



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

APRIL 18, 2022

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

- 4:30 p.m. Amending purchasing thresholds- Procurement Director Jennifer Miller
- 4:40 p.m. Ordinance to amend Chapter 5.52 to define "Food Service Facility"- Deputy Fire Chief Chris O'Barsky
- 4:50 p.m. Resolution to increase the Disability Advisory Committee membership from nine to twelve- Executive Administrative Assistant, Jessie Turner
- 5:00 p.m. Resolution to enter into an amended and restated land disposition agreement with Green Street Housing , LLC setting forth the terms and conditions governing the sale and redevelopment of Lot 30- City Administrator Julia Glanz
- 5:15 p.m. Ordinance to require a permit to remove certain trees and require replacement or payment into a tree restoration fund- Nathaniel Sansom, Special Assistant to the Mayor
- 5:30 p.m. Ordinance to update Police Directed Towing- Nathaniel Sansom, Special Assistant to the Mayor
- 5:45 p.m. Ordinance to amend "Vacant Buildings" to require registration of vacant lots and payment of annual fees- Nathaniel Sansom, Special Assistant to the Mayor
- 6:00 p.m. Charter Amendment to adjust Council district boundaries- City Administrator Julia Glanz
- 6:10 p.m. Charter Amendment to reflect the City's contemporary legislative districts- City Administrator Julia Glanz
- 6:15 p.m. Charter Amendment to reflect the City's contemporary election of Mayor and Council- City Administrator Julia Glanz
- 6:25 p.m. Administration and Council Remarks
- 6:30 p.m. Adjournment



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

Join Zoom Meeting

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

Meeting ID: 881 8617 2560

Phone: 1.301.715.8592

Posted 4-14-22



City of
Salisbury
Jacob R. Day, Mayor

To: City Council
From: Jennifer Miller
Director of Procurement
Date: April 18, 2022
Subject: Charter and Code of Ordinance changes requested

I am requesting a change to the following chapters of the Salisbury Code of Ordinances to increase the maximum dollar amount for direct purchases and the minimum dollar amount for formal competitive bidding. This change is intended to increase procurement efficiency in a market of rapidly rising costs. Please see the attached draft of each chapter.

- 2.32.040 Direct Purchases
 - \$0 - \$4,999: no quotes
- 2.32.050 Procedure for Competitive Bidding
 - Move formal bid threshold from \$25,000 to \$50,000
 - \$5,000 - \$24,999: two written quotes
 - \$25,000 - \$49,999: three written quotes
- 2.32.080 Disposition of Surplus Supplies
 - Include vehicles
 - Modify the historical threshold cost of “surplus” supplies from \$2,000 to \$5,000
 - Modify the informal surplus procedure (supplies with a historical cost less than \$5,000) to reference adherence to appropriate methods of transparent and fair disposition as established by the Director of Procurement and that such disposition is recorded and submitted to the Department of Procurement.

cc Julia Glanz
Andy Kitzrow
Ashley Bosche

2.32.040 Direct purchases.

- A. Where immediate procurement is necessary to prevent delays in its work and resulting loss to the city, any using agency may be permitted by the director of procurement to purchase directly on the open market any minor items of non-recurring supplies, materials, equipment, or services ~~not in excess of two thousand dollars (\$2,000.00)~~ **less than five thousand dollars (\$5,000.00)**. Such purchases may be made without soliciting competitive quotations as long as the using agency determines the price to be reasonable. Each direct purchase shall be made in accordance with rules of procedure established by the director of procurement.
- B. The intent of this section is to permit direct purchases of minor items to prevent delays and loss and not as a substitute for advance planning of needs or as a regular method of recurring purchases of items. This section is not to be abused by unwarranted favoritism of one supplier or by division of one purchase into several small purchases, each less than ~~two thousand dollars (\$2,000.00)~~ **five thousand dollars (\$5,000.00)**. The director of procurement shall report to the council any violation or attempted violation of this section.

(Ord. 1992 (part), 2006: Ord. 1751 § 1 (part), 2001)

(Ord. No. 2440, 10-9-2017 ; Ord. No. 2489, 6-25-2018)

2.32.050 Procedure for competitive bidding.

Whenever the estimated value of the purchase or contract is ~~twenty five thousand dollars (\$25,000.00)~~ **less than fifty thousand dollars (\$50,000.00)** or less, the council authorizes informal bidding procedures in the case of any single contract, purchase, or sale. Whenever the estimated value of the purchase or contract is ~~in excess of twenty five thousand dollars (\$25,000.00)~~ **fifty thousand dollars (\$50,000.00) or more**, the following procedures shall be followed:

- A. Determination of When Bidding Required. On receiving any requisition for any purchase or any request for the making of any contract or council approval of any sale of city property, the Director of Procurement shall estimate the value and shall determine whether the same appears to require competitive bidding and what form it should take. If in doubt, he/she may submit such question to the city solicitor, who shall render an opinion informally or in writing as may be required by the Director of Procurement.
- B. Fixing of Terms, Conditions and Specifications of Bidding. After consulting the head of the using agency, the Director of Procurement shall fix and determine all the detailed terms and conditions of bidding pursuant to Article XVI of the Charter and this section, including the form and content of source selection, notices to bidders, times and conditions for bidding, specifications, surety for bids and other details. Bids may be requested in whole or in parts and with one or more alternates as the Director of Procurement may determine. In every instance, the city shall reserve the right to reject any bids, waive any irregularities and make the award in the best interests of the city.

Council approval shall be required for all unbudgeted capital outlay items and all capital outlay which exceeds budgeted funds. For budgeted goods and services, council approval shall only be required for contracts in excess of one hundred thousand dollars (\$100,000.00).

- C. Methods of Source Selection. If the estimated value is ~~twenty five thousand dollars (\$25,000.00)~~ **fifty thousand dollars (\$50,000.00)** or more, the Director of Procurement shall solicit bids using one of the following methods:
 - 1. Competitive Sealed Bidding.

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- a. A public notice inviting bids shall be advertised using print or electronic media allowing ample time for preparation of bids, but in no event less than seven calendar days before the date for submitting bids.
 - i. The notice shall be made available to persons listed on the city's list of prospective bidders.
 - ii. Other persons shall be notified by suitable means as the Director of Procurement may select, in his/her discretion, in order to discourage uniform bidding and to obtain as full and open competition as possible.
 - iii. The notice shall contain a description of the project or purchase being sought, the availability and location of specifications, where bids must be submitted, the deadline for submitting bids, the time and place of the bid opening, and a statement indicating that the city reserves the right to reject all bids submitted.
 - b. Sealed bids submitted to the Director of Procurement on time shall be opened in public at the time and place designated and shall be tabulated, which shall be open to public inspection.
 - i. The Director of Procurement, on his/her own authority, may reject all bids or any part thereof, and re-advertise for bids when, in his/her judgment, the public interest will be served thereby.
 - ii. The director may select the successful bidder by lot if the best bids are identical and the public interest will not permit the delay of re-advertising.
 - c. The Director of Procurement shall award the contract to the responsible bidder who submits the responsive bid that is either the lowest bid price, or is the lowest evaluated bid price, or is the bid most favorable to the city.
 - d. If, after competitive sealed bids have been opened, the Director of Procurement determines that only one responsible bidder has submitted a responsive bid, the Director of Procurement may negotiate the procurement contract with that one bidder under the procedure for noncompetitive negotiation (sole source procurement).
 - e. After competitive sealed bids have been opened, the director may award a procurement contract on the basis of revised bids if:
 - i. All bids are rejected;
 - ii. All bid prices exceed the funds available for the procurement; or
 - iii. The director determines that all bids are unreasonable as to at least one requirement and the delay that would result from issuing a new invitation for bids with revised specifications or quantities would be fiscally disadvantageous or otherwise not in the best interests of the city;
 - iv. If there is more than one bidder, discussions about revised specifications or quantities shall be conducted with all responsible bidders who submitted responsive bids. The bidders shall be treated fairly and equally with respect to any discussions;
 - v. An invitation for revised bids shall state whether the award will be made without competitive negotiations; such invitation is not subject to the notice requirements in subsection (C)(1)(a);

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- vi. After revised bids have been submitted, negotiations with bidders may not be conducted unless the director determines that there is a compelling reason to negotiate. Award shall be made pursuant to subsection (C)(1).
2. Multi-Step Bidding.
- a. May be used when the director determines that an initial preparation of specifications for price bids is impracticable;
 - b. Shall follow notice and invitation to bid requirements found in subsection (C)(1)(a);
 - c. Includes a request for unpriced technical offer or samples;
 - d. Directs bidders to submit sealed price bids separately either with the technical offers or after the technical offers are evaluated and they have been found acceptable under the criteria set forth in the invitation to bid;
 - e. Only those prices submitted by bidders whose technical offers have been found acceptable will be considered;
 - f. Sealed price bids may not be opened until after a complete evaluation of the technical offers has been made;
 - g. Award is made pursuant to requirements under competitive sealed bidding.
3. Competitive Sealed Proposals.
- a. Competitive sealed proposals may be used when the Director of Procurement determines that specifications cannot be prepared that allow an award based on the lowest bid price, the lowest evaluated bid price, or the bid most favorable to the city; or when the use of competitive sealed bidding is not practicable or not advantageous to the city.
 - b. A request for proposals shall follow the notice and invitation to bid requirements found in subsection (C)(1)(a).
 - c. A request for proposals shall include a statement of the scope of the procurement and the factors including price, that will be used in evaluating proposals and the relative importance of each factor.
 - d. After receipt of proposals, but before award, the director may conduct discussions with an offeror to:
 - i. Obtain the best price for the city;
 - ii. Ensure full understanding of the city's requirements and the offeror's proposal.
 - e. If discussions are conducted, the director:
 - i. Shall provide an opportunity to participate to each responsible offeror who submits a proposal that, in the judgment of the director, is reasonably susceptible of being selected for award;
 - ii. Shall treat all of those responsible offerors fairly and equally;
 - iii. May allow all of those responsible offerors to revise their initial proposals by submitting best and final offers, if discussions indicate that it would be in the best interest of the city to do so;
 - iv. May conduct more than one series of discussions and requests for best and final offers; and

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- v. May not disclose to an offeror any information derived from a proposal or discussion with a competing offeror.
 - f. Proposals are irrevocable for the period specified in the request. A best and final offer is irrevocable for the period specified in the request for best and final offers.
 - g. The director shall award the procurement contract to the responsible offeror who submits the proposal or best and final offer determined to be the most advantageous to the city considering the evaluation factors set forth in the request for proposals.
 4. Competitive Negotiations.
 - a. To be used for certain professional, architectural, engineering, or other specialized services;
 - b. The director requests statements of qualifications and information including description of work, time estimate, past experiences, references, hourly rates, if applicable;
 - c. All responses are evaluated and discussions may be conducted with any bidder to clarify qualifications or discuss the approach to the work;
 - d. Once evaluations and discussions are completed, the using department head and the director shall select, in order of qualification ranking, at least three acceptable suppliers. The best qualified supplier is then requested to submit cost or pricing data. A contract is then negotiated with that supplier;
 - e. If a contract cannot be negotiated, the reasons for failure are documented and the same process is followed with the next most qualified supplier.
 5. Noncompetitive Negotiation-Sole Source Procurement.
 - a. Noncompetitive negotiation can be utilized if at least two sources are available for the services but the absence of effective competition makes it unreasonable to expect bids or proposals from the available sources.
 - b. A request for general expressions of interest shall be published in the same manner as required for invitation for bids, shall state the general requirements for services, and shall request interested service providers to respond in writing with general expressions of interest.
 - c. The director may conduct discussions with any responsible service provider who has submitted an expression of interest; the director shall treat fairly and equally with respect to discussions all responsible service providers who have submitted expressions of interest.
 - d. The director may award a procurement contract to the provider offering the best price, conditions, and services and in the best interests of the city.
 - e. Sole source procurement exists whenever the director determines that there is only one available source for the subject of a procurement contract and he/she may award the contract without competition to that source.
 6. Procedure for Informal Competitive Bidding.
 - a. If the estimated value is ~~less than twenty five thousand dollars (\$25,000.00)~~ **five thousand dollars (\$5,000.00) but less than fifty thousand dollars (\$50,000.00)**, the Director of Procurement shall ~~solicit~~ **direct the solicitation of** informal competitive bids by giving notice by mail, telephone, fax, **email** or other means deemed effective by the director to such persons as he/she may select, at his/her discretion, in order to discourage uniform bidding and to obtain as full and open competition as possible.

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- b. At least two written competitive bids shall be secured whenever possible, when the estimated value is between \$5,000 and \$24,999, and at least three written competitive bids shall be secured whenever possible, when the estimate value is between \$25,000 and \$49,999, and an award shall be made by the director to the lowest and best bid in the case of purchases or the highest and best bid in the case of sales.
 - c. The director shall keep a record of all competitive bids submitted pursuant to this procedure, and such records shall be open in his/her office.
- D. Small Business Preference Program.
- 1. Applicability. The small business preference program applies to all competitive bidding conducted pursuant to this section by the city.
 - 2. Procedures.
 - a. The Director of Procurement shall screen all procurements potentially eligible for a small business preference and shall determine which of those procurements is appropriate for preferences under these procedures. The Director of Procurement shall also determine which percentage preference is to be applied. The determination shall be based on the availability of qualified, certified small businesses and other appropriate factors.
 - b. The proposed small business procurement preference may not exceed a base percentage preference of five percent of the total contract value. A two-percent preference may be added to the base percentage preference for veteran-owned small businesses and a three-percent preference may be added to the base percentage preference for disabled-veteran-owned small businesses.
 - c. Any solicitation for a procurement designated for a small business preference shall include a statement that the procurement has been so designated and shall indicate the price preference percentage to be applied to that procurement.
 - d. Small business preferences shall apply only to those businesses which meet the definition of a small business, veteran-owned small business, or disabled-veteran-owned small business under Maryland law and COMAR, and in the case of the city's small business preference program, any small business, veteran-owned small business or disabled-veteran-owned small business must also have its principal place of business within the city limits, Maryland or be at least fifty-one (51) percent owned and controlled by an individual domiciled in the city.
 - e. The Director of Procurement shall maintain a list of all small businesses, veteran-owned small businesses and disabled-veteran-owned small businesses qualified under both state law and this Code to be designated as such. It is the responsibility of the small business and not the Director of Procurement, to request that its name be included on the list. The director will, however, verify whether each small business is qualified for inclusion on the list and demand whatever proof is required. If any business is found not qualified, the Director of Procurement will notify the business and afford it an opportunity to appeal the director's decision to the city administrator. The decision of the city administrator is final.
 - 3. Direct Solicitation. When soliciting bids for a procurement designated for a small business preference, the Director of Procurement shall make available a solicitation or notice of the solicitation to all certified small businesses on the list which are appropriate for the subject of the contract.
 - 4. Evaluation. When a procurement under this code section has been designated for a small business preference, the procurement officer shall accept the most favorable responsive bid

from a responsible small business if the bid does not exceed the most favorable responsive bid price received from a responsible bidder that is not certified as a small business by:

- a. More than five percent;
- b. More than seven percent for a veteran-owned small business;
- c. More than eight percent for a disabled-veteran-owned small business; or
- d. The predetermined percentage preference.

(Ord. 1992 (part), 2006: Ord. 1751 § 1 (part), 2001)

(Ord. No. 2301, 9-22-2014; Ord. No. 2440, 10-9-2017 ; Ord. No. 2585, 3-9-2020)

2.32.080 Disposition of surplus supplies.

All using agencies shall submit to the Director of Procurement, at such times and in such form as he/she may prescribe, a request to declare as surplus all supplies, materials, **vehicles** and equipment with a historical cost of ~~two thousand dollars (\$2,000.00)~~ **five thousand dollars (\$5,000.00)** or more, that are no longer used or which have become obsolete, worn out or scrapped. The director may transfer such stock to other agencies which have need for or can use it or, if not thus usable, may sell or otherwise dispose of same in accordance with the Charter. All supplies, materials, and equipment with a historical cost of less than ~~two thousand dollars (\$2,000.00)~~ **five thousand dollars (\$5,000.00)**, which are no longer used or which have become obsolete, worn out or scrapped, may be disposed of as determined by the head of the department that is disposing of such property, **but in all cases shall adhere to appropriate methods of disposition as established by the Director of Procurement. All surplus supplies dispositioned pursuant to this procedure shall be submitted to the Director of Procurement and such record shall be open in his/her office.**

(Ord. 1992 (part), 2006: Ord. 1751 § 1 (part), 2001)

(Ord. No. 2440, 10-9-2017 ; Ord. No. 2489, 6-25-2018 ; Ord. No. 2585, 3-9-2020)



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Julia Glanz, City Administrator
From: Chris O'Barsky, Deputy Fire Chief
Subject: Restaurant Ordinance
Date: 3/16/2022

Please review the attached memo from Fire Marshal Cramer that clarifies the definition of a restaurant.



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: John Tull, Fire Chief
From: Eric Cramer, Fire Marshal
Date: March 16, 2022
Re: **Updating City Code**

My office has had a number of inquiries by local businesses trying to determine if they would require a restaurant license from the City. As written, Chapter 5.52 of the municipal code is vague on the definition of a restaurant, making it difficult to determine the requirement. Additionally, staff, in the course of their work, have discovered a number of unlicensed establishments which clearly meet the definition of a restaurant, as stated in chapter 5.52 of the City code.

Please see the attached ordinance to amend chapter 5.52 of the City code clarifying the definition of a restaurant, as it applies to the chapter, and granting the authority to enforce the chapter to the City Fire Marshal.

Should you require any additional information, please do not hesitate to contact me.

AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND CHAPTER 5.52 OF THE CITY CODE, DEFINING THE DEFINITION OF “FOOD SERVICE FACILITY” IN LIEU OF “RESTAURANT,” AND GRANTING THE CITY FIRE MARSHAL THE AUTHORITY TO ENFORCE THE PROVISIONS OF CHAPTER 5.52.

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Code demonstrates the need for periodic review, evaluation and amendment; and

WHEREAS, the City of Salisbury desires to redefine which Food Service Facilities shall be licensed by the City pursuant to Chapter 5.52 of the Code; and

WHEREAS, the City of Salisbury desires to grant the responsibility to enforce the requirements of Chapter 5.52 to the Fire Marshal.

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

Section 1. Chapter 5.52 of the Salisbury City Code, entitled “Restaurant”, be and is hereby amended by repealing the crossed-out language and adding the bolded, italicized, and underlined language as follows:

Chapter 5.52 ~~RESTAURANTS~~ ***FOOD SERVICE FACILITY***

5.52.010 Definitions.

For the purpose of this chapter, the following words shall have the meanings indicated:

"~~Restaurant~~ ***Food Service Facility***" means any restaurant, cafe, public dining room, lunch counter, ***cafeteria, bar, tavern, coffee shop, sandwich stand, bakery, grocery store, retail market, and like food operations in industries, institutions, hospitals, clubs, catering kitchens, commissaries, or similar places in which food or drink is prepared for sale or for service on the premises or elsewhere, or any other operations where food or drink is served or provided for the public with or without charge*** ~~or other like place where food is sold for human consumption.~~ ***A Food Service Facility does not include any day care or educational occupancy as defined in NFPA 101: Life Safety Code, 2018 edition, or bona fide nonprofit civic or religious organizations that do not serve food or drink to the public more often than three days per week.***

5.52.020 License required.

No person shall operate a ~~restaurant~~ ***Food Service Facility*** within the city, unless such person shall first have procured a license therefor from the city clerk.

5.52.030 Application for license—Contents.

A. An application for a ~~restaurant~~ ***Food Service Facility*** license under this chapter shall be made in writing on a form supplied by the city clerk. In such application, the applicant shall agree to conform to all provisions of this chapter and other ordinances of the city and the rules and regulations governing ~~restaurants~~ ***Food Service Facilities***, to permit such examinations and inspections as may be deemed necessary by the health officer or assistant health officer and to the revocation of the ~~restaurant~~ ***Food Service Facility*** license at any time for failure to comply with the provisions of this chapter and other ordinances of the city and the rules and regulations governing ~~restaurants~~ ***Food Service Facilities***.

52
53 B. Any person requesting a ~~restaurant~~ **Food Service Facility** license under this chapter shall complete and sign an
54 application as provided for in subsection (A) of this section, which shall be filed with the city clerk.
55

56 C. An application for a ~~restaurant~~ **Food Service Facility** license under this chapter shall include a report of
57 inspection and approval by the City Fire Marshal showing compliance with the City Fire Prevention Code.
58

59 5.52.040 Investigation of premises—Report.
60

61 Upon the filing of an application as referred to in Section 5.52.030, the city clerk shall notify the health officer
62 or assistant health officer, who shall make an inspection of the premises in connection with which the ~~restaurant~~ **Food**
63 **Service Facility** license is requested and shall report, in writing, to the council, within four days of receipt of the
64 request from the city clerk so to do, the condition of the premises and whether such premises conform to the sanitary
65 regulations required of ~~restaurants~~ **Food Service Facilities** in the city.
66

67 5.52.050 Operation of ~~restaurant~~ after revocation of **a Food Service Facility without a valid** license.
68

69 Any person who continues to operate a restaurant after the revocation of the restaurant license issued under this chapter
70 in regard to such restaurant shall be deemed guilty of a misdemeanor.
71

72 **A. Misdemeanor. A person who operates a Food Service Facility without a valid license required under this**
73 **chapter shall be guilty of a misdemeanor, and upon conviction thereof; shall be subject to a fine of not less**
74 **than two hundred dollars (\$200.00) nor more than five hundred dollars (\$500.00) for each offense, or**
75 **imprisonment for not more than ninety (90) days, or both. The party aggrieved shall have the right of**
76 **appeal as is provided under the general laws of the State. Where the act or omission is of a continuing**
77 **nature, conviction for the one offense shall not be a bar to a conviction for a continuation of the offense**
78 **subsequent to the first or any succeeding conviction.**
79

80 **B. Municipal Infraction. A person who operates a Food Service Facility without a valid license or otherwise**
81 **violates any provision of this chapter, shall be guilty of a municipal infraction and shall be subject to a fine**
82 **not to exceed five hundred dollars (\$500.00) for each offense. Each day a violation continues shall be**
83 **considered a separate offense.**
84

85 **C. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to**
86 **prevent or remedy any violation of the provisions of this chapter.**
87

88 **D. The City Fire Marshal is authorized and designated by Council to authorize the persons within his or her**
89 **department to act as enforcement officers for the purpose of enforcing this chapter.**
90

91 5.52.060 License fee.
92

93 A license fee of fifty dollars (\$50.00) shall be charged and collected for each ~~restaurant~~ license issued under
94 this chapter.
95

96 5.52.070 Refunding of license fee.
97

98 No refund of a license fee shall be made upon the surrender or cancellation of any ~~restaurant~~ license issued
99 under the provisions of this chapter.
100

101 5.52.080 Expiration of license.
102

103 All ~~restaurant~~ licenses issued under this chapter shall expire on the 31st day of December next following the
104 date of issue.

105
106 5.52.090 Nontransferability.

107
108 ~~Restaurant~~ Licenses issued under this chapter shall be nontransferable.

109
110 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY,**
111 **MARYLAND,** as follows:

112
113 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance
114 shall be deemed independent of all other provisions herein.

115
116 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph,
117 subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable
118 under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or
119 provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

120
121 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals
122 were specifically set forth at length in this Section 4.

123
124 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.

125
126 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held
127 on the ____ day of _____, 2022 and thereafter, a statement of the substance of the Ordinance having been
128 published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day
129 of _____, 2022.

130
131 **ATTEST:**

132
133
134
135 _____
136 Kimberly R. Nichols, City Clerk

135 _____
136 John R. Heath, President
137 Salisbury City Council

138
139 APPROVED BY ME THIS ____ day of _____, 2022.

140
141
142 _____
143 Jacob R. Day, Mayor
144



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: City Council
From: Jessica Turner, City Liaison for Disability Advisory Committee
Subject: Increase Disability Advisory Committee Membership
Date: April 7, 2022

Since the last increase in the Disability Advisory Committee's (DAC) membership in 2020, the Committee's roster has remained full, attendance consistent, and the group as a whole is healthy and strong. The Disability Advisory Committee is dedicated to advocacy, which requires constructive conversation, regular meetings, and purposeful planning and implementation of projects. They have been meeting quarterly, but in order to become even more effective, the Disability Advisory Committee, under the leadership of Chairperson Dominique Sessa, has decided to meet every other month beginning in June 2022. An increase in frequency of meetings has led to a request to increase their membership from nine to twelve members. An increase in membership would allow for greater diversity and perspective and could help to guarantee a quorum be met as the frequency of meetings increases. The Disability Advisory Committee feels that twelve is a reasonable number—not too small and not too large, and that the increase would be in the best interest of the committee, its mission, and the community for whom it advocates.

1
2
3 **RESOLUTION NO.**

4 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY,
5 MARYLAND TO EXPAND THE NUMBER OF MEMBERS ON THE MAYOR'S
6 DISABILITY ADVISORY COMMITTEE

7 WHEREAS, on October 1, 1991 the Mayor and Council adopted a resolution
8 creating a Mayor's Disability Advisory Committee; and
9

10 WHEREAS, on January 13, 1997 the Mayor and Council adopted a resolution that
11 the membership be expanded from five members to seven; and
12

13 WHEREAS, on August 17, 2020 the Mayor and Council adopted a resolution that
14 the membership be expanded from seven members to nine; and
15

16 WHEREAS, the purpose of the Committee is to provide advice to the Mayor on
17 ways in which accessibility to City jobs, programs and services to people with disabilities
18 can be improved; and
19

20 WHEREAS, the work of the Mayor's Disability Advisory Committee would be
21 enhanced if its membership was a greater diversified representation of the disabled
22 population and people who are familiar with the challenges faced by the disabled;
23

24 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
25 Salisbury, Maryland that the membership of the Mayor's Disability Advisory Committee
26 be expanded from nine members to twelve, with each of the new members to be appointed
27 by the Mayor for three-year terms.
28

29 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
30 Council of the City of Salisbury, Maryland held on _____, 2022, and is to become
31 effective immediately.
32
33

34 ATTEST:

35
36 _____
37 Kimberly R. Nichols
38 CITY CLERK
39

John R. Heath
PRESIDENT, City Council

40
41 APPROVED BY ME THIS

42
43 _____ day of _____, 2022
44
45

46 _____
47 Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: City Council

From: Julia Glanz, City Administrator

**Subject: Resolution to Authorize the Mayor to Enter into an Amended and Restated LDA
with Green Street Housing, LLC for the Sale and Redevelopment of Lot 30**

Date: April 14, 2022

Please find the attached resolution to authorize the Mayor to enter into an amended and restated land disposition contract, on behalf of the City of Salisbury, with Green Street Housing, LLC setting forth the terms and conditions governing the sale and redevelopment of Lot 30.

The amended and restated LDA is attached in your packet. Please let me know if you have any questions.

47 **WHEREAS**, upon the Mayor’s execution of the Amended LDA on behalf of the City, as authorized
48 hereunder, all of the terms set forth in the Amended LDA shall be deemed and otherwise construed to
49 supersede and replace, in its entirety, the Original LDA.

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

52 **Section 1.** The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, that
53 certain Amended and Restated Land Disposition Agreement, by and between the City of Salisbury and
54 Green Street Housing, LLC, attached hereto and incorporated herein as **Exhibit A** (the “**Amended LDA**”).

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

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

62 **Section 4.** The recitals set forth hereinabove and **Exhibit A** attached hereto, and all exhibits
63 attached thereto and incorporated therein, are incorporated into this section of the Ordinance as if such
64 recitals and **Exhibit A** were specifically set forth at length in this Section 4.

65 **THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the
66 Council of the City of Salisbury held on this ____ day of April, 2022 and is to become effective immediately
67 upon adoption.

68
69 **ATTEST:**

70
71
72 _____
73 **Kimberly R. Nichols, City Clerk**

72 _____
73 **John R. Heath, City Council President**

74
75
76
77 Approved by me, this _____ day of _____, 2022.

78
79
80
81 _____
82 **Jacob R. Day, Mayor**

83
84

AMENDED AND RESTATED LAND DISPOSITION AGREEMENT

THIS AMENDED AND RESTATED LAND DISPOSITION AGREEMENT (“**Agreement**”) is entered into this _____ day of _____, 2022, being the date that such is fully executed by all parties and fully and finally approved and adopted by the City Council for the City of Salisbury, Maryland (the “**Effective Date**”) by and between the *City of Salisbury*, a municipal corporation of the State of Maryland (the “**City**”), and *Green Street Housing, LLC*, a Maryland limited liability company validly registered to do business in the State of Maryland (“**Developer**”) (the City and Developer are hereinafter referred to collectively as the “**Parties**”). **WITNESSETH:**

RECITALS

WHEREAS, for purposes of this Agreement, the term “**Developer**” shall be deemed to include the following: **(i)** Green Street Housing, LLC, **(ii)** each and every subsidiary, successor-in-interest and/or assign of Green Street Housing, LLC and **(iii)** each of and every successor-in-interest, transferee, assignee and/or grantee of any right, title and/or interest of Green Street Housing, LLC and/or its successor(s)-in-interest(s) and/or assign(s) in and to the Property or any portion thereof. Accordingly, pursuant to the immediately preceding sentence, this Agreement, and all amendments hereto (if any), shall, in all respects, be construed and otherwise deemed to apply to and be binding upon Green Street Housing, LLC and each and every of its successor-in-interest(s) and/or assign(s) with respect to any and all right(s), title and/or interest(s) intended to be granted unto “Developer” in accordance with all terms and conditions set forth herein; and

WHEREAS, the City is the owner of all that certain real property identified as Parking Lot 30, Map 0106, Gird 0017, Parcels 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647 and 1648 (hereinafter referred to as the “**Property**”), and has, by unanimous vote of the Council of the City of Salisbury (the “**City Council**”), declared the Property to be surplus property; and

WHEREAS, Buyer hereby agrees that Seller will reserve and retain, at Closing, all appropriate easements for sidewalks and for installation and maintenance of utilities and roadways, as approved by the City and City Planning Commission; and

WHEREAS, Seller is the owner of all that certain real property identified as 501 Willow Street, Map 0106, Grid 0016 and Parcel 1588 consisting of 14,487 square feet and desires to enter into a 99 year lease with Developer for \$1.00 to improve for the use of parking for the Project.

WHEREAS, following the City’s declaration of the Property as surplus property, the City and Developer entered into that certain Disposition Contract dated March 31, 2016, which, together with all amendments thereto, set forth *inter alia* the rights and obligations of the Parties for the City’s conveyance of the Property to Developer for the development, construction and operation of the Property as provided therein (the Disposition Contract dated March 31, 2016, and all amendments thereto entered into by the Parties prior to this Agreement are hereinafter referred to collectively as the “**Original Agreement**”); and

WHEREAS, for various reasons, including the global COVID-19 pandemic and the Developer’s failure to be awarded low-income housing tax credits in prior funding rounds, the project as described in the Original Agreement, amended from time to time, and as more fully described on **Exhibit A** attached hereto (the “**Project**”) has been delayed and the parties now wish to amend and restate the Original Agreement, in its entirety, to provide the rights and obligations

of the Parties with respect to the City's conveyance of the Property to Developer; Developer's development and construction of the Project; and any other matter(s) related thereto, subject, in every respect, to the terms and conditions set forth herein.

WHEREAS, the City desires to provide for a Payment in Lieu of Taxes for the Project.

NOW, THEREFORE, for and in consideration of the premises and mutual obligations of the Parties hereto, the foregoing Recitals, which are deemed a substantive part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the City and Developer, for each of themselves, their respective successors and/or assigns, hereby represent, covenant, warrant and agree as follows:

ARTICLE I

GENERAL TERMS FOR CLOSING

- 1.1 Purchase Price.** In consideration of Developer's payment to the City in the amount of Ten Thousand One and 00/100 Dollars (\$10,001.00) (the "**Purchase Price**"), at Closing, the City shall deliver to Developer a special warranty deed (the "**Deed**"), duly executed and acknowledged by the City, conveying good and merchantable fee simple title to the Property unto Developer. The payment of the Purchase Price shall be made in the following manner: (i) the Parties acknowledge that the City has been paid One Thousand One and 00/00 Dollars previously by Developer as a Deposit towards the Purchase Price; and (ii) the balance of the Purchase Price in cash or readily available funds at Closing (as defined herein).
- 1.2 Closing Date.** Settlement on the City's conveyance of the Property to Developer (hereinafter referred to as "**Closing**") shall take place within ninety (90) days from the date that the Developer receives full and final approval and receipt of a reservation of low-income housing tax credits ("**LIHTC**") from the 2022 competitive round issued by Maryland Department of Housing and Community Development. Developer shall provide the City with written notice within ten (10) days of its receipt of such reservation. The Parties expressly acknowledge that Developer's obligation to close the transaction contemplated herein shall be conditioned upon the receipt of the LIHTC. Should the Developer not be awarded the LIHTC, Developer shall have the right to terminate this Agreement by providing written notice to the City of its election to do so, and neither party shall have any further rights or obligations hereunder. Any advanced monies paid to the City, including, but not limited to any Deposit, shall be promptly returned to Developer upon receipt by the City of such written notice.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

- 2.1 Developer's Representations.** As of the Effective Date and continuing through the Closing Date, Developer represents and warrants to the City as follows:
- 2.1.1** (i) Developer has not applied for, consented to, acquiesced to, nor is subject to, the appointment of a receiver, trustee, custodian, liquidator or other similar official for itself or for all or substantially all of Developer's assets; (ii) Developer is not

subject to any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar proceeding, and Developer has not admitted, in writing, to any inability to pay its debts as they become due; **(iii)** Developer has not made any assignment for the benefit of creditors; **(iv)** Developer has not filed a petition or an answer seeking, consenting to or acquiescing in a reorganization or an arrangement with creditors, or sought to take advantage of any bankruptcy law, insolvency law or other law for the benefit of debtors; and **(v)** Developer has not filed an answer admitting the material obligations of a petition filed against it in any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar proceeding.

- 2.1.2 **(i)** Developer is duly formed, validly existing and in good standing, under the laws of its respective state of formation and, if not an entity formed under the laws of the State of Maryland, Developer is duly and validly registered, and in good standing, to do business as a foreign entity in the State of Maryland, **(ii)** Developer has all necessary power(s) and authority(ies) to execute and deliver this Agreement and to execute and deliver any and all related documents contemplated hereunder.
- 2.1.3 This Agreement, and any and all related documents contemplated hereunder to be executed by Developer **(i)** have been duly authorized by all requisite partnership, corporate or other action on the part of Developer, and **(ii)** are the valid and legally binding obligation of Developer, enforceable in accordance with their respective terms and conditions. Neither the execution and delivery of this Agreement or any related document(s) to be executed by Developer as contemplated hereunder, nor the performance of the obligations of Developer hereunder or thereunder, will result in the violation of any law or provision of the partnership agreement, articles of organization, articles of incorporation, by-laws, operating agreement or other organizational document of Developer, nor will this Agreement or any related document(s) contemplated hereunder, conflict with any order or decree of any court or governmental instrumentality by which Developer is bound.
- 2.1.4 Developer hereby covenants that it will complete the development and construction of the Project in substantially similar manner as shown and in accordance with all terms and conditions of this Agreement and the original RFP for the project, including, but not limited to affordable housing and a marketplace on the first level of the project (the “**Proposal**”, except for any modification(s) thereto as may be required for any approval(s) and/or permit(s) required for the development and/or construction of the Project). Subject to all applicable Federal, State and/or local law(s), rule(s) and/or regulation(s), there shall be no additional restrictions on Developer’s use of the Property except for the terms and conditions set forth in this Agreement and all conditions (if any) imposed by any Federal, State or Local permitting authority having jurisdiction over Developer’s development of the Project on the Property as contemplated hereunder.

2.2 **City Representations.** As of the Effective Date and continuing through and until Closing, the City represents and warrants to Developer as follows:

- 2.2.1 The City is the fee simple owner of the Property.
- 2.2.2 All bills and claims, incurred by the City, for labor performed and materials furnished to or for the Property, as the case may be, for all periods prior to the

Closing Date have been, or will be, paid in full prior to or on the Closing Date, such that upon Closing, as provided in Section 1.1, there shall be no mechanics' liens or materialmen's liens (whether or not perfected) on or affecting the Property. Notwithstanding any term to the contrary set forth herein, for purposes of this Agreement, Developer shall pay any and all costs or fees relating or arising from any labor performed, services provided and/or materials furnished for or in connection with Developer's acquisition of the Property and/or the development of the Project.

- 2.2.3 To the City's actual knowledge, no party has ever mined on or under Property, and no party has the right to do so.
- 2.2.4 To City's actual knowledge, with respect to the Property: **(i)** there are no violations or potential violation of any zoning, building, health, environmental or other laws, codes, ordinances, regulations, orders or requirements of any State or local governmental authority having jurisdiction thereof; and, **(ii)** except for all publicly recorded restriction(s) encumbering the Property, there are no private restrictive covenants affecting the Property.
- 2.2.5 To the City's actual knowledge: **(i)** there are no pending or threatened condemnation actions or any other matter(s) of litigation, proceeding(s) or action(s) involving the Property or of any portion(s) thereof; and, **(ii)** there are no existing, proposed or contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Property.
- 2.2.6 To the City's actual knowledge and except as on record in the Land Records for Wicomico County: **(i)** There are no leases, management, maintenance, service or other contracts with respect to the Property; and, **(ii)** there are no pending contracts of sale, options to purchase or rights of first refusal (or the like) with respect to the Property.
- 2.2.7 Between the Effective Date and the Closing Date, the City expressly acknowledges and agrees not to: **(i)** make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property; or, **(ii)** otherwise enter into any contract that would be in effect as of the Closing Date or bind Developer with respect to the Property from and after the Closing Date without the prior written approval of Developer.
- 2.2.8 Except as expressly set forth in this Agreement, from and after the Effective Date, the City shall: **(i)** refrain from performing any grading or excavation on or within, constructing or removing any improvement on or upon, or otherwise making any other change(s) to the Property, without the prior written approval of Developer; **(ii)** refrain from committing any waste or placing any refuse at or upon the Property; **(iii)** observe all laws, ordinances, regulations and restrictions affecting the Property and the respective use(s) thereof; **(iv)** refrain from taking any action to rezone or re-subdivide the Property except as approved by Developer, in writing, which said approval shall be subject to the sole discretion of Developer; and, **(v)** maintain such insurance now in force on or for the Property as is currently in effect.

- 2.2.9 From and after the Effective Date, the City shall not, without obtaining the prior written consent of Developer, which may be given or withheld in Developer's sole discretion: (i) lease, sell or transfer the Property or any portion(s) thereof or any interest(s) therein; (ii) encumber or pledge the Property or any portion thereof; (iii) grant a lien or security interest in or to the Property or any portion(s) thereof; (iv) permit to exist any recorded mechanics', materialmen's, laborers' or other lien upon all or any portion of the Property, unless such lien is the result of work performed by or on behalf of Developer; or (v) in any other way affect title to the Property prior to the Closing Date.
- 2.2.10 The City has duly and validly authorized, executed and delivered this Agreement, and neither the execution and delivery of this Agreement nor the City's performance of its obligations hereunder are restricted by or violate any legal, contractual or other obligation of the City.
- 2.2.11 Except as expressly set forth in this Agreement, as of the Closing Date, there shall be: (i) no contract(s) affecting the Property or any portion(s) thereof; (ii) no contract(s) or agreement(s) for the management of either the Property or any portion(s) thereof; and, (iii) there shall be no commission(s) due or owing in connection with the City's sale of the Property to Developer as contemplated by this Agreement.
- 2.2.12 There are no assessments for public improvements against the Property which remain unpaid, including, without limitation, any assessment(s) attributable to the construction of sewer or water lines or mains, public streets, sidewalks and /or curbs.

ARTICLE III

CLOSING ON THE CONVEYANCE OF THE PROPERTY

- 3.1 **Date, Time and Place of Closing.** The City shall convey the Property unto Developer in accordance with all terms and conditions contained in this Agreement. Subject to the terms set forth in Article I, Closing shall occur at such time as agreed to by the Parties and at such place as determined by Developer, the location of which shall be provided to the City not less than five (5) days prior to the Closing Date. In consideration for Developer's performance of all its obligations under this Agreement and any related document(s) contemplated hereunder, the Parties expressly acknowledge and agree that, subject to the terms set forth in Section 1.1, at Closing, title and possession of the Property shall be conveyed and delivered by the City to Developer.
- 3.2 **Delivery of the Deed at Closing.** At Closing, the City shall deliver or cause to be delivered to Developer the special warranty Deed conveying the Property unto Developer, and Developer shall comply with the provisions set forth herein and shall further contain a covenant of special warranty and further assurances, and shall be subject to any and all publicly recorded easements for public utilities and any other publicly recorded easements, agreements, covenants and/or restrictions encumbering the Property or any portion(s) thereof. Subject to all applicable terms and conditions contained in this Agreement, upon the City's delivery of the executed Deed to Developer at Closing, Developer, at its sole

cost and expense, shall record the Deed in the Land Records for Wicomico County, Maryland.

3.3 Closing Agent. Developer shall have the option of selecting its own Title Insurance company or Title Attorney for Closing on its purchase of the Property as contemplated hereunder.

3.4 Pro-rations/Recordation Taxes. All public or governmental charges or assessments against the Property which are or may be payable on an annual basis, including all assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed on or prior to the Closing shall be adjusted and apportioned between the Parties as of the Closing Date and shall be assumed and paid thereafter by Developer, regardless of whether any such assessments have been levied as of the Closing Date. In addition, the costs of any and all state and local recordation and transfer taxes arising from the City's conveyance of the Property to Developer shall be paid by Developer at Closing.

3.5 Site Plan Approval.

3.5.1. By its execution of this Agreement, Developer hereby expressly acknowledges and agrees that, on or before Ninety (90) days after Closing, Developer shall submit a final site plan for the Project (the "**Final Site Plan**") to City DID for its review and acceptance thereof, which said Final Site Plan shall provide for the development and construction of the Project as contemplated herein and in accordance with all terms and conditions set forth herein, subject to all applicable State and local law(s), rule(s) and/or regulations(s) governing final site plans for property development. Upon City DID's acceptance of the Final Site Plan, City DID shall have the Final Site Plan promptly scheduled for consideration and approval by the Planning Commission.

3.5.2 In the event Developer shall fail or refuse, for any reason(s) whatsoever (or no reason), to submit the Final Site Plan for the Project to DID within the time limit prescribed herein, the City, at its sole discretion, may assess the Delayed Performance Penalties (as defined below) in accordance with the terms and conditions contained in Section 3.9.

3.6 Building Permit.

3.6.1 By its execution of this Agreement, Developer hereby expressly acknowledges and agrees that, on or before thirty (30) days from Final Site Plan approval as described in Section 3.5 herein, Developer shall have applied for and diligently sought from the City all building permits necessary for construction of the Project ("**Building Permit**"). The Building Permit requested by Developer in connection with the Project hereunder shall: **(i)** comply with all applicable Federal, State and local law(s), rule(s) and regulation(s) governing the construction of the improvements which are the subject of such Building Permit; and **(ii)** shall be subject to review and approval by City DID in accordance with its policies and procedures governing the issuance of building permits.

3.6.2 In the event Developer fails to obtain all Building Permit for construction of the Project within ninety (90) days from submission of a Building Permit application

as described in Section 3.6.1 due to delay(s) outside the control of Developer and which otherwise do not arise from, or relate to, any breach by Developer of its obligations hereunder, such time period set forth herein for such milestone shall be extended by one (1) day for each and every day of such delay and until such time as the Building Permit is issued by City DID to Developer.

3.6.3 In the event the Building Permit for construction of the Project is not issued by City DID to Developer within Six (6) months from the date Developer submits its request for the issuance of the Building Permit to City DID, provided such delay(s) does not arise from, or relate to, any breach by Developer of its obligations hereunder, including, but not limited to, Developer's obligation to comply with all applicable Federal, State and/or local law(s), rule(s) and/or regulation(s) governing the Building Permit for the construction of the Project, Developer shall have the right to terminate this Agreement by delivering written notice to the City, c/o Jacob R. Day, Mayor, specifying Developer's election to terminate this Agreement in accordance with this Section 3.6.3.

3.7 Certificate of Occupancy Completion.

3.7.1 Developer expressly acknowledges and agrees that Developer shall **(i)** substantially complete the Project in accordance with all terms and conditions of this Agreement, such that Developer shall have secured a Certificate of Occupancy from the City for the Project within Twenty-Four (24) Months after the Building Permit has been issued (the "**C-O Deadline**"). Subject to all applicable Federal, State and local law(s), rule(s) and regulation(s) and Developer's performance of all its obligations in accordance with all terms and conditions of this Agreement, the issuance of a Certificate of Occupancy shall not be unreasonably withheld by the City.

3.7.2 Notwithstanding any term to the contrary set forth herein, in the event Developer has not secured a Certificate of Occupancy from the City for a Certificate of Occupancy for the Project on or before the C-O Deadline, Developer may, in its sole and absolute discretion, and without incurring liability for the Delayed Performance Penalties set forth in Section 3.9, extend the C-O Deadline and the performance of Developer's obligations under Section 3.7.1, by up to Twelve (12) months (said extended time period is hereinafter referred to as the "**Extended C-O Deadline**"); provided, however, the right to extend the C-O Deadline granted to Developer under this Section 3.7.2 may be exercised by Developer only once and, if exercised by Developer, such Extended C-O Deadline shall apply to Developer's completion of the development and construction of all, and not less than all, of the improvements constituting the Project as approved by the City for issuance of the Building Permit.

3.8 Delayed Performance Penalties. Except as expressly set forth in Section 3.7.2, in the event Developer fails to perform its obligations herein, the City, at its sole discretion, may assess financial penalties (each a "**Delayed Performance Penalty**", collectively the "**Delayed Performance Penalties**") against Developer. A Delayed Performance Penalty may be assessed by the City against Developer beginning thirty (30) days from the date of written notice from the City to Developer specifying the obligation(s) Developer failed to performed in accordance with the terms and conditions contained herein (said written

notice from the City to Developer is hereinafter referred to as a “**Notice of Penalty**”). If Developer fails to cure the default(s) specified in the Notice of Penalty within Thirty (30) days from the date of delivery thereof to Developer, the City may, in its sole discretion, assess a Delayed Performance Penalty against Developer in an amount which does not exceed One Thousand and 00/100 Dollars (\$1,000.00) for each and every month Developer remains in default of its obligation(s) herein (subject to the provisions contained in Section 3.7.2, if applicable), as the case may be. Notwithstanding any term to the contrary set forth herein, the maximum aggregate amount of the Delayed Performance Penalties the City may assess against the City against Developer under this Section 3.8 shall not exceed Fifty Thousand Dollars and 00/100 (\$50,000.00).

- 3.9 **Merger.** Parties expressly acknowledge and agree that none of the provisions of this Agreement shall be merged by reason of any deed transferring title to Property to Developer or any of its successor(s)-in-interest and/or assign(s).
- 3.10 **Assignment.** Developer shall have the right to assign the rights and obligations under this Agreement to a related party without the prior written consent of the City.
- 3.11 **Cooperation.** The City shall make good faith efforts regarding the consideration of any request submitted by Developer for approval of any financing incentive(s), including by way of example only: Payment in Lieu of Taxes, Enterprise Zone designation, Comprehensive Connection Fee Waiver(s), HORIZON Program benefits, Building Permit Fee(s) Waiver(s), Riverwalk Reimbursement Program benefits, and/or public funding for public spaces.
- 3.12 **Payment in Lieu of Taxes.** The City hereby agrees to enter into a Payment in Lieu of Taxes (“PILOT”) agreement with the Developer, attached hereto as **Exhibit B**, provided the Developer constructs and operates a rental housing project for persons with low to moderate income in accordance with the guidelines of a Low Income Housing Tax Credit covenant and complying with Section 7-506.1 of the Tax Property Article of the Annotated Code of Maryland. The PILOT agreement shall provide for a reduction of the City of Salisbury real estate taxes in an amount of \$650 per unit per year for a term of forty (40) years from the date the building is granted a certificate of occupancy.

ARTICLE IV

PRE-CLOSING DEFAULT BY DEVELOPER OR THE CITY

- 4.1. **Default by Developer.** In the event Closing fails to occur by reason of Developer’s failure or refusal to perform its obligations in accordance with the terms and conditions of this Agreement, or by reason of any misrepresentation by Developer under this Agreement existing on the Closing Date (any of which shall be considered a “**Developer’s Closing Default**”), the City shall have the right assess Delayed Performance Penalties against the Developer as liquidated damages hereunder. Such remedy shall be in addition to keeping the Deposit, and the combination of such shall constitute the sole remedy of the City against the Developer for any default herein.
- 4.2. **Default by the City.** In the event Closing fails to occur by reason of the City’s failure or refusal to perform its obligations in accordance with the terms and conditions of this

Agreement, or by reason of any misrepresentation by the City under this Agreement existing on the Closing Date (any of which shall be considered a “**City’s Closing Default**”), Developer shall have the right to elect to: **(i)** terminate this Agreement by delivering written notice thereof to the City; **(ii)** waive the condition and proceed to close the transactions contained herein; or **(iii)** enforce specific performance of the City’s obligation to execute the documents required for settlement on the City’s conveyance of the Property to Developer, each of which shall be subject to all terms and conditions contained in this Agreement and any other agreement(s) to be executed by the Parties as contemplated hereunder. In the event Developer elects to terminate this Agreement upon the occurrence of any City’s Closing Default, neither party shall have any further rights, obligations or liabilities under this Agreement except for those which are expressly stated herein to survive the termination of this Agreement and any Deposit paid by the Developer shall be returned to it immediately upon its request by written notice.

ARTICLE V
MISCELLANEOUS

- 5.1 Risk of Loss to the Property.** Prior to Closing on the City’s conveyance of Property to Developer as contemplated by this Agreement, the Property shall be held at the risk of the City. In the event of substantial loss or damage to the Property prior to the Closing Date, provided such substantial loss or damage to the Property does not arise from or relate to the gross negligence or willful misconduct of Developer, Developer, within ten (10) days from the occurrence of such substantial loss or damage to the Property, shall deliver written notice to the City specifying Developer’s election to: **(i)** terminate this Agreement, in which event this Agreement, and all rights and obligations of the Parties hereunder shall terminate immediately (except for any and all rights and/or obligations of the Parties expressly stated herein to survive termination of this Agreement) and the Parties shall have no further liability whatsoever to one another; or **(ii)** affirm this Agreement, and all terms and conditions contained herein, in which event, the City shall assign to Developer any all of City’s rights under any policy or policies of insurance applicable to the Property, to the extent permitted by the City’s insurance carrier. In the event Developer fails to deliver the aforesaid written notice to the City within the time period set forth in this Section 5.1, Developer shall be deemed to have affirmed this Agreement in accordance with the terms and conditions of subsection (ii) hereof.
- 5.2 Assignment.** Except as set forth in Section 3.10, neither City nor Developer may assign this Agreement or any of their respective rights or obligations hereunder, in whole or in part, without the prior written consent of the other party. Except as set forth in Section 3.10, any attempt by a party hereto to assign this Agreement or such party’s right(s) and/or obligation(s) hereunder without the prior written consent of non-assigning party, such assignment shall be deemed void and of no force and effect in any way whatsoever.
- 5.3 Brokers.** The City and Developer each represent to the other that it has had no dealings with any broker, finder or other party concerning Developer’s acquisition of the Property as contemplated hereunder. The City and Developer each hereby agree to indemnify, protect, defend (with counsel satisfactory to the other) and hold harmless the other from and against any and all claims, liabilities, losses, damages, costs and expenses (including

reasonable attorney's fees) suffered or incurred by the other in connection with any claim arising out of the acts of the indemnifying party (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with the indemnifying party or others on its behalf). The terms of this Section 5.3 shall survive Closing or the earlier termination of this Agreement.

- 5.4 **Notice.** Any notice, request, demand, consent, approval and other communications ("Notice") under this Agreement shall be in writing, and shall be sent by personal delivery, reputable overnight courier service or certified mail, postage prepaid, return receipt requested. Each Notice shall be sent, addressed to the party for whom it is intended at its address set forth below or to such other address as it may designate for the delivery of Notices to it by giving at least five (5) days prior Notice to the other party in accordance with this Section 6.4:

If to Developer: Thomas Ayd
Green Street Housing, LLC
212 E. Main Street, Suite 200
Salisbury, MD 21801

With a copy to: John P. Custis, Esq.
Long, Badger & Sheller, LLP
124 East Main Street
Salisbury, MD 21801

If to City: City of Salisbury
c/o Julia Glanz, City Administrator
125 N. Division Street, Room 304
Salisbury, Maryland 21801

With a copy to: Ashley Bosche, Esq.
Cockey, Brennan & Maloney, P.C.
313 Lemmon Hill Lane
Salisbury, Maryland 21801

Any Notice sent by personal delivery in accordance with the foregoing shall be delivered during normal business hours and shall be deemed received when delivered or, if delivery is rejected, when delivery was attempted. Any Notice sent by overnight courier service in accordance with the foregoing shall be deemed received on the first business day following the date sent. Any Notice sent by certified mail in accordance with the foregoing shall be deemed received on the third (3rd) business day following the date mailed.

- 5.5 **Integration; Waiver.** This Agreement constitutes the entire understanding between the Parties hereto with respect to the matters set forth herein and the transactions contemplated hereunder, and all prior agreements, understandings, representations and statements, oral or written, relating to the subject matter of this Agreement, including, expressly, the

Original Land Disposition Agreement (as defined hereinabove), are merged herein and superseded and canceled by this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except in a writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party hereto of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

- 5.6 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to its conflicts of laws principles.
- 5.7 **Waiver by Jury.** EACH OF THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES TO ONE ANOTHER AND/OR ANY CLAIM, INJURY OR DAMAGE ARISING FROM OR CONSEQUENT UPON THIS AGREEMENT.
- 5.8 **Professional Fees.** In the event a party hereto brings any action or proceeding against another party hereunder by reason of any breach of any covenant, agreement or provision on the part of the other party arising out of this Agreement, then the prevailing party shall be entitled to recover from the other party all actual costs and expenses of the action or proceeding, including reasonable attorneys', accounting, engineering and other professional fees.
- 5.9 **Construction.** The captions in this Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. All references in this Agreement to Articles, Sections and Exhibits are references to the Articles and the Sections of this Agreement and the Exhibits attached hereto. This Agreement, and all the terms and conditions thereof, shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. All Exhibits attached hereto are incorporated herein by reference.
- 5.10 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors, assigns and heirs. If more than one person and/or entity shall execute this Agreement as Developer or subsequently becomes Developer hereunder, then the liability of each such person and entity hereunder, and under each document or other instrument required to be executed and delivered by Developer as contemplated by this Agreement at Closing or otherwise, shall be joint and several.
- 5.11 **Severability.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby,

and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 5.12 **No Third-Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of the City and Developer only and are not for the benefit of any third party. Accordingly, no third party shall have the right to enforce the provisions of this Agreement or any documents to be executed and delivered at or in connection with Closing.
- 5.13. **Recordation.** Developer, at its sole cost and expense, may record or otherwise place in any public record this Agreement or any memorandum or notice hereof.
- 5.14 **Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Developer shall, if requested by the City, execute acknowledgments of receipt with respect to any materials, deposits or other items delivered by the City to Developer.
- 5.15 **Recitals.** The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Agreement.
- 5.16 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals and acknowledged this Amended and Restated Land Disposition Agreement as of the date and year first above written.

WITNESS/ATTEST:

“DEVELOPER”:

Green Street Housing, LLC

By: _____ (SEAL)

Name: _____

Its: _____

THE “CITY”:

City of Salisbury, Maryland

By: _____ (SEAL)

Jacob R. Day, Mayor

Exhibit A

Description of the Project

Project Name: SBY Market Center

Parcels: “Lot 30” consisting of Map 0106, Grid 0017, Parcels 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647 and 1648

“501 Willow Street” consisting of Map 0106, Grid 0016 and Parcel 1588

Description: The project will consist of up to eighty (80) apartments, common areas and amenity spaces for the apartments and commercial space of up to 10,000 square feet. The project include two (2) five-story buildings. Each building will have 40 units. There will be a mix of 1, 2 and 3-bedroom units. One building will have the leasing office, apartment amenities and commercial space on the ground level and the other building will have four stories of apartments above ground level parking.

The apartments will all be financed, in part, by low income housing tax credits and will primarily serve households earning less than 60% of the AMI. Not less than 5% or greater than 10% of the units will be reserved for households above 60% of the AMI.

The commercial space will be used to create a public market and uses that support or compliment the public market. The public market will be designed in consultation with the City and a specialty consultant.

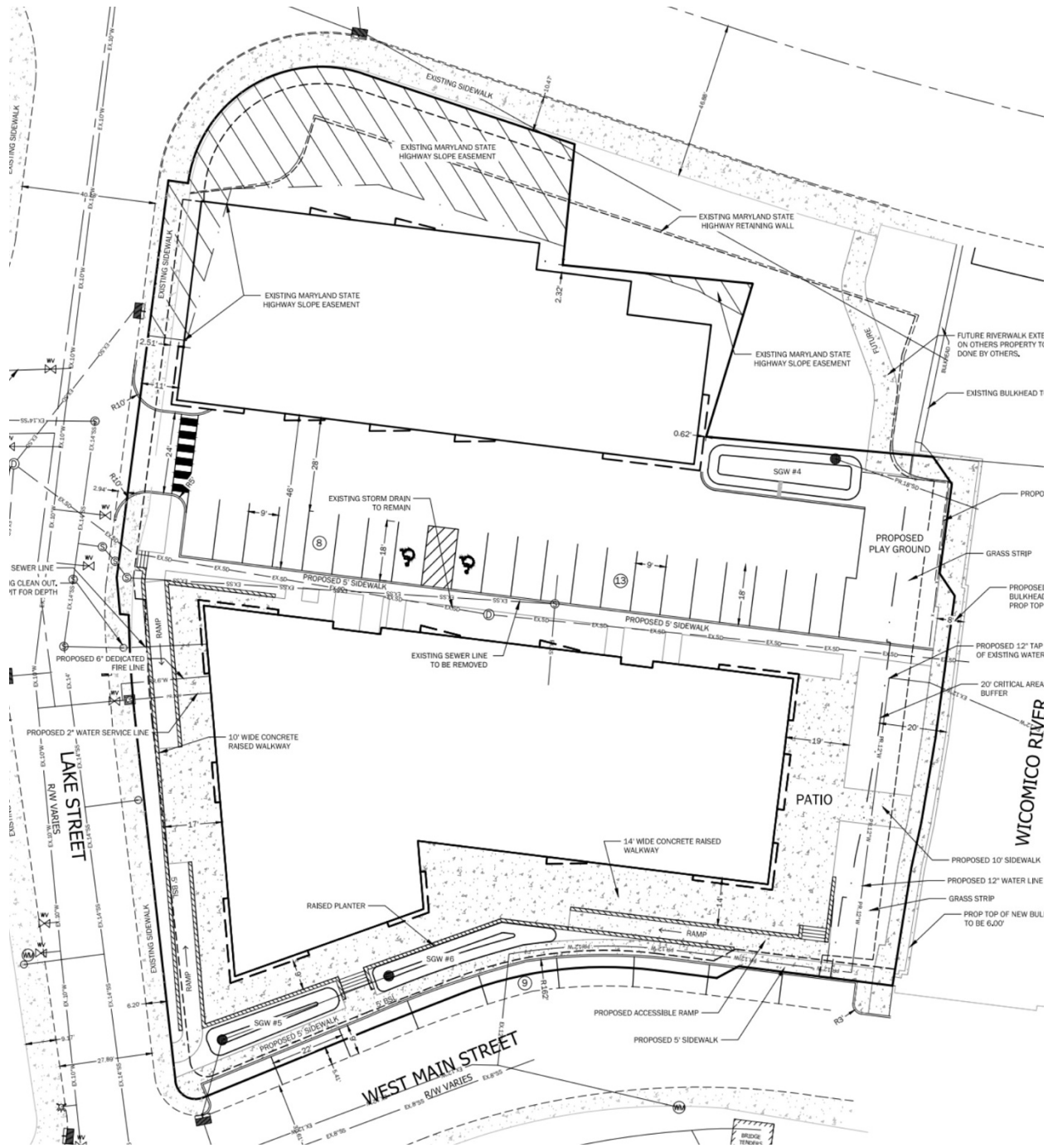
Other improvements to the project will include the raising the height of the existing bulkheading and the extension of the Riverwalk. Hard scaping and landscaping will be planned for the transition between the buildings and the Riverwalk.

Parking for the project will include a mix of on-street parking, off-street surface parking, parking under one building, and parking on the parcel known as 501 Willow Street. 501 Willow Street will be improved to provide a parking lot. The project will also have non-exclusive access to parking on the City’s Lot 33 on West Main Street.

Financing:

SBY Market Center will be financing using the “Twinning” financing strategy with a portion the property be financed using tax exempt bonds and 4% low income housing tax credits (LIHTC) and a portion of the property being financing with 9% competition LIHTC. Each financing will include additional loan financing from Maryland DHCD.

Preliminary Site Plan



Illustrative Renderings



View from West Main Street



View from Route 50 Eastbound



View from Lake Street

Exhibit B

Form of PILOT Agreement

PAYMENT IN LIEU OF TAX AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between **The City of Salisbury**, a body corporate and politic (hereinafter referred to as the “City”), and **Green Street Housing, LLC**, a limited liability company formed in the State of Maryland (hereinafter referred to as the “Owner”).

WHEREAS, the Owner proposes to develop _____, a residential development consisting of _____ rental apartment buildings, located at 401 West Main Street in Salisbury, Maryland, and identified as _____ (the “Property”), for the purposes of providing rental housing to low to moderate income households (the “Project”); and

WHEREAS, Section 7-506.1 of the Tax Property Article of the Annotated Code of Maryland, as amended, provides, among other things, that real property in the City may be exempt from City property tax if:

- (a) The real property is owned by a person engaged in constructing or operating housing structures or projects; and
- (b) The real property is used for a housing structure or project that is constructed or substantially rehabilitated under a federal, state or local government program that:
 - (1) funds construction, or insures its financing in whole or in part, or
 - (2) provides interest subsidy, rent subsidy or rent supplements; and
- (c) The Owner:
 - (1) agrees to continue to maintain the real property as rental housing for lower income persons under the requirements of the government programs and to renew any annual contributions contract or other agreement for rental subsidy or supplement; or
 - (2) enters into an agreement with the City to allow the property or portion of the property which was maintained for lower income persons to remain as housing for lower income persons for a term of at least forty (40) years; and
- (d) The Owner enters into an agreement with the City for the payment of a negotiated sum in lieu of applicable City property taxes on the Property; and

WHEREAS, the Owner plans to operate the Project as rental housing for low to moderate income households and intends to comply with Section 7-506.1 of the Tax Property Article of the Annotated Code of Maryland; and

WHEREAS, the Owner has demonstrated to the City that an agreement for payments in lieu of taxes is necessary; and

WHEREAS, pursuant to an Amended and Restated Land Disposition Agreement dated the date hereof between Green Street Housing, LLC and the City, the City agreed to enter into an agreement for payments in lieu of taxes for the Project.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: In consideration of the mutual covenants, terms and agreements hereof and pursuant to the power and authority of Section 7-506.1 of the Tax Property Article of the Annotated Code of Maryland, it is agreed as follows:

1. The Owner agrees: (1) that it will operate the Project as rental housing for low to moderate income households and will limit rents pursuant to the Extended Low Income Housing Covenant for Low Income Housing Tax Credits between the Owner and the Maryland Department of Housing and Community Development (herein the “Extended Use Covenant”); (2) it will make no less than 60 percent of the units available to households having incomes of no more than 60 percent of the area median income; and (3) that the Project qualifies and will continue to qualify in all respects under the provision of said Section 7-506.1 of the Tax Property Article of the Annotated Code of Maryland.

2. Beginning July 1, 2024, or the July 1 following the issuance of certificate of occupancy, whichever is later, the Property shall be exempt from ordinary City property taxes. The payments to be made hereunder by the Owner to the City with respect to the Project shall be in lieu of all ordinary City taxes on real property under the Tax Property Article of the Annotated Code of Maryland. The payments to be made hereunder by the Owner to the City shall be made by the Owner first and accepted by the City through the Fiscal Year 2064, or for forty years following the issuance of certificates of occupancy.

3. This Agreement shall be in effect for forty years, which is anticipated to be through **Fiscal Year 2064, ending June 2064**, and the portion of the property to be maintained for lower income persons shall remain as housing for lower income persons for a term of at least forty (40) years pursuant to Section 7-506.1(a)(2)(iv)2.

4. If at any time during the term of this Agreement, the City real property taxes are equal to or less than the amount due under the Payment in Lieu of Taxes (the “PILOT”); the Owner shall have City real property taxes payable.

5. For the **Fiscal Years 2024 through 2064**, the Owner’s annual payment in lieu of taxes shall be calculated as follows:

Owner shall make payment to the City in an amount equal to the fiscal year taxes, an amount of the assessed value of the property times the City tax rate minus (such subtracted

amount calculated as follows: \$650 x ___ units = \$_____). No credit shall be given to Owner in the event the reduction is in excess of the City tax rate.

6. By July 30th of each year, the City shall bill the Owner for the payment which is due by September 30th of that year, as set forth in this Agreement.

7. Payments due hereunder will be considered delinquent thirty (30) days after the due date of the bill sent to the Owner. Interest at the rate of one percent (1%) per month shall be charged and collected by the City on all amounts remaining unpaid thirty (30) days after the due date.

8. If, during the term of this Agreement, a Project fails to meet the requirements set forth in the above paragraph 1, then the Owner shall pay a sum equal to the total real property taxes which would have been due from the Owner in the absence of this Agreement, plus all interest, less all amounts actually paid under this Agreement.

9. If the Owner is in default for one hundred eighty (180) days for any payment required under any of the provisions of this Agreement, the City may, at its option, declare a default by providing written notice of the default to the Owner and to the holders of all mortgages or deeds of trust. If within thirty (30) days of such notice, the payments have not been brought current, then the City may, at its option, declare all amounts due as follows: a sum equal to the total real property taxes which would have been due from the Owner in the absence of this Agreement, plus all interest, if any, less all amounts actually paid under this Agreement. To enforce its rights under this paragraph, the City may renegotiate this Agreement, foreclose, or seek any other remedy available at law or in equity. Notwithstanding anything to the contrary which is or might be contained in this agreement, payments due under this paragraph shall be considered a first lien against the Property and superior to any other liens placed upon the Property and may be collected the same manner as City taxes.

10. This Agreement may be assigned to a holder of a mortgage or deed of trust in the event of a foreclosure or transfer under said mortgage or deed of trust, provided that the assignee shall be subject to the terms and conditions of this Agreement.

11. For the purposes of this Agreement, all notices shall be hand-delivered or mailed by first class mail or certified mail, return receipt requested or via overnight delivery service. Notices shall be given to the parties as follows:

TO CITY: The City of Salisbury.
 125 N. Division Street
 Salisbury, MD 21801

TO OWNER: _____

TO LENDER: Community Development Administration
7800 Harkins Road
Lanham, MD 20706
Attention: Director, Division of Credit
Assurance

Each notice that is sent by one party to the other party at the listed address shall be presumed to have been received three (3) days after the date of mailing; except when prior written notice is given by one party to the other that a party or an address has changed. Notwithstanding any provision to the contrary contained in this Agreement, any person or party not listed in this paragraph shall not be entitled to notice as may be required by this Agreement unless one party notifies the other party that additional notice shall also be sent to such person or party.

12. This Agreement shall inure to the parties hereto and their respective successors, assigns, and/or legal representatives.

13. It is understood and agreed by the execution of this Agreement that the City does not waive any rights of governmental immunity which it may have in any damage suits against it, and that the City reserves the right to plead governmental immunity in such suit in law or in equity or such pleading as is appropriate notwithstanding the execution of this Agreement.

14. This Agreement shall be governed by the Maryland law and any actions between the parties hereto shall be brought in and vest jurisdiction and venue solely in the Circuit Court for Wicomico County.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed in its name by the City Administrator, to be attested to by the Executive Assistant, and to have the City Seal affixed hereto; and the Owner has caused this Agreement to be signed in its name by its General Partner, duly attested.

[Signature on Following Page]

ATTEST:

GREEN STREET HOUSING, LLC
a Maryland limited liability company,

By: _____ (Seal)
Name: Thomas J. Ayd, Jr.
Title: Authorized Person

ATTEST:

CITY OF SALISBURY, MARYLAND

By: _____ (Seal)
Jacob R. Day, Mayor



To: All Council Members
From: Nathaniel Sansom, Special Assistant to the Mayor
Subject: Tree Removal Permit
Date: April 14, 2022

Council Members,

Advancing our City's commitment to sustainability and environmental stewardship as a Tree City USA member city, the Administration requests your consideration of this ordinance, which would amend Title 8 of the City code to create a tree removal permit requirement for the removal of certain trees.

Tree Removal Permit Requirement

Once enacted, the provisions of the ordinance would require that a tree removal permit be obtained prior to the removal of trees with a Diameter at Breast Height (DBH) of 12 or more inches. Permits would be issued by HCDD free of charge. If a tree removal company is used, the company or removal service will be responsible for obtaining a removal permit; if a tree removal company or service is not used, the property owner or tenant will be responsible for obtaining the permit.

A tree removal permit would not be required for trees with a DBH of less than 12 inches. Additionally, upon presentation of proof to HCDD, a permit would not be required for trees that are: dead or dying; diseased; of a species that has been identified as being infected with contagious, threatening diseases or infested with pests; or that present a hazardous or dangerous condition requiring immediate action for the safety of structures or human life.

Tree Replacement Requirement

Whenever a tree removal permit is issued for the removal of a tree, each tree shall be relocated or replaced by the applicant. All replacement trees shall be located on the same parcel of land from which the tree(s) was removed. Where tree relocation or replacement is not possible on the same property, the applicant shall pay a tree replacement fee into a Tree Replacement Fund. This Fund shall be managed by the Department of Field Operations, which will use these funds to offset the costs of planting trees in city-owned parks and properties.

Trees that are part of a Forest Conservation Plan authorized under the Forest Conservation will be exempt from this tree replacement requirement so long as applicants claiming this exemption provide documentation verifying their participation in an approved Forest Conservation Plan.

Recommendation

The Administration requests your consideration and adoption of this ordinance to amend Title 8 of the City Code. The provisions of this legislation are similar to measures enacted by Dearborn, Michigan, which is also a Tree City USA city.

47 **08.07.030 Definitions.**

48 **“Diameter at Breast Height” (“DBH”) means the diameter in inches of the tree measured at**
49 **four feet above the existing grade.**

50
51 **“Tree Replacement Fund” means a City fund established for maintenance, preservation, and**
52 **planting of trees within the City.**

53
54 **08.07.040 Tree removal permit.**

55 **A. Required. The removal or relocation of any tree with a DBH of 12 inches or greater on**
56 **any property without first obtaining a tree removal permit shall be prohibited.**

57
58 **B. Application. Permits shall be obtained by submitting a tree removal permit application in**
59 **a form provided by the Housing and Community Development Department, which shall**
60 **include the following information:**

- 61 **1. The owner and/or occupant of the land on which the tree is located; and**
62 **2. A description of each tree to be removed and the location thereof.**

63
64 **C. Fee. There shall be no fee for the permit application.**

65
66 **D. Review procedures. The Housing and Community Development Department shall review**
67 **all applications for tree removal permits. The Housing and Community Development**
68 **Department may impose such conditions on the manner and extent of the proposed tree**
69 **removal as are necessary to ensure that the proposed tree removal will be conducted in such**
70 **a manner as to cause the least possible damage, encroachment or interference with natural**
71 **resources and natural processes within the affected area.**

72
73 **E. If a tree removal service or company is hired to perform tree removal, the removal service**
74 **or company shall be responsible for applying for and receiving the tree removal permit. If a**
75 **tree removal service or company is not utilized, the property owner or tenant shall be**
76 **responsible for applying for and receiving the tree removal permit.**

77
78 **08.07.050 Exemptions**

79 **A. Upon presentation of proof, removal of the following does not require a tree removal**
80 **permit:**

- 81 **1. A tree that is dead or dying;**
82 **2. A tree that is diseased;**
83 **3. A species of tree that has been identified as being infected with contagious,**
84 **threatening diseases or ingested with pests; or**
85 **4. A tree the presents a hazardous or dangerous condition requiring immediate action**
86 **for the safety of structures or human life.**

87
88 **B. Proof of an exemption shall be provided to the Housing and Community Development**
89 **Department prior to removal of the tree or, in case of an emergency, at the earliest**
90 **opportunity after the tree is removed.**

91
92 **C. The Housing and Community Development Department shall confirm that removal of the**
93 **tree is exempt and does not require a tree removal permit. If the Housing and Community**
94 **Development Department determines that the tree is not exempt, the provisions of this**
95 **Chapter shall apply, including the penalties set forth in 08.07.080.**

96

97 D. Nothing in this chapter shall prohibit immediate removal of a tree which presents a
98 hazardous or dangerous condition. In such circumstance, the Housing and Community
99 Development Department shall be notified within 48 hours of removal of the tree.

100 **08.07.060 Replacement of trees; Payment to Tree Replacement Fund.**

101 A. Whenever a tree removal permit is issued for the removal of a tree, each tree shall be
102 relocated or replaced by the applicant. All replacement trees shall be located on the same
103 parcel of land from which the tree(s) was removed.

104
105 B. Where tree relocation or replacement is not possible on the same property, the applicant
106 shall pay monies into the Tree Replacement Fund. All sums payable to the Tree Replacement
107 Fund shall be paid prior to the issuance of a tree removal permit.

108
109 C. Exemption. Trees subject to a Forest Conservation Plan authorized under the Forest
110 Conservation Act shall not be subject to the provisions of 08.07.060 and need not be replaced.
111 All applicants claiming this exemption shall provide documentation verifying their
112 participation in an approved Forest Conservation Plan.

113
114 **08.07.070 Tree Replacement Fund.**

115 A. The Tree Replacement Fund is intended to provide for the off-site replacement of trees
116 and to compensate for the loss of trees due to development, construction and inadequate
117 safeguards during construction. This fund is to be used for the planting of trees in public
118 areas.

119
120 B. The amount payable to the Tree Replacement Fund per tree shall be set by the City
121 Council from time to time. The amount set by the City Council shall include the reasonable
122 cost incurred by the City in planting appropriate replacement trees on public property and
123 otherwise maintaining this program. The Tree Replacement Fund shall be administered by
124 the Department of Field Operations.

125
126 **08.07.080 Responsibility of enforcement.**

127 Compliance with this Chapter shall be enforced by Housing and Community Development
128 Department.

129
130 **08.07.090 Violations, penalties.**

131 A. Any person violating any of the provisions of this Chapter shall be guilty of a municipal
132 infraction and shall be subject to a fine not to exceed five hundred dollars (\$500.00) per
133 offense.

134
135 B. Each tree removed in violation of this chapter shall be considered a separate offense.

136
137 C. The City may issue a stop-work order or withhold issuance of a certificate of occupancy,
138 permits or inspections until the conditions of the Chapter are met. Failure to obey a stop-
139 work order shall constitute a violation of this Chapter.

140
141 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
142 **SALISBURY, MARYLAND, as follows:**

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

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

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

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

153
154 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
155 of Salisbury held on the _____ day of _____, 2022 and thereafter, a statement of the substance of
156 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council
157 of the City of Salisbury on the _____ day of _____, 2022

158 **ATTEST:**

159
160 _____
161 **Kimberly R. Nichols, City Clerk**

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

162
163 Approved by me, this _____ day of _____, 2022.

164
165 _____
166 **Jacob R. Day, Mayor**



City of Salisbury

Housing and Community
Development Department

207 W. Main Street,
Suite 102
Salisbury, Maryland
410-341-9550

TREE REMOVAL PERMIT APPLICATION – Page 1/2

Site Address: _____

Property Owner Information/Affidavit

I do hereby certify that I am the owner of the property described and that I concur with the information described in this application. I understand that I must have physical possession of the permit before beginning any work and that failure to obtain a permit may result in a court appearance ticket for a misdemeanor with possible penalties of fines for each tree removed. I agree to meet all tree replanting requirements as outlined in Chapter 8.07 of the City Code and I understand that replanting or payment in lieu of replanting is a condition of the tree removal permit. I further grant permission for the City of Salisbury and its agents, officers, and employees to enter the property for the purposes of site inspections of the proposed tree removal/replacement activity.

Owner Name:		Phone Number:	
Owner Address:	City:	State:	ZIP:
Signature of Property Owner:			Date:

Applicant / Contractor Information

Name:	Phone Number:	Fax Number:	
Address:	City:	State:	ZIP:
Email Address:			
Signature:			Date:

Tree Removal Permit

I am applying for a Standard Tree Removal Permit. If Construction Related (Construction Permit #) _____ Start Date: _____

I am applying for an Emergency Tree Removal Permit (Retroactive). I had to remove the tree(s) because there was hazardous or dangerous conditions requiring immediate action for the safety of human life or structures and there was insufficient time to obtain a permit. I am submitting this application within 7 days of the work in order to receive a retroactive Tree Removal Permit. I have included photographic evidence of the hazardous conditions that created the emergency.

NOTE: The property owner and/or the contractor may be found in violation of City ordinance if it is determined that trees were removed without a permit and the property owner or contractor is unable to demonstrate the emergency. (Ord. 12-1105)

Tree Information (If more than 4 trees, please use additional paper)	Permit Exemption Request (If Applicable)
--	--

Tree 1: Reason for removal: _____
Species : _____ Size (DBH): _____

Tree 2: Reason for removal: _____
Species : _____ Size (DBH): _____

Tree 3: Reason for removal: _____
Species : _____ Size (DBH): _____

Tree 4: Reason for removal: _____
Species : _____ Size (DBH): _____

To request an exemption, submit this form along with appropriate documentation of each Tree's condition, and indicate below which tree(s) you are requesting an exemption for.

Tree 1 Tree 2 Tree 3 Tree 4

Note: Upon presentation of proof, removal of the following does not require a tree removal permit:
- A tree that is dead or dying
- A tree that is diseased
- A species of tree that has been identified as being infected with contagious, threatening diseases or ingested with pests
- A tree the presents a hazardous or dangerous condition requiring immediate action for the safety of structures or human life.

Estimated Date of Tree Removal: _____

Estimated Date of Tree Replacement: _____



City of Salisbury

Housing and Community Development
Department

207 W. Main Street,
Suite 102
Salisbury, Maryland
410-341-9550

TREE REMOVAL PERMIT APPLICATION – Page 2/2

Salisbury is recognized as a Tree City USA certified City. The City recognizes that the protection and conservation of trees and promotion of urban forestry is a vital component of an ecosystem. Pursuant to City of Salisbury Code Chapter 8.07, a Tree Removal Permit is required to remove or relocate any tree with a DBH (diameter at breast height) of 12 inches or greater. Please see “**Application Requirements**” below. If a healthy tree is removed, the tree shall be relocated or replaced. Please see “**Tree Replacement Information**” below.

Application Requirements

1. Complete the Tree Removal Application Form
2. Property Owner Signature is required on the application form. A copy of a signed contract for the tree removal will fulfill this requirement.
3. Complete the **Site Plan** section on the application form. Include the following:
 - a. Location of all property lines and easements
 - b. Existing buildings and structures
 - c. Location of tree(s) to be removed
 - d. DBH (diameter at breast height) of tree(s) being removed
 - e. Location of tree(s) to be replaced (If tree(s) are not going to be replaced, payment to the tree fund must be made with submission of permit application)
5. There are no fees for a tree removal permit.
6. Please allow five (5) business days for processing.

Permits are emailed to the applicant upon approval. If an email address is not included on the application; the applicant will be contacted when the permit is be available for pickup at the HCDD office.

Tree Replacement Information

Replacement trees must be located on the same parcel of land on which the activity is to be conducted. Where tree relocation or replacement is not possible on the same property, \$125 per tree is to be paid into the city tree fund for tree replacement within the city.

Tree replacement shall occur on a 1:1 ratio, for each tree that is removed, a new tree must be planted on the premises, or a fee of \$ per tree removed shall be paid to the City’s Tree Replacement Fund.

In accordance with City Code Chapter 08.07.060, Trees removed within an approved Forest Conservation Plan area authorized under the Forest Conservation Act shall not be subject to the tree replacement requirement. All applicants claiming this exemption must provide documentation verifying their participation in an approved Forest Conservation Plan.

For Office Use Only: Check One Box in Section 1 and One Box in Section 2 below.

Date Submitted: ___/___/_____

1. Tree Replacement Plan Forest Conservation Plan Exemption
 Replacement Fund Contribution Documented
2. Permit Approved by: _____
- Permit Denied, Reason: _____
- Permit Not Required per Code Chapter 08.07.50 – **Appropriate documentation has been submitted**

Tree Fund Billing:

Payment into Tree Fund is required if replanting of healthy trees is not completed as required by Code Chapter 08.07.060

Date Invoice Submitted: _____
Invoice Billing Date: _____
Invoice Number: _____



To: All Council Members
From: Nathaniel Sansom, Special Assistant to the Mayor
Subject: Revisions to 5.64 – Police Directed Towing
Date: April 14, 2022

Council Members,

Overview of Current Situation

The Administration, in consultation with SPD, has proposed revisions to Chapter 5.64 of the City Code pertaining to police directed tows. Upon receiving feedback from companies that perform police directed tows, the Police Department would like to change the structure of penalties for declined calls for police directed tows.

Currently, any licensed towing company that declines three police directed tow requests within a three-month period is removed from the police directed tow list for six months; our proposed revisions would provide an escalating penalty structure. Tow companies also expressed concerns regarding compensation for additional labor and single-use materials used while performing a police directed tow. There is no mechanism through which companies can receive compensation for tows that require the use of materials to clean up debris; similarly, there is not a mechanism through which they can bill for additional labor for tows that take an extended period of time to complete.

Request

The Administration requests your consideration of this ordinance which would accomplish the following:

- Revise the structure for the suspension of towing companies who decline police directed tow calls for service. Under the new penalty structure, companies who decline or miss three tows within a calendar year will have their police directed tow license for one month. Following a one-month suspension, any company that declines or misses a total of six or more police directed tow requests within a calendar year will have their police directed tow license suspended for three months. (5.64.100 B)
- Allow tow companies request to be temporarily removed from the police directed tow list to avoid being penalized during a time in which they may be unable to perform police directed tows. (5.64.100 B)
- Require that the vehicle be towed to a storage lot/facility within 10 miles of 125 N. Division St. in Salisbury (for all standard or basic tows). (5.64.100 C)
- Create a non-reusable cleanup fee to offset the costs of single-use materials used to clean up the scene of an accident. (5.64.105 A)



- Create an additional labor fee to provide compensation for additional labor that is essential and or required for roadway cleanup (5.64.105 B)
- Require that tow companies abide by the police directed tow operator code of conduct (5.64.105 C)
- Clearly articulate when a release fee shall be charged for after-hours, weekend, or holiday vehicle releases. (5.64.110 C)
- Clarify when inside storage fees may be charged and create a self-adhesive film wrap fee. (5.64.110 D)
- Establish various requirements relating to record retention, and establish the Police Department's right to conduct a periodic review of company records to ensure compliance with regulations barring companies from holding a financial interest in another company holding a police directed tow license (5.64.120 F)
- Enumerate certain items which are not considered to be personal property for the purposes of Section 5.64.130. (5.64.130 C)
- State that magnetic signs do not satisfy the requirements of Section 5.64.140. (5.64.140 B)
- Revise Section 5.64.160 (Violations and Penalties) to state that violations of Section 5.64.100 shall be subject to penalties in accordance with the provision enumerated in Section 5.64.100. (5.64.160)

Recommendation

The Administration requests your consideration and adoption of this ordinance which was crafted to respond to various needs and concerns expressed by the Police Department and companies that perform police directed tows.

44 C. Should an otherwise approved employee be found guilty of or enter a plea of nolo
45 contendere to a felony involving any crime listed in 5.64.080A, a Part I crime said employee shall
46 immediately notify his employer who shall notify the police department within seventy-two (72)
47 hours of having been notified. The police department shall remove said employee from the list of
48 approved towing company employees.

49 D. Should the chief of police or his designee reject an employee for inclusion on the towing
50 company's list of approved employees, the owner/applicant, the towing company and the employee
51 shall have a right of appeal. This appeal shall be brought before the city administrator or his
52 designee pursuant to Section 5.64.170.

53 (Ord. No. 2188, 2-13-2012)

54 **5.64.090 Certificate of insurance to be filed by holders of police directed tow licenses.**

55 Every towing company that is licensed to conduct police directed tows, under the provisions of this
56 chapter, regardless of whether such license was issued before or after January 23, 2012, shall file
57 with the Director of Finance a certificate of insurance evidencing commercial liability insurance
58 coverage for auto liability with a minimum of one million dollars (\$1,000,000.00), with a maximum
59 of one thousand dollars (\$1,000.00) deductible, and coverage for cargo, on unhook, and garage
60 keeper's liability, with a minimum of fifty thousand dollars (\$50,000.00). Each licensee shall also
61 list the city as an additional insured. If any insurance policy lapses without replacement by another
62 insurance policy, said lapse shall be grounds for revocation of the license.

63 (Ord. No. 2188, 2-13-2012; Ord. No. 2444, 10-9-2017)

64 **5.64.100 Procedure for dispatching police directed towing companies.**

65 A. The Director of Finance shall furnish the police department with a current list of all towing
66 companies with a police directed tow license. Whenever the service of a towing vehicle shall be
67 required and a request is made to the police department for such service, the police department shall
68 dispatch to the place where the service is required, a vehicle operated by that towing company
69 whose license was first obtained and then request subsequent towing vehicles as needed on a
70 chronological and rotating basis. If a towing vehicle is not available, the next company listed
71 chronologically, in the order in which it obtained its license shall be called. If a towing vehicle does
72 not arrive at the scene of the collision, parking violation or accident within thirty (30) minutes after
73 the request is made, the officer at the scene shall notify the police department of such fact. It shall
74 contact the next towing company, etc., as if the first towing company had not been contacted.
75 Consideration will be given, however, to abnormal traffic patterns that result from adverse weather
76 conditions, emergencies or other causes. Upon arriving at the scene of an accident, the towing
77 company shall immediately remove the disabled vehicle to his storage lot or other location and
78 notify, in writing, the police officer and vehicle owner, if available, of the location and telephone
79 number of the storage lot as well as applicable towing and storage fees. If indoor storage is required,
80 then the above rules shall apply to licensed towing companies with indoor storage. In the event a
81 disabled vehicle cannot promptly and efficiently be removed from the scene of an accident, the
82 towing company may have the police department call the next-listed licensee to assist in such
83 removal.

84 B. ~~Any licensed towing company who shall decline three tow requests within a three month~~
85 ~~time period shall be removed from the police directed towing list for six months.~~ Any licensed
86 towing company that declines or misses three tow requests within a calendar year shall have
87 their police directed towing license suspended for one month. Following a one-month
88 suspension, any licensed towing company that declines or misses a total of six or more tow
89 requests within a calendar year shall have their police directed towing license suspended for
90 three months. The following situations shall be considered a declination:

91 **1. Failure to respond to the tow scene within the 30 minute on-scene timeframe.**

92 **2. Failure to respond when requested, regardless of reason.**

93 **3. Failure to answer or respond to a call for service.**

94 **4. Explicit refusal to respond.**

95 **Should a tow company need to temporarily come out of the tow rotation for a period of more**
96 **than five (5) days due to mechanical or equipment problems, sick or injured employees or a**
97 **similar issue, the tow company shall notify the Police Department in writing of the reason for**
98 **the unavailability and the anticipated duration. The Police Department shall then remove**
99 **the company from the rotation until the Department receives written communication from**
100 **the company requesting to be placed back into rotation. The tow company shall be placed**
101 **back into the tow list rotation at the bottom of the existing list.**

102 **Any licensed towing company who would like to be temporarily removed from the towing**
103 **list, may request that the Finance Department temporarily suspend their police directed tow**
104 **license. All requests for a temporary suspension shall be made in writing to the Finance**
105 **Department and the Police Department. Making such a request will remove a company from**
106 **the list of companies with a police directed tow license until such a time that the company**
107 **requests its license be reinstated. Companies may request to have their license suspended for**
108 **no less than thirty (30) days and no more than one hundred and eighty (180) days. Any**
109 **requests for a temporary suspension must include the requested police directed tow license**
110 **suspension and reinstatement dates.**

111 C. The vehicle shall be towed by the safest and shortest practical route possible from the point
112 of origin to the vehicle's destination. **For all standard or basic tows, the vehicle shall be towed**
113 **to a storage lot or facility that is located no more than ten miles from 125 North Division**
114 **Street in Salisbury.**

115 D. If a department or agency of the city, a public utility or similar entity requests the relocation
116 of a vehicle from a work zone to a nearby street parking area, the police department shall follow
117 the procedure set forth in Paragraph A above. The fee for an emergency vehicle relocation shall be
118 established by ordinance and shall be at the expense of the requesting city department or agency,
119 public utility or similar entity.

120 E. No towing company shall, in any way, solicit towing business **at a scene involving either**
121 **a traffic accident or a police directed tow**, nor shall any such towing company attempt to take
122 any vehicle in tow unless he or it shall have been summoned by the owner/operator of the vehicle
123 requiring the tow or the city police department.

124 F. No towing company that is summoned by the owner/operator of the vehicle requiring the
125 tow shall attempt to take a vehicle in tow unless the towing company can respond within thirty (30)
126 minutes.

127 G. If a vehicle to be towed is gone upon the arrival of a towing company called from the police
128 directed tow list, the towing company shall remain at the top of the list to receive the next police
129 directed tow call.

130 (Ord. No. 2188, 2-13-2012; Ord. No. 2444, 10-9-2017)

131 **5.64.105 - Operations on scene of a Police Directed Tow.**

132 **A. The licensed towing company shall be required in accordance with the law to clean**
133 **the roadway of debris of a crash scene. A non-reusable cleanup materials fee may be charged**
134 **and a copy of the purchase invoice for the non-reusable cleanup material must be kept on file**
135 **and available for examination for two years. This fee is intended to offset the cost of single-**

136 use materials used to clean up the scene of the accident and to remove accident-related debris.
137 A non-reusable cleanup materials fee may be assessed no more than once per tow call. This
138 fee shall be established from time to time by ordinance.

139 B. If additional labor is essential and or required for roadway cleanup, such additional
140 labor shall be provided by the licensed towing company. An invoice detailing the reason for
141 the necessity of the labor and the type of work conducted shall be kept on file and available
142 for examination for two years. This fee shall be established from time to time by ordinance.

143 C. Licensed towing company operators and owners shall comply with the established
144 police directed tow operator code of conduct. Failure to do so may result in penalties in
145 accordance with section 5.64.160 .

146 **5.64.110 Release from storage.**

147 A. A licensed towing company holder of a police directed tow license shall be required to
148 release all police directed tows disabled vehicles during the regular business day. Each licensed
149 towing company must accept cash, certified checks, money orders, debit and at least two major
150 credit cards (Mastercard, Visa, American Express, or Discover) for payment. If a towing company
151 fails to accept the listed forms of payment, a five hundred dollar (\$500.00) fine will be issued for
152 the first offense and a fine not to exceed one thousand dollars (\$1,000.00), will be issued for the
153 second and subsequent offenses.

154 B. A licensed towing company shall ~~must~~ provide storage lot staff on site to allow vehicle
155 owners timely access to their vehicles during the regular business day. If a vehicle owner is unable
156 to obtain timely release of a vehicle from storage within two hours of the initial request during the
157 regular business day, and the police department is notified by the vehicle owner, and the violation
158 is verified by the police department, then storage fees shall cease on the date of notification by the
159 vehicle owner.

160 C. Whenever a vehicle is released from the storage lot of a licensed towing company on
161 weekends, evenings (6:00 pm to 9:00 am), or state and federal holidays, a release fee shall be
162 charged to the vehicle owner. This charge shall be established from time to time by
163 ordinance. If a licensed tow company refuses to release a vehicle during evenings, weekends
164 or state and federal holidays, then no storage fees shall be permitted for each day the release
165 is refused.

166 D. Inside storage of a vehicle shall only be at the request of the vehicle owner, operator
167 or law enforcement, or if essential or necessary to preserve the condition of the vehicle. If
168 indoor storage is the licensed towing company's only method of storage available, then the
169 inside storage shall be charged at the outside storage rate. If, at the request of the vehicle
170 owner, operator or law enforcement and in order to preserve the condition of the vehicle
171 where inside storage is not available, an application of self-adhesive film (for example: Crash
172 Wrap) may be used on the area of the vehicle which is open to the elements. If a vehicle must
173 be wrapped in order to be safely transported, a licensed towing company may apply a self-
174 adhesive film and charge a self-adhesive film wrap fee. This fee shall be established from time
175 to time by ordinance. Photographic evidence of the self-adhesive film on the specified vehicle
176 shall be kept on file with the invoice and available for inspection

177 (Ord. No. 2188, 2-13-2012)

178 **5.64.120 Fees for towing and storage for police directed tows.**

179 Fees for towing and storage for police directed tows shall be established from time to time by ordinance.

180 A. Every police directed towing company engaged in towing vehicles shall, at the time of its
181 application for a license, pursuant to Section 15.64.030, file with the Director of Finance, a
182 statement that it will charge the standard towing and storage fees adopted by ordinance.

183 B. A police directed towing company shall not charge fees for towing, storage, or release of
184 vehicles of less than 10,000 GVW, other than those adopted by ordinance.

185 C. A police directed towing company shall post a list of current city council approved towing
186 and storage fees in a conspicuous place at its storage facility using a sign substantially similar to
187 that approved by the chief of police.

188 D. A list of current towing and storage fees shall be given to the vehicle owner/operator, if
189 available, at the scene of the tow by the tow truck operator. Should the vehicle owner/operator not
190 be available at the scene, a list of current towing and storage fees shall be given to the officer in
191 charge of the scene.

192 E. Vehicle owners may not abandon vehicles at a city licensed facility. Leaving a vehicle at a
193 tow facility for more than two weeks shall constitute abandonment. Abandoning a vehicle may
194 result in forfeiture of the vehicle, criminal and/or civil prosecution including a municipal fine of up
195 to one thousand dollars (\$1,000.00), plus court and recovery costs. In cases of police impounded
196 vehicles, the two-week time period begins on the day following the release of the vehicle by the
197 police department.

198 **F. All approved tow companies engaging in police directed towing shall maintain**
199 **adequate records to allow expeditious periodic review of their compliance with this chapter.**
200 **Such records must include, but are not limited to, sequentially numbered invoices, a copy of**
201 **which shall be provided to each customer and a copy of which must be retained for a period**
202 **of at least two (2) years by the tow company. In addition, the City Police Department may**
203 **conduct periodic reviews of the financial records of any tow company holding a police**
204 **directed tow license to ensure it is not directly or indirectly financially interested in any other**
205 **licensed police directed towing company as required by 5.64.70.**

206 (Ord. No. 2188, 2-13-2012; Ord. No. 2444, 10-9-2017)

207 **5.64.130 Release of vehicles removed at the order of the police department.**

208 A. Vehicles removed at the order of the police department may not be released until approved
209 by the police department and until the payment of all fines and fees has been made. In the case of
210 city parking regulations, this requirement applies uniformly to all:

- 211 1. Motor vehicles not registered in the state of Maryland;
- 212 2. Motor vehicles registered in the state of Maryland;
- 213 3. Motor vehicles registered in the state of Maryland to leasing companies and rental
214 agencies;
- 215 4. Nonregistered motor vehicles.

216 B. Vehicles shall be stored for a minimum of two weeks unless released as set forth above.
217 After two weeks of storage, the vehicle may be removed from storage by the licensed towing
218 company with written approval of the police department. No abandoned vehicle shall be scrapped
219 except in accordance with Maryland State Law.

220 C. Personal property of owners/companies not attached to the vehicle shall be immediately
221 returned to owners/companies upon owner's/company's request, unless the police department
222 requires retention of the personal property not attached to the vehicle. **Example of items which**

223 are not considered personal property for the purposes of this section include but are not
224 limited to: stereos, batteries, license plates, etc.

225 D. No vehicle shall be released to the owner or the owner's authorized agent until proof of
226 ownership and a valid identification is provided to the towing company.

227 (Ord. No. 2188, 2-13-2012)

228 **5.64.140 Signs required on vehicles.**

229 On each side of every towing vehicle there shall be legibly inscribed the name, telephone number,
230 and address of the owner and the department of transportation number of each towing vehicle.
231 Letters and numerals required by this section shall:

232 A. Be visible from a distance of fifty (50) feet during daylight hours;

233 B. Be permanently affixed on or applied to the towing vehicle. Magnetically affixed or
234 applied signs do not satisfy this requirement;

235 C. Be in letters that contrast sharply in color with the background on which the letters are
236 placed;

237 D. Comply with Maryland Vehicle Law 22-404.3.

238 (Ord. No. 2188, 2-13-2012)

239 **5.64.150 Unlawful to provide bail if holding a police directed tow license.**

240 It is unlawful for any towing company holding a police directed tow license to offer to secure or
241 provide bail or to enter into any agreement, oral or written, to secure or provide bail or to arrange
242 for the providing of bail for any person involved in a motor vehicle collision or accident in the city,
243 with the exception that this section shall not apply to bona fide automobile clubs, associations or
244 insurance companies.

245 (Ord. No. 2188, 2-13-2012)

246 **5.64.160 Violations—Penalties.**

247 Any towing company ~~that violates any of the provisions of this chapter shall be subject to license~~
248 ~~suspension for up to ninety (90) days, for a first offense, or revocation for up to one year, for a~~
249 ~~second offense, by the chief of police. No new license shall be issued during a period of suspension~~
250 ~~or revocation. In addition, any towing company, its employees and agents who shall violate any of~~
251 ~~the provisions of this chapter, other than the provisions of chapter 5.64.100 (B) concerning tow~~
252 declinations, shall be guilty of a civil infraction and shall be subject to a fine not to exceed five
253 hundred dollars (\$500.00) for a first violation or one thousand dollars (\$1,000.00) for subsequent
254 violations. Any towing company, its employees and agents found guilty of perjury under Maryland
255 Criminal Law Title 9 shall be subject to imprisonment not exceeding ten years. Any towing
256 company, its employees, and agents who shall violate the provisions of chapter 5.64.100 (B)
257 shall be subject to license suspension in accordance with the provisions enumerated in chapter
258 5.64.100.

259 (Ord. No. 2188, 2-13-2012)

260 **5.64.170 Appeal.**

261 Any towing company whose license is suspended or revoked by the chief of police or an
262 owner/applicant whose application is rejected, or a towing company and its employee who has been
263 rejected may appeal that decision to the city administrator in writing within ten days of the date of
264 the decision. Within twenty-one (21) days after receipt of the appeal, the city administrator or his
265 designee shall review the file, hear any testimony the city administrator or his designee deems

266 necessary, and render a written decision either affirming, reversing, or modifying the decision of
267 the chief of police. Failure to file a timely appeal shall constitute an acceptance of the police chief's
268 action.

269 (Ord. No. 2188, 2-13-2012)

270 **5.64.180 Severability.**

271 Severability is intended throughout and within the provisions of the ordinance. If any section,
272 subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or
273 unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity
274 of the remaining portions of this ordinance.

275 (Ord. No. 2188, 2-13-2012)

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

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

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

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

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

288 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
289 of Salisbury held on the _____ day of _____, 2022 and thereafter, a statement of the substance of
290 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council
291 of the City of Salisbury on the _____ day of _____, 2022

292 **ATTEST:**

293

294

295 _____
296 **Kimberly R. Nichols, City Clerk**

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

297 Approved by me, this _____ day of _____, 2022.

298

299

300 _____
301 **Jacob R. Day, Mayor**

301

302



To: All Council Members
From: Nathaniel Sansom, Special Assistant to the Mayor
Subject: Vacancy Fees – Chapter 15.22 Revisions
Date: April 14, 2022

Council Members,

The Administration remains committed to ensuring that Salisbury remains the safe and welcoming place we are proud to call “home.” Unfortunately, throughout the City, some homes and businesses sit vacant for extended periods. As these properties remain vacant, the risk posed by potential public safety concerns increases.

Overview of Current Situation

Currently, the City charges a flat rate of \$200/year to list a building on the vacant building registry (15.22.040). All buildings that have been vacant for more than 180 consecutive days are required to file a form with HCDD to be included on the registry. In addition to this registration requirement, condemned buildings are required to register within 30 days of condemnation.

Request

We seek to amend Chapter 15.22 of the City Code to require an annual inspection of all buildings on the vacant building registry maintained by HCDD which have been vacant for more than 180 consecutive days. The Administration is also seeking to require the registration of vacant non-residential land upon which there is no ongoing, permitted construction.

In addition to the changes proposed in the ordinance, the Administration also intends to suggest related revisions to the annual fee schedule, which will be submitted to you for your consideration later this month as the budget hearings commence.

Recommendation

The Administration requests your consideration and adoption of this ordinance.

47 vacant ~~buildings~~ **properties** in the city to assess the effects of the condition of those ~~buildings~~
48 **properties** on nearby businesses and the neighborhoods in which they are located, particularly in
49 light of fire safety hazards and unlawful, temporary occupancy by transients, including illicit drug
50 users and traffickers, and to promote substantial efforts to rehabilitate such vacant ~~buildings~~
51 **properties**.
52 (Ord. 2017 § 1 (part), 2006)
53

54 **15.22.030 Definitions.**

55 The following definitions shall be used in the construction and interpretation of this chapter:

56 **“Building” means a structure of any kind constructed for the shelter, support, or enclosure**
57 **of persons, animals, chattels, or operations.**

58 "Director" means the director of the Housing and Community Development Department.

59 "Occupied" means a building shall be deemed to be occupied if one or more persons actually
60 conduct business or reside in all or any part of the building as the legal or equitable owner-
61 occupant(s) or tenant(s) on a permanent, nontransient basis. For purposes of this section, evidence
62 offered to prove that a building is occupied may include, but shall not be limited to, the regular
63 receipt or delivery of regular mail through the U.S. Postal Service; proof of continual telephone,
64 electric, gas, heating, water and sewer services; or the most recent, federal, state, or city income tax
65 statements indicating that the subject property is the official address of the person or business
66 claiming occupancy.

67 "Owner" has the meaning set forth in Section 15.24.030.

68 "Person" means any individual, partnership, firm, corporation, association or other legal entity of
69 whatsoever kind and nature.

70 **“Lot” means an unimproved individual parcel of real property. “Lot” shall not include**
71 **unimproved real property which has ongoing, permitted construction.**

72 "Vacant" means no person or persons actually, currently conduct a lawfully licensed business, or
73 lawfully reside or live in any part of the building as the legal or equitable owner(s) or tenant-
74 occupant(s), on a permanent, nontransient basis. **With respect to lots, “vacant” means**
75 **unimproved by an assessed building.**

76 (Ord. 2017 § 1 (part), 2006)

77 (Ord. No. 2456, 10-9-2017)
78

79 **15.22.040 Vacant building property registration.**

80 A. Applicability. The requirements of this section shall be applicable to each owner of a building
81 **or lot** that shall have been vacant for more than one hundred eighty (180) consecutive days, except
82 that a condemned building shall be registered within thirty (30) days after notice that the building
83 official has condemned the structure pursuant to Chapter 15.24 herein.

84 B. Registration. Each such owner of a vacant building **or lot** shall file a registration form **and pay**
85 **an annual fee** with the Housing and Community Development Department **each year**. The
86 registration form shall include the street address of each such vacant building **or lot**, the names and
87 addresses of all owners, as hereinafter described, and any other information deemed necessary by
88 the director. The registration **and annual** fee(s) as required by subsection (C) shall be billed by the
89 Housing and Community Development Department and shall be paid by ~~June~~ **August** 1st of each
90 year.

91 1. If the owner is a corporation, the registration statement shall provide the names and residence
92 addresses of all officers and directors of the corporation;

93 2. If the owner is an estate, the registration shall provide the name and business address of the
94 personal representative of the estate;

95 3. If the owner is a trust, the registration shall provide the names and address of all trustees, grantors
96 and beneficiaries;

97 4. If the owner is a partnership, the registration shall provide the names and residence addresses of
98 all partners with an interest of ten percent or greater;

99 5. If the owner is any other form of unincorporated association, the registration shall provide the
100 names and residence addresses of all principals with an interest of ten percent or greater;

101 6. If the owner is an individual person, the registration shall provide the name and address of that
102 individual person;

103 7. If none of the persons listed in subsections (B)(1) through (B)(6) has an address in this state, the
104 registration statement also shall provide the name and address of a person who resides within the
105 state and who is authorized to accept service of process on behalf of the owner(s) and who shall be
106 designated as a responsible, local party or agent, both for purposes of notification in the event of
107 an emergency affecting the public health, safety or welfare and as herein authorized and connection
108 herewith.

109 C. Registration **and Annual** Fees. The **registration and annual** fees ~~for registration~~ of vacant
110 buildings **and lots** shall be set by the city council from time to time. **The registration fee shall be**
111 **paid once, at the time the property is registered. The annual fee is a reoccurring fee each**
112 **year until such time as the property is no longer vacant.**

113 **D. Inspection. All vacant buildings that remain on the vacant property registry for more**
114 **than one fiscal year shall be subject to an annual inspection. This annual inspection shall**
115 **consist of both an internal and external inspection of any structures located on the property.**
116 **The fee for this annual inspection shall be established by the city council from time to time.**

117 (Ord. 2017 § 1 (part), 2006)

118 (Ord. No. 2348, 8-10-2015; Ord. No. 2456, 10-9-2017)

119
120 **15.22.050 Transfer.**

121 To transfer a vacant building **or lot** registration from one property owner to another, the owner
122 shall give written notice, including the name and address of the transferee to the Housing and
123 Community Development Department at least forty-eight (48) hours prior to any transfer of the
124 registered property. The transferee must make application to the Housing and Community
125 Development Department and pay the required fee for a transfer of a registration within thirty (30)
126 days after the transfer of the property.

127 (Ord. 2017 § 1 (part), 2006)

128 (Ord. No. 2456, 10-9-2017)

129
130 **15.22.060 Failure to register or pay annual fee.**

131 A. Failure to timely register a vacant building **or lot**, **pay an annual or registration fee**, notify the
132 director of transfer of a vacant building **or lot**, or transfer a registration pursuant to this chapter
133 shall result **in a violation in accordance with Section 15.22.090 of this chapter** ~~in the issuance~~
134 ~~of a nonregistration fee as adopted by ordinance of the council from time to time. Prior to assessing~~
135 ~~the non registration fee, the director shall issue a notice to the owner advising him of the~~
136 ~~requirements of this chapter and the fees due as of the date of the notice. If the owner fails to register~~
137 ~~a property within thirty (30) days after said notice, the director shall assess a non registration fee~~
138 ~~and send notice thereof to the owner.~~

139 B. If the full amount of any fees due to the city is not paid by the owner within thirty (30) days after
140 the notice thereof, the director shall cause to be recorded in the finance department the amount of
141 fees due and owing, and such amount will be carried on the records of the city of Salisbury and
142 shall be collectible in the same manner as real estate taxes are collected.
143 (Ord. 2017 § 1 (part), 2006)
144

145 **15.22.070 Prohibited occupancy.**

146 Vacant buildings required to be registered pursuant to this chapter shall not again be occupied
147 unless a certificate of occupancy has been issued by the director.
148 (Ord. 2017 § 1 (part), 2006)
149

150 **15.22.080 Appeals procedure.**

151 A. Any person wishing to appeal a determination of the Housing and Community Development
152 Department shall file a written notice of appeal with the director within thirty (30) days after the
153 department's action. The notice shall contain a statement of the grounds for the appeal. The notice
154 of appeal shall be accompanied by a fee of one hundred dollars (\$100.00).

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

158 C. When hearing appeals under this chapter, the board shall follow the procedures set forth in
159 Chapter 15.24 of this code.
160 (Ord. 2017 § 1 (part), 2006)
161 (Ord. No. 2456, 10-9-2017)
162

163 **15.22.090 Violations—Penalties.**

164 A. Any person found in violation of the provisions of this chapter shall be guilty of a municipal
165 infraction and shall be subject to a fine not to exceed five hundred dollars (\$500.00) per violation.
166 Each day a violation remains uncorrected is a separate violation subject to an additional citation
167 and fine.
168 (Ord. 2017 § 1 (part), 2006)
169

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

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

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

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

181 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.
182

183 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
184 of Salisbury held on the _____ day of _____, 2022 and thereafter, a statement of the substance of
185 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council
186 of the City of Salisbury on the _____ day of _____, 2022

187 **ATTEST:**

188

189

190 _____
Kimberly R. Nichols, City Clerk

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

191

192 Approved by me, this _____ day of _____, 2022.

193

194

195 _____
Jacob R. Day, Mayor

196

197



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

TO: City Council
FROM: Julia Glanz, City Administrator
SUBJECT: Charter Amendment Resolution No. 2022-1
DATE: April 12, 2022

The attached Charter Amendment Resolution has been prepared with guidance from the National Conference of State Legislatures, in order to update the City Charter with the new district boundaries created as a result of the 2020 Census. These recommended changes will ensure proper apportionment of the City's population within district boundaries.

42 River to Mill St.; thence proceeding southwesterly along Mill St. to Riverside Dr.; thence proceeding
43 southerly along Riverside Dr. to Wicomico St.; thence proceeding easterly along Wicomico St. to
44 Camden Ave.; thence proceeding southerly along Camden Ave. to Maryland Ave.; thence proceeding
45 easterly along Maryland Ave. to Light St.; thence proceeding northerly along Light St. to Newton St.;
46 thence proceeding easterly along Newton St. to Waverly Dr.; thence proceeding southerly along
47 Waverly Dr. to Ohio Ave.; thence proceeding easterly along Ohio Ave. to S. Salisbury Blvd.; thence
48 proceeding southerly along S. Salisbury Blvd. to Roland St.; thence proceeding easterly along Roland
49 St. and the extension of Roland St. to the railroad track: thence proceeding southerly along said
50 railroad track to a point where an extension of Lee St. would intersect the railroad track: thence
51 proceeding easterly along the extension of Lee St. to its street bed: thence continuing easterly along
52 Lee St. to Eastern Shore Dr.; thence proceeding northerly along Eastern Shore Dr. to Morris Ln.;
53 thence proceeding westerly along Morris Ln. and its extension to the railroad track: thence proceeding
54 northerly along the railroad track to Washington St.; thence proceeding easterly along Washington St.
55 to Eastern Shore Dr.; thence proceeding northerly along Eastern Shore Dr. to E. Vine St.; thence
56 proceeding easterly along E. Vine St. to Madison St.; thence proceeding southerly along Madison St.
57 to Washington St.; thence proceeding easterly along Washington St. to Roger St.; thence proceeding
58 southerly along Roger St. to Bethel St.; thence proceeding easterly along Bethel St. to Spring Ave.;
59 thence proceeding southerly along Spring Ave. to E. Lincoln Ave.; thence proceeding easterly along
60 E. Lincoln Ave. to Green Mor Ave.; thence proceeding southerly along Green Mor Ave. to Princeton
61 Ave.; thence proceeding westerly along Princeton Ave. to Spring Ave.; thence proceeding northerly
62 along Spring Ave. to Pryor Ave.; thence proceeding westerly along Pryor Ave. to S. Division St.;
63 thence proceeding southerly along S. Division St. to Carrolton St.; thence proceeding easterly along
64 Carrolton St. to Marion St.; thence proceeding southerly along Marion St. to E. College Ave.; thence
65 proceeding westerly along E. College Ave. to its intersection with S. Division St.; thence proceeding
66 westerly along W. College Ave. to S. Salisbury Blvd.; thence proceeding northerly along S. Salisbury
67 Blvd. to Pinehurst Ave.; thence proceeding westerly along Pinehurst Ave. to Hanover St.; thence
68 proceeding northerly along Hanover St. to Monticello Ave.; thence proceeding westerly along
69 Monticello Ave. to Smith St.; thence proceeding northerly along Smith St. to Middle Blvd.; thence
70 proceeding westerly along Middle Blvd. to Camden Ave.; thence proceeding northerly along Camden
71 Ave. to Virginia Ave.; thence proceeding westerly along Virginia Ave. to Oak Hill Ave.; thence
72 proceeding northerly along Oak Hill Ave. to Georgia Ave.; thence proceeding westerly along Georgia
73 Ave. to Riverside Rd.; thence proceeding southwesterly along Riverside Rd. to Georgia Ave.; thence
74 proceeding northwesterly along Georgia Ave. to Riverside Dr.; thence proceeding southwesterly along
75 Riverside Dr. to Ridge Rd.; thence proceeding northwesterly along Ridge Rd to Terrie Ct.; thence
76 proceeding northerly along Terrie Ct. to a point on the boundary line between the properties known
77 as 798 Terrie Ct. and 800 Terrie Ct.; thence proceeding northerly along said boundary line to the
78 southeasterly shoreline of the Wicomico River: thence proceeding northeasterly along said shoreline
79 to a point on the extension of the centerline of Alabama Ave.; thence proceeding northwesterly with
80 said extension of Alabama Ave.. crossing the Wicomico River to its northwesterly shoreline: thence
81 proceeding southerly along the northwesterly shoreline of the Wicomico River to the point of
82 beginning.

83 Second District.

84 All of that portion of Wicomico County bounded and described as follows: Beginning at the point of
85 intersection of S. Division St. and Carrolton St.; thence proceeding northerly along S. Division St. to
86 Pryor Ave.; thence proceeding easterly along Pryor Ave. to Spring Ave.; thence proceeding southerly
87 along Spring Ave. to Princeton Ave.; thence proceeding easterly along Princeton Ave. to Green Mor
88 Ave.; thence proceeding northerly along Green Mor Ave. to E. Lincoln Ave.; thence proceeding
89 westerly along E. Lincoln Ave. to Spring Ave.; thence proceeding northerly along Spring Ave. to
90 Bethel St.; thence proceeding westerly along Bethel St. to Roger St.; thence proceeding northerly
91 along Roger St. to Washington St.; thence proceeding westerly along Washington St. to Madison St.;

92 thence proceeding northerly along Madison St. to E. Vine St.; thence proceeding westerly along E.
93 Vine St. to Eastern Shore Dr.; thence proceeding northerly along Eastern Shore Dr. to the extension
94 of the centerline of Elmwood St.; thence proceeding easterly along said extension of Elmwood St. to
95 Oak St.; thence proceeding northerly along Oak St. to W. Carroll St.; thence proceeding easterly along
96 W. Carroll St. to Franklin Ave.; thence proceeding northerly along Franklin Ave. to Buena Vista Ave.;
97 thence proceeding easterly along Buena Vista Ave. to Snow Hill Rd.; thence proceeding southeasterly
98 along Snow Hill Rd. to Sheffield Ave.; thence proceeding northerly along Sheffield Ave. to Richwil
99 Dr.; thence proceeding easterly along Richwil Dr. to Beaver Dam Dr.; thence proceeding northerly
100 along Beaver Dam Dr. to S. Park Dr.; thence proceeding westerly along S. Park Dr. to Beaver Dam
101 Dr.; thence proceeding northerly along Beaver Dam Dr. to its intersection with Glen Ave.; thence
102 proceeding northeasterly along Parkway Ave. to Long Ave.; thence proceeding northerly along Long
103 Ave. to E. Main St.; thence proceeding westerly along E. Main St. to Davis St.; thence proceeding
104 northerly along Davis St. to E. Salisbury Pkwy.; thence proceeding westerly along E. Salisbury Pkwy.
105 to Ward St.; thence proceeding northerly along Ward St. to E. William St.; thence proceeding westerly
106 along E. William St. to E. Railroad Ave.; thence proceeding northerly along E. Railroad Ave. to Brown
107 St.; thence proceeding northeasterly along Brown St. to the second railroad crossing; thence
108 proceeding southeasterly along the Norfolk Southern Railway to Truitt St.; thence proceeding
109 northerly along Truitt St. to Mabel Ave.; thence proceeding easterly along Mabel Ave. to Decatur
110 Ave.; thence proceeding northerly along Decatur Ave. to Johnson St.; thence proceeding westerly
111 along Johnson St. to Homer St.; thence proceeding northerly along Homer St. to N. Division St.;
112 thence proceeding easterly along N. Division St. to Hammond St.; thence proceeding easterly along
113 Hammond St. to Middleneck Dr.; thence proceeding easterly along Middleneck Dr. to Bryn Mawr
114 Dr.; thence proceeding southerly along Bryn Mawr Dr. to Hammond St.; thence proceeding southerly
115 along Hammond St. to Brittingham St.; thence proceeding easterly along Brittingham St. to
116 Christopher St.; thence proceeding southerly along Christopher St. to Harrington St.; thence
117 proceeding westerly along Harrington St. to Hammond St.; thence proceeding southerly along
118 Hammond St. to the Norfolk Southern Railway; thence proceeding easterly along the Norfolk
119 Southern Railway to a point opposite Harden Ct.; thence proceeding southeasterly to a point at the
120 westerly end of Robert St.; thence proceeding easterly along Robert St. to Young Ave.; thence
121 proceeding southerly along Young Ave. to E. Church St.; thence proceeding westerly along E. Church
122 St. to N. Saratoga St.; thence proceeding southerly along N. Saratoga St. to Phillips Ave.; thence
123 proceeding westerly along Phillips Ave. to Priscilla St.; thence proceeding northerly along Priscilla
124 St. to E. Church St.; thence proceeding westerly along E. Church St. to Truitt St.; thence proceeding
125 southerly along Truitt St. to E. Salisbury Pkwy.; thence proceeding easterly along E. Salisbury Pkwy.
126 1.080 feet to a point: thence proceeding southerly to the northwest corner of an enclave area known
127 as the "Civic Center Enclave Area" on the Salisbury Corporate Limit Line: thence proceeding
128 southerly along the Salisbury Corporate Limit Line to its second intersection with Glen Ave.; thence
129 proceeding easterly along Glen Ave. to Emory Ct.; thence proceeding southerly along Emory Ct. to
130 Hannibal St.; thence proceeding westerly along Hannibal St. to N. Park Dr.; thence proceeding
131 southerly along N. Park Dr. to Beaglin Park Dr.; thence proceeding southerly along Beaglin Park Dr.
132 to the Salisbury Corporate Limit Line at S. Schumaker Dr.; thence proceeding westerly along the
133 Salisbury Corporate Limit Line to Beaglin Park Dr.; thence proceeding westerly along Beaglin Park
134 Dr. to Snow Hill Rd.; thence proceeding southeasterly along Snow Hill Rd. to Robins Ave.; thence
135 proceeding southwestwardly along Robins Ave. to the Salisbury Corporate Limit Line: thence proceeding
136 westerly along the Salisbury Corporate Limit Line to Onley Rd.; thence proceeding easterly along
137 Onley Rd. to a point at the boundary line between the Wicomico County Board of Education (Bennett
138 Sr. High School) and the State of Maryland (Holly Center): thence proceeding northerly along said
139 boundary line to a point 20 feet south of the Salisbury Corporate Limit Line: thence proceeding
140 westerly in a line parallel to E. College Ave. 460 feet. more or less. to a point due south of where the
141 westerly right-of-way line of Adams Ave. would intersect E. College Ave.; thence proceeding due
142 north to E. College Ave.; thence proceeding westerly along E. College Ave. to Spring Ave.; thence

143 proceeding northerly along Spring Ave. to an alley; thence proceeding westerly along the alley to
144 Cecil St.; thence proceeding southerly along Cecil St. to E. College Ave.; thence proceeding westerly
145 along E. College Ave. to Roger St.; thence proceeding northerly along Roger St. to the alley; thence
146 proceeding westerly along the alley to Marion St.; thence proceeding northerly along Marion St. to
147 Carrolton St.; thence proceeding westerly along Carrolton St. to the point of beginning.

148 Third District.

149 All of that portion of Wicomico County bounded and described as follows: Beginning at the southwest
150 corner of the Salisbury Corporate Limit. said point being the intersection of the Salisbury Corporate
151 Limit Line and the southeasterly shoreline of the Wicomico River: thence proceeding northwesterly
152 with said Corporate Limit Line across the Wicomico River to a point on the northwesterly shoreline
153 of said river: thence continuing northerly with the Salisbury Corporate Limit Line to a point on the
154 northwest shoreline of the Wicomico River at or near the southeasterly corner of the City of Salisbury
155 Wastewater Treatment Plant Property: thence proceeding northeasterly with said shoreline and the
156 Salisbury Corporate Limit Line to the point of intersection of the Salisbury Corporate Limit Line and
157 northwesterly shoreline of the Wicomico River at or near the southwesterly corner of the Chesapeake
158 Shipbuilding property: thence leaving said Corporate Limit Line and proceeding northerly with said
159 shoreline to a point opposite of the centerline of Alabama Ave: thence proceeding southeasterly,
160 crossing the Wicomico River to a point on the southeasterly shoreline at a point where an extension
161 of the centerline of Alabama Ave. would meet the shoreline: thence proceeding southwesterly along
162 said shoreline to a point on the boundary line between the properties known as 798 Terrie Ct. and 800
163 Terrie Ct.; thence proceeding southerly along said boundary line to Terrie Ct.; thence proceeding
164 southerly along Terrie Ct. to Ridge Rd.; thence proceeding southeasterly along Ridge Rd. to Riverside
165 Dr.; thence proceeding northeasterly along Riverside Dr. to Georgia Ave.; thence proceeding
166 southeasterly along Georgia Ave. to Riverside Rd.; thence proceeding northeasterly along Riverside
167 Rd. to Georgia Ave.; thence proceeding easterly along Georgia Ave. to Oak Hill Ave.; thence
168 proceeding southerly along Oak Hill Ave. to Virginia Ave.; thence proceeding easterly along Virginia
169 Ave. to Camden Ave.; thence proceeding southerly along Camden Ave. to Middle Blvd.; thence
170 proceeding easterly along Middle Blvd. to Smith St.; thence proceeding southerly along Smith St. to
171 Monticello Ave.; thence proceeding easterly along Monticello Ave. to Hanover St.; thence proceeding
172 southerly along Hanover St. to Pinehurst Ave.; thence proceeding easterly along Pinehurst Ave. to S.
173 Salisbury Blvd.; thence proceeding southerly along S. Salisbury Blvd. to W. College Ave.; thence
174 proceeding easterly along W. College Ave. to its intersection with S. Division St.; thence proceeding
175 easterly along E. College Ave. to Marion St.; thence proceeding northerly along Marion St. to an alley;
176 thence proceeding easterly along the alley to Roger St.; thence proceeding southerly along Roger St.
177 to E. College Ave.; thence proceeding easterly along E. College Ave to Cecil St.; thence proceeding
178 northerly along Cecil St. to the alley; thence proceeding easterly along the alley to Spring Ave.; thence
179 proceeding southerly along Spring Ave. to E. College Ave.; thence proceeding easterly along E.
180 College Ave. to a point opposite of the westerly right-of-way line of Adams Ave; thence proceeding
181 due south 460 feet, more or less, to a point: thence proceeding easterly in a line parallel to E. College
182 Ave. to a point on the boundary line between the Wicomico County Board of Education (Bennett Sr.
183 High School) and the State of Maryland (Holly Center), 20 feet south of the Salisbury Corporate Limit
184 Line; thence proceeding southerly along said boundary line to Onley Rd.; thence proceeding westerly
185 along Onley Rd. to the Salisbury Corporate Limit Line: thence proceeding northerly along the
186 Salisbury Corporate Limit Line to the easterly shoreline of the Wicomico River; thence proceeding
187 southwesterly along said shoreline and continuing with the Salisbury Corporate Limit Line to the point
188 of beginning.

189 Fourth District.

190 All of that portion of Wicomico County bounded and described as follows; Beginning at the point of
191 intersection of Riverside Dr. and Wicomico St.; thence proceeding northerly along Riverside Dr. to

192 Mill. St.; thence proceeding northeasterly along Mill St. to the southerly shoreline of the East Prong
193 of the Wicomico River; thence proceeding westerly along said shoreline to a point where the easterly
194 shoreline of the Wicomico River intersects the southerly shoreline of the East Prong of the Wicomico
195 River; thence proceeding northerly across the Wicomico River to the west shoreline of the North
196 Prong of the Wicomico River at W. Main St.; thence proceeding northerly along said shoreline to the
197 thread of Johnson Pond at W. Isabella St.; thence proceeding northerly with the thread of Johnson
198 Pond to the Salisbury Corporate Limit Line opposite Deer's Head State Hospital; thence proceeding
199 easterly along the Salisbury Corporate Limit Line to the northerly right-of-way line of Middle Neck
200 Dr.; thence proceeding westerly along said right-of-way line to Moss Hill Ln.; thence proceeding
201 southerly along Moss Hill Ln. to an unnamed street lying south of and adjacent to the apartment
202 buildings at 1240 and 1260 Middle Neck Dr.; thence proceeding westerly along the unnamed street to
203 Brookridge Dr.; thence proceeding northerly along Brookridge Dr. to Middle Neck Dr.; thence
204 proceeding westerly along Middle Neck Dr. to Hammond St.; thence proceeding northerly along
205 Hammond St. to N. Division St.; thence proceeding westerly along N. Division St. to Homer St.;
206 thence proceeding southerly along Homer St. to Johnson St.; thence proceeding easterly along Johnson
207 St. to Decatur Ave.; thence proceeding southerly along Decatur Ave. to Mabel Ave.; thence
208 proceeding westerly along Mabel Ave. to Truitt St.; thence proceeding southerly along Truitt St. to
209 the Norfolk Southern Railway; thence proceeding westerly along the Norfolk Southern Railway to a
210 railroad spur; thence proceeding northwesterly along the railroad spur to Brown St.; thence proceeding
211 southwesterly along Brown St. to E. Railroad Ave.; thence proceeding southerly along E. Railroad
212 Ave. to E. William St.; thence proceeding easterly along E. William St. to Ward St.; thence proceeding
213 southerly along Ward St. to E. Salisbury Pkwy.; thence proceeding easterly along E. Salisbury Pkwy.
214 to Davis St.; thence proceeding southerly along Davis St. to E. Main St.; thence proceeding easterly
215 along E. Main St. to Long Ave.; thence proceeding southerly on Long Ave. to Parkway Ave.; thence
216 proceeding westerly along Parkway Ave. to its intersection with Glen Ave.; thence proceeding
217 southerly along Beaver Dam Dr. to S. Park Dr.; thence proceeding easterly along S. Park Dr. to Beaver
218 Dam Dr.; thence proceeding southerly along Beaver Dam Dr. to Richwil Dr.; thence proceeding
219 westerly along Richwil Dr. to Sheffield Ave.; thence proceeding southerly along Sheffield Ave. to
220 Snow Hill Rd.; thence proceeding northwesterly along Snow Hill Rd. to Buena Vista Ave.; thence
221 proceeding westerly along Buena Vista Ave. to Franklin Ave.; thence proceeding southerly along
222 Franklin Ave. to W. Carroll St.; thence proceeding westerly along W. Carroll St. to Oak St.; thence
223 proceeding southerly along Oak St. to the centerline extension of Elmwood St.; thence proceeding
224 westerly along said extension of Elmwood St. to Eastern Shore Dr.; thence proceeding southerly along
225 Eastern Shore Dr. to Washington St.; thence proceeding westerly along Washington St. to a railroad
226 track; thence proceeding southerly along the railroad track to a point where an extension of the
227 centerline of Morris Ln. would intersect the railroad track; thence proceeding easterly along said
228 extension of Morris Ln. to Morris Ln.; thence proceeding easterly along Morris Ln. to Eastern Shore
229 Dr.; thence proceeding southerly along Eastern Shore Dr. to Lee St.; thence proceeding westerly along
230 Lee St. and continuing beyond Lee St. in the same direction to the railroad track; thence proceeding
231 northerly along said railroad track to a point on the centerline of an extension of Roland St.; thence
232 proceeding westerly along said extension of Roland St. and the bed of Roland St. to S. Salisbury Blvd.;
233 thence proceeding northerly along S. Salisbury Blvd. to Ohio Ave.; thence proceeding westerly along
234 Ohio Ave. to Waverly Dr.; thence proceeding northerly along Waverly Dr. to Newton St.; thence
235 proceeding westerly along Newton St. to Light St.; thence proceeding southerly along Light St. to
236 Maryland Ave.; thence proceeding westerly along Maryland Ave. to Camden Ave.; thence proceeding
237 northerly along Camden Ave. to Wicomico St.; thence proceeding westerly along Wicomico St. to the
238 point of beginning.

239 Fifth District.

240 All of that portion of Wicomico County bounded and described as follows; Beginning at the point of
241 intersection of E. Church St. and Truitt St.; thence proceeding easterly along E. Church St. to Priscilla

242 St.; thence proceeding southerly along Priscilla St. to Phillips Ave.; thence proceeding easterly along
243 Phillips Ave. to N. Saratoga St.; thence proceeding northerly along N. Saratoga St. to E. Church St.;
244 thence proceeding easterly along E. Church St. to Young Ave.; thence proceeding northerly along
245 Young Ave. to Robert St.; thence proceeding westerly along Robert St. to a point at the westerly end
246 of Robert St.; thence proceeding northwesterly to the Norfolk Southern Railway at a point opposite
247 Harden Ct.; thence proceeding westerly along the Norfolk Southern Railway to Hammond St.; thence
248 proceeding northerly along Hammond St. to Harrington St.; thence proceeding easterly along
249 Harrington St. to Christopher St.; thence proceeding northerly along Christopher St. to Brittingham
250 St.; thence proceeding westerly along Brittingham St. to Hammond St.; thence proceeding northerly
251 along Hammond St. to Bryn Mawr Dr.; thence proceeding easterly along Bryn Mawr Dr. to
252 Middleneck Dr.; thence proceeding easterly along Middleneck Dr. to Brookridge Dr.; thence
253 proceeding southerly along Brookridge Dr. to an unnamed street lying south of and adjacent to the
254 apartment buildings at 1240 and 1260 Middle Neck Dr.; thence proceeding easterly along the unnamed
255 street to Moss Hill Ln.; thence proceeding northerly along Moss Hill Ln. to the northerly right-of-way
256 line of Middle Neck Dr.; thence proceeding easterly along said right-of-way line to the Salisbury
257 Corporate Limit Line; thence proceeding easterly along the Salisbury Corporate Limit Line to Robins
258 Ave.; thence proceeding northeasterly along Robins Ave. to Snow Hill Rd.; thence proceeding
259 northwesterly along Snow Hill Rd. to Beaglin Park Dr.; thence proceeding easterly along Beaglin Park
260 Dr. to the Salisbury Corporate Limit Line; thence proceeding northerly along the Salisbury Corporate
261 Limit Line to Beaglin Park Dr.; thence proceeding northerly along Beaglin Park Dr. to N. Park Dr.;
262 thence proceeding northerly along N. Park Dr. to Hannibal St.; thence proceeding easterly along
263 Hannibal St. to the centerline extension of Emory Ct.; thence proceeding northerly along said
264 extension and the roadbed of Emory Ct. to Glen Ave.; thence proceeding westerly along Glen Ave. to
265 the Salisbury Corporate Limit Line; thence proceeding westerly along the Salisbury Corporate Limit
266 Line to the northwest corner of an enclave area known as the "Civic Center Enclave Area"; thence
267 proceeding northerly to a point on E. Salisbury Pkwy. located 1,080 feet east of Truitt St.; thence
268 proceeding westerly along E. Salisbury Pkwy., 1,080 feet to Truitt St.; thence proceeding northerly
269 along Truitt St. to the point of beginning; excepting herefrom all of that enclave area bounded by the
270 Salisbury Corporate Limit Line. containing Carey Avenue as well as other streets shown on the plat
271 entitled City of Salisbury Redistricting and dated September 8, 2014.

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

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

278 **Section 2.** With this proposed Charter amendment, Section SC1-20 of the Charter would read:

279 The City shall be divided into District 1, District 2, District 3, District 4, and District 5 for
280 electing the members of the City Council. It shall be the duty of Council by ordinance to
281 divide the City in such manner as to reflect population equity. A map showing the existing
282 boundaries of each District shall be on file in the City's Clerk office and shall be available
283 for public inspection during normal business hours. The voters in each District shall elect
284 one (1) Councilmember on the first Tuesday of November, beginning on the first Tuesday
285 of November 2023.

286 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

287 **Section 3.** Pursuant to MD Code, Local Government, § 4-304, a public hearing on this Resolution,
288 providing for the amendment of the City of Salisbury's Charter as set forth herein, shall be and hereby is
289

290 scheduled for April 25, 2022 at 6:00 p.m.

291 **Section 4.** Pursuant to the City of Salisbury’s Charter § SC21-2 and MD Code, Local Government,
292 § 4-304, the City shall post a complete and exact copy of this Charter Amendment at the City Government
293 Building for at least forty (40) days after the passage of this Resolution and advertise a fair summary of this
294 Resolution in a newspaper of general circulation in the City at least four times at weekly intervals and
295 within forty days after the Resolution has been adopted.

296 **Section 5.** The title of this Resolution shall be deemed a fair summary of the amendments provided
297 for herein for publication and all other purposes.

298 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

299 **Section 6.** This Resolution shall take effect on the fiftieth day after the Resolution is adopted,
300 subject to the right of referendum.

301 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

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

304 **Section 8.** It is further the intention of the Council of the City of Salisbury that if any section,
305 paragraph, subsection, clause, or provision of this Resolution shall be adjudged invalid, unconstitutional,
306 or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to
307 the section, paragraph, subsection, clause, or provision so adjudged and all other provisions of this
308 Resolution shall remain and shall be deemed valid and enforceable

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

311 **THIS RESOLUTION** was introduced, read, and passed at the regular meeting of the Council of
312 the City of Salisbury held on the ____ day of _____, 2022.

313

314 _____
315 Kimberly R. Nichols,
316 City Clerk

John R. Heath,
Council President

317
318



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

TO: City Council
FROM: Julia Glanz, City Administrator
SUBJECT: Charter Amendment Resolution No. 2022-2
DATE: April 12, 2022

The attached Charter Amendment Resolution has been prepared in order to update the City Charter to reflect the City's contemporary legislative districts and to remove outdated language.

1 CHARTER AMENDMENT RESOLUTION NO. 2022-2

2
3 A RESOLUTION TO AMEND § SC2-1 OF THE CHARTER OF THE CITY OF
4 SALISBURY TO REFLECT THE CITY’S CONTEMPORARY LEGISLATIVE
5 DISTRICTS.
6

7 RECITALS

8 WHEREAS, § SC2-1 of the City’s Charter contains language that does not reflect the
9 contemporary representation of the City’s selection and term of Council Members for its five legislative
10 Districts; and

11 WHEREAS, The City has determined it is in the best interest of its citizens to amend § SC2-1 to
12 accurately reflect the selection and term of its Council; and

13 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
14 SALISBURY by virtue of the authority granted in Article XI-E of the Maryland Declaration of Rights, §§
15 4-301 *et seq.* of the Local Government Article of the Code of Maryland, and Article XXI of the City Charter
16 as follows:

17 Section 1. It is proposed and recommended that § SC2-1 be amended to repeal the language in
18 double bold brackets and adding the underscored and italicized language:

19 All legislative powers of the city shall be vested in a Council of five (5) members who
20 shall be elected as hereinafter provided and who shall hold office for a term of four (4)
21 years or until their successors are duly elected and qualified [[, except that the one (1)
22 Councilmember from District 1 and the one (1) Councilmember from District 2 elected
23 on the first Tuesday of April 2013 shall serve terms which expire on the second Monday
24 after the election of their successors on the first Tuesday of November 2015. The regular
25 term of Councilmembers shall expire on the second Monday after the election of their
26 successors]].

27
28 Section 2. With this proposed Charter amendment, Section SC2-1 of the Charter would read:

29 All legislative powers of the city shall be vested in a Council of five (5) members who
30 shall be elected as hereinafter provided and who shall hold office for a term of four (4)
31 years or until their successors are duly elected and qualified.
32

33 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

34 Section 3. Pursuant to MD Code, Local Government, § 4-304, a public hearing on this Resolution,
35 providing for the amendment of the City of Salisbury’s Charter as set forth herein, shall be and hereby is
36 scheduled for April 25, 2022 at 6:00 p.m.

37 Section 4. Pursuant to the City of Salisbury’s Charter § SC21-2 and MD Code, Local Government,
38 § 4-304, the City shall post a complete and exact copy of this Charter Amendment at the City Government
39 Building for at least forty (40) days after the passage of this Resolution and advertise a fair summary of this
40 Resolution in a newspaper of general circulation in the City at least four times at weekly intervals and



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

TO: City Council
FROM: Kim Nichols, City Clerk
SUBJECT: Charter Amendment Resolution No. 2022-1
DATE: April 12, 2022

The attached Charter Amendment Resolution has been prepared to amend § SC6-9 of the Charter to reflect the City's contemporary election of Mayor and Council.

1 CHARTER AMENDMENT RESOLUTION NO. 2022-3

2
3 A RESOLUTION TO AMEND § SC6-9 OF THE CHARTER OF THE CITY OF
4 SALISBURY TO REFLECT THE CITY’S CONTEMPORARY ELECTION OF
5 MAYOR AND COUNCIL.
6

7 RECITALS

8 WHEREAS, § SC6-9 of the City’s Charter contains language that does not reflect the
9 contemporary election of Mayor and Council; and

10 WHEREAS, The City has determined it is in the best interest of its citizens to amend § SC6-9 to
11 accurately reflect the election of Mayor and Council and for § SC6-9 to be in accord with the other sections
12 of the Charter; and

13 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
14 SALISBURY by virtue of the authority granted in Article XI-E of the Maryland Declaration of Rights, §§
15 4-301 *et seq.* of the Local Government Article of the Code of Maryland, and Article XXI of the City Charter
16 as follows:

17 Section 1. It is proposed and recommended that § SC6-9 be amended to repeal the language in
18 double bold brackets and adding the underscored and italicized language:

19 [[On the first Tuesday of April 2011, the registered voters elected three (3)
20 Councilmembers from District 2, whose terms shall run until the general election of
21 November 2015. Thereafter, the registered voters shall elect their successors on the first
22 Tuesday of November, and they shall each serve for a term of four (4) years.
23

24 On the first Tuesday of April 2013, the registered voters shall elect a Mayor and
25 two (2) Councilmembers, one (1) from District 1 and one (1) from District 2, whose terms
26 shall run until the first Tuesday of November 2015. Thereafter, the registered voters shall
27 elect their successors on the first Tuesday of November, and they shall each serve for a
28 term of four (4) years.]]
29

30 *The voters of the City shall, on the first Tuesday in November in the year 2023 and*
31 *in each fourth year thereafter, elect a Mayor, whose term of office shall be for four (4)*
32 *years and until his or her successor is elected and qualified, and five Councilmembers,*
33 *whose terms of office shall be for four years until their successors are elected and qualified.*
34

35 *All elections shall be held and conducted in accordance with the provisions of this*
36 *Charter, the City Code, and applicable ordinances, which may include provisions for early*
37 *voting.*
38

39 Section 2. With this proposed Charter amendment, Section SC6-9 of the Charter would read:

40 The voters of the City shall, on the first Tuesday in November in the year 2023 and
41 in each fourth year thereafter, elect a Mayor, whose term of office shall be for four (4)
42 years and until his or her successor is elected and qualified, and five Councilmembers,
43 whose terms of office shall be for four years until their successors are elected and qualified.
44

45 All elections shall be held and conducted in accordance with the provisions of this
46 Charter, the City Code, and applicable ordinances, which may include provisions for early
47 voting.
48

49 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

50 **Section 3.** Pursuant to MD Code, Local Government, § 4-304, a public hearing on this Resolution,
51 providing for the amendment of the City of Salisbury’s Charter as set forth herein, shall be and hereby is
52 scheduled for April 25, 2022 at 6:00 p.m.

53 **Section 4.** Pursuant to the City of Salisbury’s Charter § SC21-2 and MD Code, Local Government,
54 § 4-304, the City shall post a complete and exact copy of this Charter Amendment at the City Government
55 Building for at least forty (40) days after the passage of this Resolution and advertise a fair summary of this
56 Resolution in a newspaper of general circulation in the City at least four times at weekly intervals and
57 within forty days after the Resolution has been adopted.

58 **Section 5.** The title of this Resolution shall be deemed a fair summary of the amendments provided
59 for herein for publication and all other purposes.

60 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

61 **Section 6.** This Resolution shall take effect on the fiftieth day after the Resolution is adopted,
62 subject to the right of referendum.

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

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

66 **Section 8.** It is further the intention of the Council of the City of Salisbury that if any section,
67 paragraph, subsection, clause, or provision of this Resolution shall be adjudged invalid, unconstitutional,
68 or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to
69 the section, paragraph, subsection, clause, or provision so adjudged and all other provisions of this
70 Resolution shall remain and shall be deemed valid and enforceable

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

73 **THIS RESOLUTION** was introduced, read, and passed at the regular meeting of the Council of
74 the City of Salisbury held on the ____ day of _____, 2022.
75

76 _____
77 Kimberly R. Nichols,
78 City Clerk

John R. Heath,
Council President