1 and District 2 for electing members of the City Council, provides that beginning with the November 2105 election, two (2) Councilmember shall be elected from District 1 and three (3) Councilmembers shall be elected from District 2, and provides for the subsequent amendment of the boundaries of each district by ordinance; and

WHEREAS, the districts of the City of Salisbury were initially established in 1987 pursuant to a court order in which it was agreed that the at-large electoral system previously utilized in the city violated Section 2 of the Voting Rights Act; and

WHEREAS, that order contemplates the need for future changes in the electoral system if circumstances change and allows changes in the district boundaries to reflect population changes but requires the approval of the Court to amend the number of Councilmembers allocated to each district; and

WHEREAS, the Council has determined that the boundaries of those districts must again be revised pursuant to the 2010 Census; and

WHEREAS, beginning with the election of November 2015, the City Council has determined that it is in the best interest of the citizens of Salisbury to create five (5) new Council Districts to

replace the existing two (2) Council Districts, pursuant to the 2010 Census, and to elect one (1) Councilmember from each district; and

WHEREAS, beginning with the General Election in 2015, the Mayor and all five (5) Councilmembers shall be elected on the first Tuesday of November 2015 and shall hold office for a term of four (4) years or until their successors are duly elected and qualified; and

WHEREAS, to achieve these ends, it is necessary to amend Sections SC1-20, SC2-2, and SC6-15 of the City of Salisbury Charter.

NOW, THEREFORE, BE IT RESOLVED that the Salisbury City Council deems it to be in the best interest of the citizens of Salisbury to create five (5) new election districts beginning with the November 2015 election, and to establish the area of District 1, District 2, District 3, District 4 and District 5, with one (1) Councilmember elected from each District, the City of Salisbury Charter is hereby amended as follows:

## ARTICLE I

### Incorporation and General Government

#### § SC1-20. Districts

The City shall be divided into District 1, ~~[and] District 2, District 3, District 4, and District 5~~ for electing the members of the City Council. The voters in each District ~~[4]~~ shall nominate and elect one (1) Councilmember on the first Tuesday of ~~[April 2013]~~ November, ~~[and]~~ beginning on the first Tuesday of November 2015, ~~shall nominate and elect two (2) Councilmembers; the voters in District 2 shall nominate and elect four (4) Councilmembers, one (1) of whom shall stand for election on the first Tuesday of April 2013 (the other three (3) having previously been elected), and, beginning on the first Tuesday of November 2015, the voters in District 2 shall nominate and elect three (3) Councilmembers].~~



Beginning with the election on the first Tuesday of ~~[April 2013]~~November 2015, the boundaries of Districts 1, ~~[and ]~~2, 3, 4, and 5 shall be those boundaries ~~[which existed on the first Tuesday of April 2011 with the following additions and deletions: See ]~~ as set forth below:

~~[Phase I—2013~~

~~The following described parcel of land shall be transferred from Council District Two to be made part of Council District One:~~

~~Being all that part and parcel~~

~~Beginning at a point on the centerline of West Isabella Street; approximately 300 feet, more or less east of the intersection of Lake Street and Isabella Street; on a bridge that spans the center of the North Prong of the Wicomico River; said point also lying on the easterly boundary of City Council District 1;~~

~~Thence in an easterly direction by and with the centerline of West Isabella Street until it intersects the centerline of Mill Street;~~

~~Thence in a southerly direction, by and with the centerline of Mill Street until it intersects the centerline of West Chestnut Street;~~

~~Thence in an easterly direction by and with the centerline of West Chestnut Street until it intersects the centerline of North Division Street;~~

~~Thence in a northerly direction, by and with the centerline of North Division Street approximately 78 feet to the intersection of the centerline of East Chestnut Street;~~

~~Thence in an easterly direction by and with the centerline of East Chestnut Street until it intersects the centerline of Poplar Hill Avenue;~~

~~Thence in a southerly direction by and with the centerline of Poplar Hill Avenue approximately 100 feet until it intersects with the centerline of Broad Street;~~

~~Thence in an easterly direction by and with the centerline of Broad Street until it intersects with US Rt. 13 (also known as North Salisbury Boulevard);~~

~~Thence in a northerly direction by and with the centerline of the southbound lane of US Rt. 13 until it intersects with the centerline of East William Street;~~

~~Thence in an easterly direction by and with the centerline of East William Street until it intersects with the centerline of East Church Street;~~

~~Thence in an easterly direction by and with the centerline of East Church Street until it intersects with the centerline of the railroad track;~~

~~Thence in a southerly direction by and with the centerline of the railroad track until it intersects the centerline of East Main Street;~~

~~Thence in an easterly direction by and with the centerline of East Main Street until it intersects with Maryland Rt. 12 (also known as Snow Hill Road);~~

~~Thence in a southerly direction by and with the centerline of Snow Hill Road until it intersects with the centerline of East Locust Street at a point on the Council District boundary;~~

~~Thence in a westerly direction by and with the centerline of East Locust Street and the Council District boundary until the intersection of Franklin Avenue;~~

~~Thence in a southerly direction by and with the centerline of Franklin Avenue and the Council District boundary until it intersects with the centerline of Elmwood Street;~~

~~Thence in a westerly direction by and with the centerline of Elmwood Street and the Council District boundary until it intersects with the centerline of Oak Street;~~

~~Thence in a northerly direction by and with the centerline of Oak Street and the Council District boundary until it intersects with the centerline of Buena Vista Avenue;~~

~~Thence in a westerly direction by and with the centerline of Buena Vista Avenue and the Council District boundary until it intersects with Pond Street;~~

~~Thence in a northerly direction by and with the centerline of Pond Street and the Council District boundary until it intersects with the centerline of South Park Drive;~~

~~Thence in a westerly direction by and with the centerline of South Park Drive and the Council District boundary until it intersects with the centerline of the railroad track;~~

~~Thence in a northerly direction by and with the centerline of the railroad track and the Council District boundary until it intersects with the southern edge of the East Prong of the Wicomico River;~~

~~Thence in a westerly direction by and with the southern edge of the East Prong of the Wicomico River and the Council District boundary until it intersects with the extension of a line that is the western edge of the North Prong of the Wicomico River;~~

~~Thence in a northerly direction by and with the western edge of the North Prong of the Wicomico River and the Council District boundary until it becomes the centerline of the North Prong of the Wicomico River;~~

~~Thence continuing in a northerly direction by and with the centerline of the North Prong of the Wicomico River to the point of beginning.~~

~~The following described parcel of land shall be transferred from Council District One to be made part of Council District Two:~~

~~Being all that part and parcel~~

~~Beginning at a point at the intersection of the centerline of East Locust Street with the centerline of Hastings Street, said point also lying on the easterly boundary of City Council District 1;~~

~~Thence in an easterly direction by and with the centerline of East Locust Street and the Council District boundary until it intersects with the centerline of Md. Rt. 12 (also known as Snow Hill Road);~~  
~~Thence in a southeasterly direction by and with the centerline of Snow Hill Road and continuing with the Council District boundary until the intersection with the centerline of East Vine Street;~~  
~~Thence in a northwesterly direction by and with the centerline of East Vine Street and the Council District boundary until it intersects with Roger Street; thence continuing the centerline of East Vine Street approximately 128 feet;~~  
~~Thence leaving East Vine Street and running in a southwesterly direction approximately 231 feet with the Council District boundary until the line intersects with the centerline of Washington Street;~~  
~~Thence in a westerly direction by and with the centerline of Washington Street and the Council District boundary until it intersects with the centerline of Jackson Street;~~  
~~Thence in a northerly direction by and with the centerline of Jackson Street and the Council District boundary until it intersects with the centerline of East Vine Street;~~  
~~Thence in a westerly direction by and with the centerline of East Vine Street and the Council District boundary until it intersects with the centerline of Hastings Street;~~  
~~Thence leaving the Council District boundary and running in a northerly direction, by and with the centerline of Hastings Street to the point of beginning.~~

~~The following described parcel of land shall be transferred from Council District Two to be made part of Council District One:~~

~~Being all that part and parcel~~

~~Beginning at a point at the intersection of the centerlines of East Vine Street and Eastern Shore Drive, said point also lying on the Council District boundary;~~  
~~Thence in an easterly direction by and with the centerline of East Vine Street and the Council District boundary until it intersects with the centerline of Jackson Street;~~  
~~Thence in a southerly direction by and with the centerline of Jackson Street and the Council District boundary, in part, until it intersects with the centerline of East Lincoln Avenue;~~  
~~Thence in an easterly direction by and with the centerline of East Lincoln Avenue until it intersects with the centerline of Roger Street;~~  
~~Thence in a southerly direction by and with the centerline of Roger Street until it intersects with the centerline of East College Avenue;~~  
~~Thence in a westerly direction by and with the centerline of College Avenue until it intersects with the centerline of Eastern Shore Drive;~~  
~~Thence in a northerly direction by and with the centerline of Eastern Shore Drive until it intersects with the centerline of Lee Street;~~

Thence in a westerly direction by and with the centerline of Lee Street until it intersects with the centerline of the railroad track;

Thence in a northerly direction by and with the centerline of the railroad track approximately 333 feet;

Thence in a westerly direction a proximately 243 feet to the centerline of Roland Street; thence continuing the centerline of Roland Street until it intersects with the centerline of US Rt. 13 (also known as South Salisbury Boulevard);

Thence continuing in a westerly direction across US Rt. 13 until it intersects with the centerline of North Boulevard;

Thence in a westerly direction by and with the centerline of North Boulevard until it intersects with the centerline of Waverly Drive;

Thence in a northerly direction by and with the centerline of Waverly Drive to and with the Council District boundary until it intersects with the centerline of Newton Street;

Thence in a southeasterly direction by and with the centerline of Newton Street and continuing with the Council District boundary until it intersects with the centerline of Old West Vine Street;

Thence in a northeasterly direction by and with the centerline of Old West Vine Street and the Council District boundary until it intersects the centerline of West Vine Street;

Thence in an easterly direction by and with the centerline of West Vine Street and the Council District boundary until intersects with the centerline of the railroad track;

Thence in a southerly direction by and with the centerline of the railroad track and the Council District boundary approximately 1,700 feet;

Thence in an easterly direction by and with the Council District boundary to connect to the end of the centerline of West Lincoln Avenue; thence continuing; in an easterly direction by and with the centerline of West Lincoln Avenue and the Council District boundary until it intersects with the centerline of Madison Street;

Thence in a northerly direction by and with the centerline of Madison Street and the Council District boundary until it intersects with Webster Street;

Thence in a northwesterly direction by and with the centerline of Webster Street and the Council District boundary until it intersects with the centerline of Prince Street;

Thence in a westerly direction by and with the centerline of Prince Street and the Council District boundary until it intersects with the centerline of Monroe Street;

Thence in a southwesterly direction by and with the centerline of Monroe Street and the Council District boundary until it intersects with the centerline of Eastern Shore Drive;

Thence in a northerly direction by and with the centerline of Eastern Shore Drive and the Council District boundary to the point of beginning.

~~Beginning with the election on the first Tuesday of November 2015, the boundaries of each District shall be as set forth above with the following additions and deletions:~~

~~Phase II 2015~~

~~The following described parcel of land shall be transferred from Council District Two to be made part of Council District One:~~

~~Being all that part and parcel~~

~~Beginning at a point at the intersection of the centerlines of the railroad track and East Church Street, said point lying on the boundary of District 1; Thence in a northeasterly direction by and with the centerline of the railroad track until it intersects with the centerline of US Rt. 13, (also known as North Salisbury Boulevard);~~

~~Thence in a northeasterly direction by and with the centerline of US Rt. 13 until it intersects with the centerline of North Division Street;~~

~~Thence in a northeasterly direction by and with the centerline of North Division Street until it intersects with the centerline of Priscilla Street;~~

~~Thence in a northerly direction by and with the centerline of Priscilla Street until it intersects with the centerline of Hammond Street;~~

~~Thence in a southeasterly direction by and with the centerline of Hammond Street until it intersects with the centerline of Middle Neck Drive;~~

~~Thence in an easterly direction by and with the centerline of Middle Neck Drive until it intersects with the centerline of Bryn Mawr Drive;~~

~~Thence in a southerly and westerly direction by and with the centerline of Bryn Mawr Drive until it intersects with the centerline of Hammond Street;~~

~~Thence in a southerly direction by and with the centerline of Hammond Street until it intersects with the centerline of East Church Street;~~

~~Thence in a westerly direction by and with the centerline of East Church Street until it intersects with the centerline of Truitt Street;~~

~~Thence in a southerly direction by and with the centerline of Truitt Street until it intersects with the centerline of East Main Street;~~

~~Thence in a southwesterly direction by and with the centerline of East Main Street until it intersects with the centerline of North Park Drive;~~

~~Thence in a southeasterly direction by and with the centerline of North Park Drive until it intersects with the centerline of Beaverdam Drive;~~

~~Thence in a southerly direction by and with the centerline of Beaverdam Drive to a fork in the road; thence continuing southwest on Beaverdam Drive until it intersects with South Park Drive;~~

~~Thence in an easterly direction by and with the centerline of South Park Drive for a distance of approximately 365 feet until it intersects with an extension of the Corporate Limit Line of the City of Salisbury;~~

Thence in a southerly direction to and by and with the Corporate Limit Line of the City of Salisbury until it intersects with the centerline of East College Avenue;  
Thence in a westerly direction by and with the centerline of East College Avenue until it intersects with the centerline of Roger Street;  
Thence in a northerly direction by and with the centerline of Roger Street until it intersects with the centerline of Lincoln Avenue;  
Thence in a westerly direction by and with the centerline of Lincoln Avenue until it intersects with the centerline of Jackson Street;  
Thence in a northerly direction by and with the centerline of Jackson Street until it intersects with the centerline of East Vine Street and the Council District boundary;  
Thence in a westerly direction by and with the centerline of East Vine Street and the Council District boundary until it intersects with the centerline of Hastings Street;  
Thence in a northerly direction by and with the centerline of Hastings Street until it intersects with the centerline of East Locust Street and the Council District boundary;  
Thence in a southeasterly direction by and with the centerline of East Locust Street and the Council District boundary until it intersects with the centerline of Snow Hill Road;  
Thence in a northwesterly direction by and with the centerline of Snow Hill Road until it intersects with the centerline of East Main Street;  
Thence in a westerly direction by and with the centerline of East Main Street until it intersects with the centerline of the railroad track;  
Thence in a northerly direction by and with the centerline of the railroad track to the point of beginning.]

**First District.**

All of that portion of Wicomico County bounded and described as follows: Beginning at the point of intersection of the Corporate Limit Line of the City of Salisbury and the northwesterly shoreline of the Wicomico River at or near the southwesterly corner of the Chesapeake Shipbuilding property; thence proceeding northerly along the Salisbury Corporate Limit Line to the thread of Johnson Pond opposite Deer's Head State Hospital; thence proceeding southerly along said thread of Johnson Pond to the west shoreline of the North Prong of the Wicomico River at W. Isabella St.; thence proceeding southerly along said shoreline to W. Main St.; thence proceeding southerly across the Wicomico River to a point where the easterly shoreline of the Wicomico River intersects the southerly shoreline of the East Prong; thence proceeding easterly with the said shoreline of the East Prong of the Wicomico River to Mill St.; thence proceeding southwesterly along Mill St. to Riverside Dr.; thence proceeding southerly along Riverside Dr. to Wicomico St.; thence proceeding easterly along Wicomico St. to Camden Ave.; thence proceeding southerly along

Camden Ave. to Maryland Ave.; thence proceeding easterly along Maryland Ave. to Light St.; thence proceeding northerly along Light St. to Newton St.; thence proceeding easterly along Newton St. to Waverly Dr.; thence proceeding southerly along Waverly Dr. to Ohio Ave.; thence proceeding easterly along Ohio Ave. to S. Salisbury Blvd.; thence proceeding southerly along S. Salisbury Blvd. to Roland St.; thence proceeding easterly along Roland St. and the extension of Roland St. to the railroad track; thence proceeding southerly along said railroad track to a point where an extension of Lee St. would intersect the railroad track; thence proceeding easterly along the extension of Lee St. to its street bed; thence continuing easterly along Lee St. to Eastern Shore Dr.; thence proceeding northerly along Eastern Shore Dr. to Morris Ln.; thence proceeding westerly along Morris Ln. and its extension to the railroad track; thence proceeding northerly along the railroad track to Washington St.; thence proceeding easterly along Washington St. to Eastern Shore Dr.; thence proceeding northerly along Eastern Shore Dr. to E. Vine St.; thence proceeding easterly along E. Vine St. to Madison St.; thence proceeding southerly along Madison St. to Washington St.; thence proceeding easterly along Washington St. to Roger St.; thence proceeding southerly along Roger St. to Bethel St.; thence proceeding easterly along Bethel St. to Spring Ave.; thence proceeding southerly along Spring Ave. to E. Lincoln Ave.; thence proceeding easterly along E. Lincoln Ave. to Green Mor Ave.; thence proceeding southerly along Green Mor Ave. to Princeton Ave.; thence proceeding westerly along Princeton Ave. to Spring Ave.; thence proceeding northerly along Spring Ave. to Pryor Ave.; thence proceeding westerly along Pryor Ave. to S. Division St.; thence proceeding southerly along S. Division St. to Carrolton St.; thence proceeding easterly along Carrolton St. to Marion St.; thence proceeding southerly along Marion St. to E. College Ave.; thence proceeding westerly along E. College Ave. to its intersection with S. Division St.; thence proceeding westerly along W. College Ave. to S. Salisbury Blvd.; thence proceeding northerly along S. Salisbury Blvd. to Pinehurst Ave.; thence proceeding westerly along Pinehurst Ave. to Hanover St.; thence proceeding northerly along Hanover St. to Monticello Ave.; thence proceeding westerly along Monticello Ave. to Smith St.; thence proceeding northerly along Smith St. to Middle Blvd.; thence proceeding westerly along Middle Blvd. to Camden Ave.; thence proceeding northerly along Camden Ave. to Virginia Ave.; thence proceeding westerly along Virginia Ave. to Oak Hill Ave.; thence proceeding northerly along Oak Hill Ave. to Georgia Ave.; thence proceeding westerly along Georgia Ave. to Riverside Rd.; thence proceeding southwestery along Riverside Rd. to Georgia Ave.; thence proceeding northwestery along Georgia Ave. to Riverside Dr.; thence proceeding southwestery along Riverside Dr. to Ridge Rd.; thence proceeding northwestery along Ridge Rd. to Terrie Ct.; thence proceeding northerly along Terrie Ct. to a point on the boundary

line between the properties known as 798 Terrie Ct. and 800 Terrie Ct.; thence proceeding northerly along said boundary line to the southeasterly shoreline of the Wicomico River; thence proceeding northeasterly along said shoreline to a point on the extension of the centerline of Alabama Ave.; thence proceeding northwesterly with said extension of Alabama Ave., crossing the Wicomico River to its northwesterly shoreline; thence proceeding southerly along the northwesterly shoreline of the Wicomico River to the point of beginning.

**Second District.**

All of that portion of Wicomico County bounded and described as follows: Beginning at the point of intersection of S. Division St. and Carrolton St.; thence proceeding northerly along S. Division St. to Pryor Ave.; thence proceeding easterly along Pryor Ave. to Spring Ave.; thence proceeding southerly along Spring Ave. to Princeton Ave.; thence proceeding easterly along Princeton Ave. to Green Mor Ave.; thence proceeding northerly along Green Mor Ave. to E. Lincoln Ave.; thence proceeding westerly along E. Lincoln Ave. to Spring Ave.; thence proceeding northerly along Spring Ave. to Bethel St.; thence proceeding westerly along Bethel St. to Roger St.; thence proceeding northerly along Roger St. to Washington St.; thence proceeding westerly along Washington St. to Madison St.; thence proceeding northerly along Madison St. to E. Vine St.; thence proceeding westerly along E. Vine St. to Eastern Shore Dr.; thence proceeding northerly along Eastern Shore Dr. to the extension of the centerline of Elmwood St.; thence proceeding easterly along said extension of Elmwood St. to Oak St.; thence proceeding northerly along Oak St. to W. Carroll St.; thence proceeding easterly along W. Carroll St. to Franklin Ave.; thence proceeding northerly along Franklin Ave. to Buena Vista Ave.; thence proceeding easterly along Buena Vista Ave. to Snow Hill Rd.; thence proceeding southeasterly along Snow Hill Rd. to Sheffield Ave.; thence proceeding northerly along Sheffield Ave. to Richwil Dr.; thence proceeding easterly along Richwil Dr. to Beaver Dam Dr.; thence proceeding northerly along Beaver Dam Dr. to S. Park Dr.; thence proceeding westerly along S. Park Dr. to Beaver Dam Dr.; thence proceeding northerly along Beaver Dam Dr. to its intersection with Glen Ave.; thence proceeding northeasterly along Parkway Ave. to Long Ave.; thence proceeding northerly along Long Ave. to E. Main St.; thence proceeding westerly along E. Main St. to Davis St.; thence proceeding northerly along Davis St. to E. Salisbury Pkwy.; thence proceeding westerly along E. Salisbury Pkwy. to Ward St.; thence proceeding northerly along Ward St. to E. William St.; thence proceeding westerly along E. William St. to E. Railroad Ave.; thence proceeding northerly along E. Railroad Ave. to Brown St.; thence proceeding northeasterly along Brown St. to the second railroad crossing; thence proceeding southeasterly along the Norfolk Southern Railway to Truitt St.; thence



proceeding northerly along Truitt St. to Mabel Ave.; thence proceeding easterly along Mabel Ave. to Decatur Ave.; thence proceeding northerly along Decatur Ave. to Johnson St.; thence proceeding westerly along Johnson St. to Homer St.; thence proceeding northerly along Homer St. to N. Division St.; thence proceeding easterly along N. Division St. to Hammond St.; thence proceeding easterly along Hammond St. to Middleneck Dr.; thence proceeding easterly along Middleneck Dr. to Bryn Mawr Dr.; thence proceeding southerly along Bryn Mawr Dr. to Hammond St.; thence proceeding southerly along Hammond St. to Brittingham St.; thence proceeding easterly along Brittingham St. to Christopher St.; thence proceeding southerly along Christopher St. to Harrington St.; thence proceeding westerly along Harrington St. to Hammond St.; thence proceeding southerly along Hammond St. to the Norfolk Southern Railway; thence proceeding easterly along the Norfolk Southern Railway to a point opposite Harden Ct.; thence proceeding southeasterly to a point at the westerly end of Robert St.; thence proceeding easterly along Robert St. to Young Ave.; thence proceeding southerly along Young Ave. to E. Church St.; thence proceeding westerly along E. Church St. to N. Saratoga St.; thence proceeding southerly along N. Saratoga St. to Phillips Ave.; thence proceeding westerly along Phillips Ave. to Priscilla St.; thence proceeding northerly along Priscilla St. to E. Church St.; thence proceeding westerly along E. Church St. to Truitt St.; thence proceeding southerly along Truitt St. to E. Salisbury Pkwy.; thence proceeding easterly along E. Salisbury Pkwy. 1,080 feet to a point; thence proceeding southerly to the northwest corner of an enclave area known as the "Civic Center Enclave Area" on the Salisbury Corporate Limit Line; thence proceeding southerly along the Salisbury Corporate Limit Line to its second intersection with Glen Ave.; thence proceeding easterly along Glen Ave. to Emory Ct.; thence proceeding southerly along Emory Ct. to Hannibal St.; thence proceeding westerly along Hannibal St. to N. Park Dr.; thence proceeding southerly along N. Park Dr. to Beaglin Park Dr.; thence proceeding southerly along Beaglin Park Dr. to the Salisbury Corporate Limit Line at S. Schumaker Dr.; thence proceeding westerly along the Salisbury Corporate Limit Line to Beaglin Park Dr.; thence proceeding westerly along Beaglin Park Dr. to Snow Hill Rd.; thence proceeding southeasterly along Snow Hill Rd. to Robins Ave.; thence proceeding southwestwardly along Robins Ave. to the Salisbury Corporate Limit Line; thence proceeding westerly along the Salisbury Corporate Limit Line to Onley Rd.; thence proceeding easterly along Onley Rd. to a point at the boundary line between the Wicomico County Board of Education (Bennett Sr. High School) and the State of Maryland (Holly Center); thence proceeding northerly along said boundary line to a point 20 feet south of the Salisbury Corporate Limit Line; thence proceeding westerly in a line parallel to E. College Ave. 460 feet, more or less, to a point due south of where the westerly right-of-way line of Adams Ave.

would intersect E. College Ave.; thence proceeding due north to E. College Ave.; thence proceeding westerly along E. College Ave. to Spring Ave.; thence proceeding northerly along Spring Ave. to an alley; thence proceeding westerly along the alley to Cecil St.; thence proceeding southerly along Cecil St. to E. College Ave.; thence proceeding westerly along E. College Ave. to Roger St.; thence proceeding northerly along Roger St. to the alley; thence proceeding westerly along the alley to Marion St.; thence proceeding northerly along Marion St. to Carrolton St.; thence proceeding westerly along Carrolton St. to the point of beginning.

### **Third District.**

All of that portion of Wicomico County bounded and described as follows: Beginning at the southwest corner of the Salisbury Corporate Limit, said point being the intersection of the Salisbury Corporate Limit Line and the southeasterly shoreline of the Wicomico River; thence proceeding northwesterly with said Corporate Limit Line across the Wicomico River to a point on the northwesterly shoreline of said river; thence continuing northerly with the Salisbury Corporate Limit Line to a point on the northwest shoreline of the Wicomico River at or near the southeasterly corner of the City of Salisbury Wastewater Treatment Plant Property; thence proceeding northeasterly with said shoreline and the Salisbury Corporate Limit Line to the point of intersection of the Salisbury Corporate Limit Line and northwesterly shoreline of the Wicomico River at or near the southwesterly corner of the Chesapeake Shipbuilding property; thence leaving said Corporate Limit Line and proceeding northerly with said shoreline to a point opposite of the centerline of Alabama Ave; thence proceeding southeasterly, crossing the Wicomico River to a point on the southeasterly shoreline at a point where an extension of the centerline of Alabama Ave. would meet the shoreline; thence proceeding southwesterly along said shoreline to a point on the boundary line between the properties known as 798 Terrie Ct. and 800 Terrie Ct.; thence proceeding southerly along said boundary line to Terrie Ct.; thence proceeding southerly along Terrie Ct. to Ridge Rd.; thence proceeding southeasterly along Ridge Rd. to Riverside Dr.; thence proceeding northeasterly along Riverside Dr. to Georgia Ave.; thence proceeding southeasterly along Georgia Ave. to Riverside Rd.; thence proceeding northeasterly along Riverside Rd. to Georgia Ave.; thence proceeding easterly along Georgia Ave. to Oak Hill Ave.; thence proceeding southerly along Oak Hill Ave. to Virginia Ave.; thence proceeding easterly along Virginia Ave. to Camden Ave.; thence proceeding southerly along Camden Ave. to Middle Blvd.; thence proceeding easterly along Middle Blvd. to Smith St.; thence proceeding southerly along Smith St. to Monticello Ave.; thence proceeding easterly along Monticello Ave. to Hanover St.; thence proceeding southerly along Hanover St. to Pinehurst Ave.; thence proceeding easterly along Pinehurst

Ave. to S. Salisbury Blvd.; thence proceeding southerly along S. Salisbury Blvd. to W. College Ave.; thence proceeding easterly along W. College Ave. to its intersection with S. Division St.; thence proceeding easterly along E. College Ave. to Marion St.; thence proceeding northerly along Marion St. to an alley; thence proceeding easterly along the alley to Roger St.; thence proceeding southerly along Roger St. to E. College Ave.; thence proceeding easterly along E. College Ave to Cecil St.; thence proceeding northerly along Cecil St. to the alley; thence proceeding easterly along the alley to Spring Ave.; thence proceeding southerly along Spring Ave. to E. College Ave.; thence proceeding easterly along E. College Ave. to a point opposite of the westerly right-of-way line of Adams Ave; thence proceeding due south 460 feet, more or less, to a point; thence proceeding easterly in a line parallel to E. College Ave. to a point on the boundary line between the Wicomico County Board of Education (Bennett Sr. High School) and the State of Maryland (Holly Center), 20 feet south of the Salisbury Corporate Limit Line; thence proceeding southerly along said boundary line to Onley Rd.; thence proceeding westerly along Onley Rd. to the Salisbury Corporate Limit Line; thence proceeding northerly along the Salisbury Corporate Limit Line to the easterly shoreline of the Wicomico River; thence proceeding southwestly along said shoreline and continuing with the Salisbury Corporate Limit Line to the point of beginning.

#### **Fourth District.**

All of that portion of Wicomico County bounded and described as follows: Beginning at the point of intersection of Riverside Dr. and Wicomico St.; thence proceeding northerly along Riverside Dr. to Mill St.; thence proceeding northeasterly along Mill St. to the southerly shoreline of the East Prong of the Wicomico River; thence proceeding westerly along said shoreline to a point where the easterly shoreline of the Wicomico River intersects the southerly shoreline of the East Prong of the Wicomico River; thence proceeding northerly across the Wicomico River to the west shoreline of the North Prong of the Wicomico River at W. Main St.; thence proceeding northerly along said shoreline to the thread of Johnson Pond at W. Isabella St.; thence proceeding northerly with the thread of Johnson Pond to the Salisbury Corporate Limit Line opposite Deer's Head State Hospital; thence proceeding easterly along the Salisbury Corporate Limit Line to the northerly right-of-way line of Middle Neck Dr.; thence proceeding westerly along said right-of-way line to Moss Hill Ln.; thence proceeding southerly along Moss Hill Ln. to an unnamed street lying south of and adjacent to the apartment buildings at 1240 and 1260 Middle Neck Dr.; thence proceeding westerly along the unnamed street to Brookridge Dr.; thence proceeding northerly along Brookridge Dr. to Middle Neck Dr.; thence proceeding westerly along Middle Neck Dr. to Hammond St.; thence proceeding northerly along Hammond St. to N. Division St.; thence

proceeding westerly along N. Division St. to Homer St.; thence proceeding southerly along Homer St. to Johnson St.; thence proceeding easterly along Johnson St. to Decatur Ave.; thence proceeding southerly along Decatur Ave. to Mabel Ave.; thence proceeding westerly along Mabel Ave. to Truitt St.; thence proceeding southerly along Truitt St. to the Norfolk Southern Railway; thence proceeding westerly along the Norfolk Southern Railway to a railroad spur; thence proceeding northwesterly along the railroad spur to Brown St.; thence proceeding southwestly along Brown St. to E. Railroad Ave.; thence proceeding southerly along E. Railroad Ave. to E. William St.; thence proceeding easterly along E. William St. to Ward St.; thence proceeding southerly along Ward St. to E. Salisbury Pkwy.; thence proceeding easterly along E. Salisbury Pkwy. to Davis St.; thence proceeding southerly along Davis St. to E. Main St.; thence proceeding easterly along E. Main St. to Long Ave.; thence proceeding southerly on Long Ave. to Parkway Ave.; thence proceeding westerly along Parkway Ave. to its intersection with Glen Ave.; thence proceeding southerly along Beaver Dam Dr. to S. Park Dr.; thence proceeding easterly along S. Park Dr. to Beaver Dam Dr.; thence proceeding southerly along Beaver Dam Dr. to Richwil Dr.; thence proceeding westerly along Richwil Dr. to Sheffield Ave.; thence proceeding southerly along Sheffield Ave. to Snow Hill Rd.; thence proceeding northwesterly along Snow Hill Rd. to Buena Vista Ave.; thence proceeding westerly along Buena Vista Ave. to Franklin Ave.; thence proceeding southerly along Franklin Ave. to W. Carroll St.; thence proceeding westerly along W. Carroll St. to Oak St.; thence proceeding southerly along Oak St. to the centerline extension of Elmwood St.; thence proceeding westerly along said extension of Elmwood St. to Eastern Shore Dr.; thence proceeding southerly along Eastern Shore Dr. to Washington St.; thence proceeding westerly along Washington St. to a railroad track; thence proceeding southerly along the railroad track to a point where an extension of the centerline of Morris Ln. would intersect the railroad track; thence proceeding easterly along said extension of Morris Ln. to Morris Ln.; thence proceeding easterly along Morris Ln. to Eastern Shore Dr.; thence proceeding southerly along Eastern Shore Dr. to Lee St.; thence proceeding westerly along Lee St. and continuing beyond Lee St. in the same direction to the railroad track; thence proceeding northerly along said railroad track to a point on the centerline of an extension of Roland St.; thence proceeding westerly along said extension of Roland St. and the bed of Roland St. to S. Salisbury Blvd.; thence proceeding northerly along S. Salisbury Blvd. to Ohio Ave.; thence proceeding westerly along Ohio Ave. to Waverly Dr.; thence proceeding northerly along Waverly Dr. to Newton St.; thence proceeding westerly along Newton St. to Light St.; thence proceeding southerly along Light St. to Maryland Ave.; thence proceeding westerly along Maryland Ave. to Camden Ave.; thence proceeding northerly along Camden Ave. to

Wicomico St.; thence proceeding westerly along Wicomico St. to the point of beginning.

**Fifth District.**

All of that portion of Wicomico County bounded and described as follows: Beginning at the point of intersection of E. Church St. and Truitt St.; thence proceeding easterly along E. Church St. to Priscilla St.; thence proceeding southerly along Priscilla St. to Phillips Ave.; thence proceeding easterly along Phillips Ave. to N. Saratoga St.; thence proceeding northerly along N. Saratoga St. to E. Church St.; thence proceeding easterly along E. Church St. to Young Ave.; thence proceeding northerly along Young Ave. to Robert St.; thence proceeding westerly along Robert St. to a point at the westerly end of Robert St.; thence proceeding northwesterly to the Norfolk Southern Railway at a point opposite Harden Ct.; thence proceeding westerly along the Norfolk Southern Railway to Hammond St.; thence proceeding northerly along Hammond St. to Harrington St.; thence proceeding easterly along Harrington St. to Christopher St.; thence proceeding northerly along Christopher St. to Brittingham St.; thence proceeding westerly along Brittingham St. to Hammond St.; thence proceeding northerly along Hammond St. to Bryn Mawr Dr.; thence proceeding easterly along Bryn Mawr Dr. to Middleneck Dr.; thence proceeding easterly along Middleneck Dr. to Brookridge Dr.; thence proceeding southerly along Brookridge Dr. to an unnamed street lying south of and adjacent to the apartment buildings at 1240 and 1260 Middle Neck Dr.; thence proceeding easterly along the unnamed street to Moss Hill Ln.; thence proceeding northerly along Moss Hill Ln. to the northerly right-of-way line of Middle Neck Dr.; thence proceeding easterly along said right-of-way line to the Salisbury Corporate Limit Line; thence proceeding easterly along the Salisbury Corporate Limit Line to Robins Ave.; thence proceeding northeasterly along Robins Ave. to Snow Hill Rd.; thence proceeding northwesterly along Snow Hill Rd. to Beaglin Park Dr.; thence proceeding easterly along Beaglin Park Dr. to the Salisbury Corporate Limit Line; thence proceeding northerly along the Salisbury Corporate Limit Line to Beaglin Park Dr.; thence proceeding northerly along Beaglin Park Dr. to N. Park Dr.; thence proceeding northerly along N. Park Dr. to Hannibal St.; thence proceeding easterly along Hannibal St. to the centerline extension of Emory Ct.; thence proceeding northerly along said extension and the roadbed of Emory Ct. to Glen Ave.; thence proceeding westerly along Glen Ave. to the Salisbury Corporate Limit Line; thence proceeding westerly along the Salisbury Corporate Limit Line to the northwest corner of an enclave area known as the "Civic Center Enclave Area"; thence proceeding northerly to a point on E. Salisbury Pkwy. located 1,080 feet east of Truitt St.; thence proceeding westerly along E. Salisbury Pkwy. 1,080 feet to Truitt St.; thence proceeding

northerly along Truitt St. to the point of beginning; excepting herefrom all of that enclave area bounded by the Salisbury Corporate Limit Line, containing Carev Avenue as well as other streets shown on the plat entitled City of Salisbury Redistricting and dated September 8, 2014.

\* Calls appearing in the descriptions for every district above are to the centerline of all streets, roads, avenues, alleys, railroad tracks and other rights-of-way (including references to extensions thereof which do not presently exist), unless otherwise indicated.

The boundaries of each District thereafter shall be fixed by the Council from time to time by ordinance and a description of the District boundaries shall be on file in the City offices, reasonably available for public inspection during normal business hours.

## ARTICLE II

### The Council

#### § SC2-2. Qualifications.

Councilmembers shall have resided in Salisbury for at least one (1) year immediately preceding their election and the ~~[Councilmember or]~~ Councilmembers from each District ~~[1 and District 2]~~ shall reside in the boundaries of the District from which they are to be elected on the date of filing for election and must continue to reside therein during the term to which they are elected, must be at least twenty-one (21) years of age and shall be qualified registered voters of the City. The Board of Supervisors of Elections shall be the judge of the qualifications of candidates for City Council.

## ARTICLE VI

### Elections

#### § SC6-15. Tie elections.

##### A. Primary Election.

1. In ~~[the]~~ an election year in which the Mayor and/or ~~[two (2)]~~ council members[-

~~one (1) from District 1 and one (1) from District 2;]~~ are to be elected, if the candidates for the second position on the ballot for any office have an equal number of votes, then all such candidates shall be listed on the General Election ballot.

~~[2. — In the election years in which the Mayor and five (5) council members, two (2) from District 1 and three (3) from District 2, are to be elected, if candidates for the second position for Mayor, the fourth position for the council members in District 1 or the sixth (6<sup>th</sup>) position for the council members in District 2 have an equal number of votes, then all such candidates shall be listed on the General Election ballot.]~~

B. General Election.

1. In ~~[the]~~ an election year in which the Mayor and/or ~~[two (2)]~~ council members~~;~~ ~~one (1) from District 1 and one (1) from District 2;]~~ are to be elected, if the candidates for the Mayor or ~~[either]~~ any of the council positions have an equal number of votes, then, unless all but one such candidate concedes or otherwise becomes ineligible for office, a Special Election shall be held no earlier than forty-five (45) days and no later than sixty (60) days after the date of certification of the General Election results for the Mayor or Council position.

~~[2. — In election years in which the Mayor and five (5) council members, two (2) from District 1 and three (3) from District 2, are to be elected, if the candidates for the Mayor or either of the council positions have an equal number of votes, then, unless all but one (1) such candidate concedes or otherwise becomes ineligible for office, a Special Election shall be held no earlier than forty five (45) days and no later than sixty (60) days after the date of certification of the General Election results for the Mayor and Council positions.]~~

~~[3]~~2. The County Election Board shall open for registration of City voters for twenty-one (21) days between the General and Special Election.

[4]3. All incumbent council members or the incumbent mayor shall continue in office until the Special Election results for either the council or the mayor are certified.

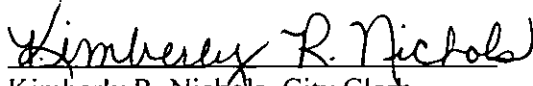
AND, BE IT FURTHER RESOLVED by the Salisbury City Council that the title of this Resolution shall be deemed a fair summary of the amendments provided for herein for publication and all other purposes;


AND, BE IT FURTHER RESOLVED by the Salisbury City Council that this Resolution shall take effect fifty (50) days from and after the date of its final passage and that its provisions shall be implemented on the 28th Day of October, 2014, subject to the right of petition to referendum. The City Clerk, on behalf of the Mayor, is hereby directed to proceed with the posting and publication of this Resolution, and the sending of information concerning the charter amendments provided for herein to the Maryland Department of Legislative Services pursuant to the requirements of Local Government Article §4-304 of the Annotated Code of Maryland;

AND, BE IT FURTHER RESOLVED that, to the extent that any Section of the City of Salisbury Charter is in conflict with the provisions of this Resolution, such Section or Sections be and hereby are repealed to the extent of such conflict.

The above Resolution was introduced, read and passed at the regular meeting of the City Council of the City of Salisbury held on this 8th day of September, 2014.

ATTEST:

  
Kimberly R. Nichols, City Clerk

  
Jacob R. Day, President of the  
Council of the City of Salisbury

Publish:      September 12, 2014  
                  September 19, 2014  
                  September 26, 2014  
                  October 3, 2014



**CITY OF SALISBURY**

**CHARTER AMENDMENT NO. 2333**

**A RESOLUTION TO AMEND THE CHARTER OF THE CITY OF SALISBURY, MARYLAND TO REQUIRE PUBLICATION OF CHARTER CHANGES AND A PUBLIC HEARING BEFORE SUCH AMENDMENTS TO THE CHARTER OF THE CITY OF SALISBURY ARE CONSIDERED AND TO REFLECT THE RECODIFICATION OF STATE LAW.**

WHEREAS, the Charter of the City of Salisbury may be amended as outlined in § SC21-1-3 of the Charter which refers to Article 23A §§ 11-18 of the Maryland Annotated Code; and

WHEREAS, Article 23A §§ 11-18 were recodified as Local Government Article, §§ 4-301 *et seq.*; and

WHEREAS, Maryland State Law only requires publication of charter amendments after any changes have been adopted by a municipal governing body in its usual course of business, and does not require publication in a newspaper of general circulation before adoption of the amendments; and

WHEREAS, posting alone may not notify the public of important charter changes and may result in charter changes being debated and voted on without the public's input; and

WHEREAS, the Salisbury City Council has concluded that it is in the best interest of City residents to require the publication of a statement of the substance of any charter changes in a newspaper of general circulation in the City of Salisbury and a public hearing in advance of adoption of an amendment by the Council in order to inform the public of important changes to the Charter.

NOW, THEREFORE, be it enacted and ordained by the City Council of the City of Salisbury, that Article XXI of the Charter Section SC 21-2, be amended as follows:

**§ SC 21-2 ~~Council may amend~~ Amendment of Charter**

Amendments to this Charter shall be proposed and enacted in accordance with ~~§§ 11-18 of Article 23A~~ §§ 4-301 et seq. of the Local Government Article of the Annotated Code of Maryland as the same shall be amended from time to time. In addition to the requirements set forth therein, Resolutions introduced by the Council to change the Charter of the City of Salisbury shall require a public hearing. Notice of the hearing shall be printed in a newspaper of general circulation in the City of Salisbury and posted at some public place in the City of Salisbury in advance of the public hearing and prior to a vote by the Council on the Resolution.

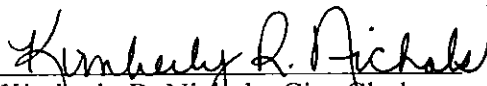
*[1959 Code, sec. 450. 1951, ch. 534. sec. 167][Amended 12-13-99 by Res. No. 687]*

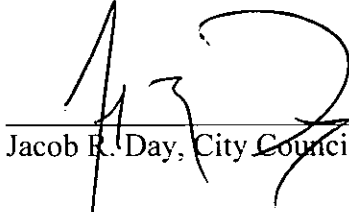
**AND BE IT FURTHER RESOLVED** by the Salisbury City Council that the title of this Resolution be deemed a fair summary of the amendments provided for herein for publication and all other puposes;

AND, BE IT FURTHER RESOLVED by the Salisbury City Council that this Resolution shall take effect fifty (50) days after the date of its final passage and that its provisions shall be implemented on the 3<sup>rd</sup> day of December, 2013, subject to the right of petition to referendum. The City Clerk, on behalf of the Mayor, is hereby directed to proceed with the posting of this Resolution, and the publication of its fair summary, and the sending of information concerning the charter amendments provided for herein to the Maryland Department of Legislative Services pursuant to the requirements of § 4-304 of the Local Government Article of the Annotated Code of Maryland.

The above Resolution was introduced, read and passed at the regular meeting of the City Council of the City of Salisbury held on the 14<sup>th</sup> day of October, 2013.

ATTEST:

  
Kimberly R. Nichols, City Clerk

  
Jacob R. Day, City Council President

Publish:      October 18, 2013  
                  October 25, 2013  
                  November 1, 2013  
                  November 8, 2013