



CITY OF SALISBURY CITY COUNCIL AGENDA

APRIL 25, 2022

6:00 p.m.

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

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:02 p.m. CITY INVOCATION- Dr. Sharon Washington, Global Hope Ministries, Inc.
- 6:04 p.m. Awards Presentation- Mayor Jacob R. Day
- 6:14 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:15 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- **April 4, 2022 Work Session Minutes**
 - **April 11, 2022 Council Meeting Minutes**
 - **Resolution No. 3164**- to approve the appointment of Mike Angelot to the Sustainability Advisory Committee (Green Team) for the term ending April 2025
 - **Resolution No. 3165**- to approve the appointment of Teresa Thaxton to the Human Rights Advisory Committee for the term ending March 2024
- 6:20 p.m. AWARD OF BIDS- Procurement Director Jennifer Miller
- ITB 22-130 WWTP Biosolids Dump Truck
 - RFP 20-103 Laboratory Information Mgmt System C/O #4
 - RFP A-22-107 Livable Community Design and Consulting
- 6:28 p.m. **PUBLIC HEARINGS- CHARTER AMENDMENTS**
- **Charter Amendment Resolution No. 2022-1**- to amend § SC1-20 of the Charter of the City of Salisbury to adjust the City's Council District boundaries to ensure proper apportionment of the City's population within the district boundaries
 - **Charter Amendment Resolution No. 2022-2**- to amend § SC2-1 of the Charter of the City of Salisbury to reflect the City's contemporary legislative districts
 - **Charter Amendment Resolution No. 2022-3**- to amend § SC6-9 of the Charter of the City of Salisbury to reflect the City's contemporary election of Mayor and Council
- 6:48 p.m. RESOLUTIONS- City Administrator Julia Glanz
- **Resolution No. 3166**- to expand the number of members on the Mayor's Disability Advisory Committee

- **Resolution No. 3167-** to authorize the Mayor to enter into, on behalf of the City of Salisbury, 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

6:54 p.m. ORDINANCES- City Attorney Ashley Bosche

- **Ordinance No. 2715-** 2nd reading- approving a budget amendment of the FY2022 General Fund Budget to appropriate funds to the Salisbury Fire Department's Training Account
- **Ordinance No. 2716-** 1st reading- amending Section 17.04.040 of the Salisbury City Code, entitled "Method Of Regulation", to add confirmatory language exempting federal, state and local governments from Title 17 of the Salisbury City Code
- **Ordinance No. 2717-** 1st reading- 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
- **Ordinance No. 2718-** 1st reading- amending Chapter 2.32 of the Salisbury City Code, entitled "Purchases And Sales," to increase the maximum dollar amount for direct purchases and the minimum dollar amount for formal competitive bidding in order to increase Procurement efficiency in a market of increased costs
- **Ordinance No. 2719-** 1st reading- amending Title 8 of the Salisbury City Code, entitled "Health And Safety", to add Section 08.07 to require a permit to remove certain trees from property within the city and to require replacement of trees or payment into a tree restoration fund
- **Ordinance No. 2720-** 1st reading- amending Section 15.22 of the Salisbury City Code, entitled "Vacant Buildings", to require registration of vacant lots and payment of annual fees

7:15 p.m. **FY23 PROPOSED BUDGET ORDINANCES**

- **Ordinance No. 2721-** 1st reading- appropriating the necessary funds for the operation of the government and administration of the City of Salisbury, Maryland for the period July 1, 2022 to June 30, 2023, establishing the levy for the General Fund for the same fiscal period and establishing the appropriation for the Water and Sewer, Parking Authority, City Marina, and Storm Water Funds
- **Ordinance No. 2722-** 1st reading- increasing Water and Sewer rates by 6% and making said changes effective for all bills dated October 1, 2022 and thereafter, unless and until subsequently revised or changed
- **Ordinance No. 2723-** 1st reading- to set fees for Fiscal Year 2023 and thereafter, unless and until subsequently revised or changed

7:25 p.m. PUBLIC COMMENTS

7:30 p.m. ADMINISTRATION and COUNCIL COMMENTS

7:35 p.m. ADJOURNMENT

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

NEXT COUNCIL MEETING – MAY 9, 2022

- Presentation of Law Enforcement Body Camera Grant by Timothy Ailsworth, LGIT Executive Director
- **Resolution No. _** - to re-appoint Elise Trelegan to the Sustainability Advisory Committee
- **Resolution No. _** - authorizing the submission of PY 2022 CDBG Action Plan to HUD
- **PUBLIC HEARING on FY23 Proposed Budget, Proposed Water & Sewer Rates, Fees and Constant Yield**
- **Ordinance No. 2716**- 2nd reading- amending Section 17.04.040 of the Salisbury City Code, entitled "Method Of Regulation", to add confirmatory language exempting federal, state and local governments from Title 17 of the Salisbury City Code
- **Ordinance No. 2717**- 2nd reading- 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
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Join Zoom Meeting

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

Meeting ID: 881 8617 2560

Phone: 1.301.715.8592

CITY OF SALISBURY
WORK SESSION
APRIL 4, 2022

Public Officials Present

Council President John “Jack” R. Heath
Councilwoman Angela M. Blake
Councilwoman April Jackson

Council Vice-President Muir Boda
Councilwoman Michele Gregory

Public Officials Absent

Mayor Jacob R. Day

In Attendance

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Fire Chief John Tull, Deputy Fire Chief Chris O’Barsky, Assistant City Clerk Julie English, Attorney Ashley Bosche, and members of the public.

On April 4, 2022 the Salisbury City Council convened at 4:30 p.m. in a hybrid Work Session in Council Chambers of the Government Office Building and on Zoom Conferencing Video.

Budget Amendment

Deputy Fire Chief O’Barsky requested approval for a budget amendment in the amount of \$4,082.00. The proceeds were received as a reimbursement for the department’s college tuition assistance program. An employee separated from the department on his own accord after taking advantage of this program. The current employer for the employee reimbursed the City. Deputy Chief O’Barsky requested those proceeds be returned to the department’s training account.

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

Comments from Administration

Ms. Glanz expressed her excitement on how well the Salisbury Marathon went. There were 1,208 participants signed up; 463 in the marathon, 522 in the half-marathon, and 214 in the 5K. She acknowledged the Fire Department, Police Department, Sherriff’s Department, and Field Operations for their assistance with such a successful event. She also thanked the volunteers for coming out. Ms. Glanz announced that an 18 year old first time marathon runner, Tim Synowiec, completed the marathon in 2:22:51 breaking the record set in 1973.

Ms. Glanz shared the news that the Salisbury Zoo had two baby Andean bears. There will be more details forthcoming on how you can interact and support them.

Mr. Boda echoed Ms. Glanz excitement about the baby bears. He mentioned that this was a great opportunity for us to network with other zoos across the country and world.

Ms. Jackson stated that Jay Copeland, from Salisbury, would be performing on American Idol that night and encouraged everyone to support him through this journey.

Ms. Blake shared how well the tribute to Paul Sarbanes went Saturday night. She also encouraged those who were healthy enough to give blood.

Ms. Gregory wished all a happy Autism Awareness month. She agreed with Ms. Blake's comments on the event for Mr. Sarbanes.

President Heath was pleased with how the marathon went. He also spoke about the Andean cubs and how cute they were. President Heath also encouraged those who can to donate blood. Lastly, he pleaded for everyone to continue praying for the people of Ukraine.

Adjournment of Work Session

With no further business to discuss, President Heath adjourned the Work Session at 4:38 p.m.

City Clerk

Council President

CITY OF SALISBURY, MARYLAND

REGULAR MEETING (ZOOM CONFERENCING VIDEO)

APRIL 11, 2022

PUBLIC OFFICIALS PRESENT

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

*Council Vice-President Muir Boda
Councilwoman Michele Gregory*

PUBLIC OFFICIALS ABSENT

Mayor Jacob R. Day

IN ATTENDANCE

Deputy City Administrator Andy Kitzrow, Sustainability Coordinator Alyssa Hastings, Executive Administrative Assistant Jessica Turner, City Attorney Ashley Bosche, City Clerk Kimberly Nichols, and members of the public

CITY INVOCATION – PLEDGE OF ALLEGIANCE

The City Council met in regular session at 6:00 p.m. via Zoom Conferencing Video and Council President John R. “Jack” Heath called the meeting to order. After the recital of the pledge to the flag, Pastor Greg Carlson of Park Seventh-day Adventist Church provided the invocation.

PROCLAMATION- presented by Deputy City Administrator Andy Kitzrow

Arbor Day

Mr. Kitzrow presented the Arbor Day proclamation to urge all citizens to plant trees in order to promote the well-being of future generations. Trees provide an abundance of environmental and aesthetic advantages to citizens and wildlife, and can reduce the erosion of topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife.

Sustainability Coordinator Alyssa Hastings received the proclamation and said she was excited that the City was named a Tree City for the third year in a row, with 2022 being the City’s fourth year. The City Parks Donation Program was up and running for anyone wishing to donate a tree to the City. She also reported the Earth Day celebration would be held at the Zoo on April 23rd from 10:00 a.m. to 4:00 p.m. Trees would be given away at the event.

ADOPTION OF LEGISLATIVE AGENDA

Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous (5-0) to approve the legislative agenda as presented.

CONSENT AGENDA- presented by City Clerk Kimberly Nichols

The consent agenda, consisting of the following items, was unanimously approved (5-0 vote) on a motion and seconded by Ms. Jackson and Ms. Gregory, respectively:

- **March 14, 2022 Council Meeting Minutes**
- **March 21, 2022 Work Session Minutes**
- **March 21, 2022 Closed Session Minutes**
- **March 28, 2022 Council Meeting Minutes**
- **Resolution No. 3163**- to approve the reappointment of Matthew Auchey to the Historic District Commission for the term ending April 2025

ORDINANCE- presented by City Attorney Ashley Bosche

- **Ordinance No. 2715**- 1st reading- approving a budget amendment of the GY2022 General Fund Budget to appropriate funds to the Salisbury Fire Department's Training Account

Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve Ordinance No. 2715.

PUBLIC COMMENTS

Two members of the public provided the following comments:

- City of Salisbury Tow rates have not significantly increased since the Towing Ordinance was first passed on January 23, 2012.
- Due to rising costs of materials, insurance and fuel, speaker asked the City to consider increasing the rates for towing.
- For a standard tow fee, the City of Ocean City's fee was \$250 and the accident tow fee was \$325, paid by Ocean City to the tow companies who provided the service.
- Salisbury had independently owned towing companies, and when they towed a vehicle where the person did not have insurance, they ended up with the vehicle a lot of time, and were not being paid for the services.
- The current rates were extremely low compared to the industry standard in the area.
- Speaker requested Council review the rates and increase them to something more reasonable.
- Mr. Kitzrow said the City was currently involved in reviewing the Tow Ordinance and would look at the rates. He appreciated the speaker for bringing it to Administration's attention.
- Speaker said the tow companies were supposed to have yearly meetings and background checks, and it was not being done.
- It was time to meet and sort out all the details.

ADMINISTRATION AND COUNCIL COMMENTS

Mr. Kitzrow said that the new ABC Director, Allen Swiger, started with the City today. Movies On The River was returning in May along with The Hoppes On The River beer tasting event. River

87 *Races for kayaks, canoes and cardboard boats were being held in June. 3rd Friday would be held on*
88 *Good Friday.*

89
90 *Mr. Boda was excited about 3rd Friday and the weather was getting better and he looked forward to*
91 *seeing everyone around town.*

92
93 *Ms. Jackson was very happy that Council was meeting in person again. She said to be careful to*
94 *keep safe. The VFW #10159 was holding a free community Easter Egg Hunt on Saturday at the*
95 *Billy Gene Jackson park.*

96
97 *Ms. Blake asked everyone to stay out of the way of first responders. She also encouraged those*
98 *healthy enough to donate blood.*

99
100 *Ms. Gregory reminded everyone that Earth Day would be held on April 23 2022 at the Zoo*
101 *beginning at 10:00 a.m. She hoped to see everyone there.*

102
103 *President Heath asked that all kept the Ukraine in their prayers, and said the blood situation was*
104 *dire, and encouraged those healthy enough to donate blood.*

105
106 **ADJOURNMENT**

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108 *With no further business to discuss, the meeting adjourned at 6:19 p.m.*

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110 _____
111 *City Clerk*

112
113 _____
114 *Council President*



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Jacob R. Day, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the Sustainability Advisory Committee (Green Team)
Date: April 7, 2022

The following person has applied for appointment to the Sustainability Advisory Committee (Green Team) for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Mike Angelot	April 2025

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

Attachments



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Jacob R. Day, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the Human Rights Advisory Committee
Date: April 18, 2022

The following person has applied for appointment to the Human Rights Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Teresa Thaxton	March 2024

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

Attachments

OK
JRD

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<u>Name</u>	<u>Term Ending</u>
Teresa Thaxton	March 2024

ATTEST:

John R. Heath
PRESIDENT, City Council

_____ day of _____, 2022

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

COUNCIL AGENDA

Department of Procurement

April 25, 2022

Award of Bid

- | | |
|---|---------------|
| 1. ITB 22-130 WWTP Biosolids Dump Truck | \$ 198,930.00 |
| 2. RFP 20-103 Laboratory Information Mgmt System C/O #4 | \$ 9,800.00 |
| 3. RFP A-22-107 Livable Community Design and Consulting | \$ N/A |



City of Salisbury

Jacob R. Day, Mayor

To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: April 25, 2022
Subject: Award of Bids

The Department of Procurement seeks approval from City Council to award two competitively bid procurements and one Tier 6 change order:

ITB 22-130 WWTP Biosolids Dump Truck

- Department: Water Works
- Specifications: 2024 HV513 International Cab/Chassis and Godwin Aluminum 20' Dump Body
- Cooperative Contract: Sourcewell #081716-NVS
- Vendor: International of Delmarva
- Cost: \$198,930.00 (estimated Sourcewell pricing, per International of Delmarva)
- Funded GL Account(s):
 - 96116-577025-48045 Dump Truck \$ 44,000.00
 - 96117-577025-48045 Dump Truck \$ 77,160.00
 - 96122-577025-48045 Dump Truck \$ 44,935.00
 - 97030-577025-48045 Dump Truck \$ 18,905.00
 - 86083-577025 Vehicles \$ 13,930.00
- Notes:
 - City of Salisbury Charter, Section SC 16-3 (9) General Policy of Competitive Bidding, Exceptions - Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract."
 - Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3). Sourcewell is governed by local elected municipal officials and school board members. [Minn. Stat. § 123A.21](#) Subd. 4 (2017). As a public agency, all Sourcewell employees are government employees. All products offered through Sourcewell have been awarded by virtue of a public competitive process. The contracts awarded are then made available to local governments nationwide through the Sourcewell Cooperative Purchasing Program.
 - The City of Salisbury has an established Interlocal Contract with the Sourcewell Cooperative Purchasing Program, which sets out the conditions, requirements and processes of the procurement.



City of Salisbury

Jacob R. Day, Mayor

RFP 20-103 Laboratory Information Management System C/O #4

- Department: Water Works
- Details:
 - Contract change includes seven (7) additional months of project management
 - Total amount of Change Order #4: \$9,800
 - Cumulative change order amount: 20.78% of original contract value
 - Additional details found on Tier 6 Change Order form
- Funded GL Account(s):
 - 86083-523600 Skilled Services

RFP A-22-107 Livable Community Design and Consulting Services

- Department: Infrastructure and Development
- Scope of Work: Task-order design and consultant services focused on livable community, context-based design practices
- Proposal date: 01/13/22
- Proposal opening: 02/18/22
- Total proposals received: 8
- Total awarded vendors: 5
- GL Account(s): Varies per project
- Notes:
 - Multi-vendor award
 - Indefinite delivery, indefinite quantity contract. Purchase orders for specific tasks will be issued as needed.
 - Initial contract term is one year, with the option to renew all or portions of this contract with the same terms and conditions as the original contract for two, (1) one-year terms, contingent upon sufficient budget appropriations and mutual agreement between the City and the Vendor.

Supporting documentation, including departmental award recommendations and vendor cost proposals, provide further detailed information.



City of
Salisbury
Jacob R. Day, Mayor

To: Jennifer Miller, Director of Procurement
From: Connie Luffman, Superintendent - Wastewater Treatment Plant
Date: April 7, 2022
Re: WWTP BioSolids Dump Truck

Salisbury WWTP recently requested a quote for an International HV513 Tri Axle with a 20' Aluminum Dump Body from International of Delmarva. A price of \$198,930 was provided per Navistar / International's Sourcewell Contract Award #081716-NVS. The Wastewater Treatment Plant requests that this purchase be awarded to International of Delmarva. Funding is available from:

<u>Account Number</u>	<u>Amount</u>
96122-577025-48045	\$44,935
96116-577025-48045	\$44,000
96117-577025-48045	\$77,160
97030-577025-48045	\$18,905
86083-577025	\$13,930

Please let me know if you need any additional information or have any questions. Thank you.

[Handwritten signature]
4/7/22

Coli Cameron
4-7-22

Prepared For:

CITY OF SALISBURY
Connie Luffman
North Division St and Route
SALISBURY, MD 21801-
(410)548 - 3177
Reference ID: N/A

Presented By:

INTL OF DELMARVA
Beth Brittingham
PO BOX 2135
SALISBURY MD 218022135
410-546-1122

Thank you for the opportunity to assist you with your new truck requirements. I look forward to working together to provide you the right truck to to exceed all expectations. Attached, you will find the specifications for your review. Please look these over closely and feel free to contact me with any questions or changes. I appreciate the opportunity to earn your business.

Sincerely,
Beth Brittingham
Sales Manager
INTERNATIONAL OF DELMARVA
EASTON TRUCK CENTER
(410) 310-9169

Model Profile
2024 HV513 SFA (HV513)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 72000. Calc. GVWR: 80000. Calc. GCWR: 130000 Calc. Start / Grade Ability: 21.17% / 2.10% @ 55 MPH Calc. Geared Speed: 97.0 MPH
DIMENSION:	Wheelbase: 270.00, CA: 186.50, Axle to Frame: 75.00
ENGINE, DIESEL:	{International A26} EPA 2021, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 900 RPM, 2100 RPM Governed Speed, 450 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, 200 Wheel Ends Gear Ratio: 3.91
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L XZY-3 (MICHELIN), 465 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WM Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model HV513 SFA with 270.00 Wheelbase, 186.50 CA, and 75.00 Axle to Frame.

TOW HOOK, REAR (2)

AXLE CONFIGURATION {Navistar} 6x4

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper

BUMPER, FRONT Flat, Steel, Heavy Duty

WHEELBASE RANGE 266" (675cm) Through and Including 311" (790cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity

SHOCK ABSORBERS, FRONT

SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 20,000-lb Capacity, Less Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Wabco System Saver 1200} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

BRAKES, AIR CAM, PUSHER AXLE S-Cam; 16.5" x 7.0"; Includes MGM 30 Sq.In. Brake Chambers; Furnished with One Pusher Lift Axle

SLACK ADJUSTER, PUSHER AXLE {Haldex} Automatic; for Single Pusher Axle

SLACK ADJUSTERS, FRONT {Gunitite} Automatic

SLACK ADJUSTERS, REAR {Gunitite} Automatic

AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM

AIR DRYER LOCATION Mounted Inside Right Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

DRAIN VALVE (3) with Pull Chains for Air Tanks

BRAKES, FRONT {Bendix Spicer ES-165-6X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

Description

BRAKES, REAR {Bendix Spicer ES-165-7X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} 1810HD Main Driveline with 1710 Interaxle Shaft, for 6x4

AFTERTREATMENT COVER Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

ENGINE COMPRESSION BRAKE by Jacobs; for N13/A26 Engines, with Selector Switch and On/Off Switch

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 10' 11"

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2) Disc Style

POWER SOURCE Cigar Type Receptacle without Plug and Cord

BATTERY TERMINALS Sealed

JUMP START STUD (2) Remote Mounted

ALTERNATOR {Leece-Neville AVI160P2012} Brush Type, 12 Volt, 190 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING INSIDE CAB; Includes Sealed Connectors for Tail/Amber, Turn/Marker/Backup/Accessory, Power/Ground, and Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

ANTENNA Shark Fin, Roof Mounted

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

Description

STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

BATTERY DISCONNECT SWITCH {Joseph Pollak} for Cab Power Disconnect Switch, Disconnects Power to Power Distribution Center (PDC), Does Not Disconnect Charging Circuits, Lever Operated, Cab Mounted

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen, with Daytime Running Lights

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, Includes Long Hood

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WM"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Two Year Data Plan

LABEL, DEF "DEF ONLY"

CUSTOMER IDENTITY for Sourcewell

SPECIAL RATING, GVWR Limited to 80,000-lb GVWR

PROMOTIONAL PACKAGE Government Silver Package

SAFETY TRIANGLES

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

ENGINE, DIESEL {International A26} EPA 2021, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 900 RPM, 2100 RPM Governed Speed, 450 Peak HP (Max)

Description

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control

ENGINE CONTROL, REMOTE MOUNTED for PTO, for N13/A26 Engines

EMISSION, CALENDAR YEAR {International A26} EPA, OBD and GHG Certified for Calendar Year 2022

COLD STARTING EQUIPMENT Automatic; with Engine ECM Control

FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted

CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door

RADIATOR Aluminum, Welded, Cross Flow, Front to Back System, 1292 SqIn, with 1008 SqIn Charge Air Cooler

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

BLOCK HEATER, ENGINE {Phillips} 120V/1150W

CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 63 thru 76 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, 200 Wheel Ends . Gear Ratio: 3.91

AXLE, LIFT, CONTROLS for One Lift Axle; Controls Inside And Outside Cab; Includes Pressure Gauge and Lift/Lower Switch Inside Cab; Pressure Gauge and Pressure Regulator Outside Cab

AXLE SPACING, FIRST PUSHER 54" Ahead of Drive Axle

SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings

AXLE, PUSHER, LIFT TYPE {Watson & Chalin AL-2200} 20,000-lb Capacity, One Non-Steer Axle

Description

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints

FUEL TANK STRAPS Bright Finish Stainless Steel

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL/WATER SEPARATOR {Davco Fuel Pro 382} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor

LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 20" Back of Cab

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab

CAB Conventional, Day Cab

HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Includes

: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"

CAB INTERIOR TRIM Diamond, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted

: SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

MODESTY PANEL Painted

Description**COWL TRAY LID**

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"

WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

WHEELS, LIFT AXLE PUSHER {Accuride 51408} Dual Wheels, For One Lift Axle; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>

(4) TIRE, PUSHER 11R22.5 Load Range G ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position

(8) TIRE, REAR 11R22.5 Load Range G ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position

(2) TIRE, FRONT 425/65R22.5 Load Range L XZY-3 (MICHELIN), 465 rev/mile, 65 MPH, All-Position

MISCELLANEOUS tri axle spec for engineering approval order #485703 for lift axle

Services Section:

WARRANTY Standard for HV513, HV613 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A

SERVICES, TOWING {Navistar} Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident

SRV CONTRACT, EXT ENGINE/AFTR {Navistar} To 60-Month/100,000 Miles (160,000 km), Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, Aftertreatment Coverage for International A26 Engines

SRV CONTRACT, EXT ALLISON XMSN {Allison} To 60-Month/Unlimited Miles/km, for Allison 4500 RDS with Dump Truck or Mixer Vocations (ST01, ST06, ST07)

Body/Allied Equipment**Description**

Aluminum AG 20' x 64" Side R/S Dump Body w/attached specs

Safety Equipment

Truck Pricing via Sourcewell Contract #081716-NVS

Goods Purchased**Description**

Allison 5 year Extended Warranty

(US DOLLAR)	
Description	Price
Net Sales Price:	\$198,930.00

Please review these specifications closely and contact me with any questions or changes you would like to make. We are confident you will appreciate the quality and durability of the International product.

Sincerely,
Beth Brittingham
Sales Manager
INTERNATIONAL OF DELMARVA
EASTON TRUCK CENTER

Approved by Seller:	Accepted by Purchaser:
<hr/>	<hr/>
Official Title and Date	Firm or Business Name
<hr/>	<hr/>
Authorized Signature	Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



QUOTE # 1278

MARCH 16, 2022

BAYLOR INC INTERNATIONAL - ISUZU
ATTN: BETH
410-310-9169
BBRITTINGHAM@TRANSTECK.COM

QUOTE

END USER: CITY OF SALISBURY, MD
FURNISH AND INSTALL@ GODWIN-DUNN NC

FURNISH AND INSTALL ON CUSTOMER SUPPLIED CHASSIS WITH 184" CT WITH AUTOMATIC ALLISON TRANSMISSION CAPABLE OF LIVE PTO AND BUCKET SEATS

DROP SHIPPED TO DUNN, NC - INCLUDES FREIGHT BACK TO CUSTOMER

GODWIN ALUMINUM AG 20' X 64" BODY

REAR GATE 70" H
CHANNEL TAILGATE SEAL KIT
WING LATCHES ADDED
HOIST 74183 HYVA WITH P22 PUMP / V20 VALVE / RESERVOIR KIT
TARPING SYSTEM
STEPS AT REAR C/S AND R/S
MUDFLAPS WITH LIGHT MODE ADDED
TARP BAR
PAINT UNDERCOAT BODY
MUNCIE HOT SHIFT PTO FOR ALLISON AUTOMATIC
97DB BACK UP ALARM
STT AND BACK UP LED
STROBES IN FRONT AND SIDES OF CAB SHIELD AND REAR CORNER POSTS

SEALED GATES ARE NOT GUARANTEED WATERTIGHT

TOTAL COST: \$53,065.17

NO FEDERAL STATE OR LOCAL TAXES ARE INCLUDED

QUOTE IS A BUDGETARY NUMBER AND IS VAILD FOR 90 DAYS – WE WILL HAVE TO REEVALUATE THE NUMBER IF LONGER THEN 90 DAYS

*** DUE TO VOLATILE CHANGES WITH STEEL PRICING, THIS QUOTE WILL NEED TO BE
REVIEWED PRIOR TO ORDER AND IS ONLY VALID FOR 30 DAYS FROM THE DATE OF THIS
QUOTE***

THANK YOU FOR THE OPPORTUNITY TO SUBMIT OUR QUOTE. PLEASE SIGN AND RETURN UPON
APPROVAL.

ADAM LOHRFINK
443-839-3214
SALES REPRESENTATIVE

CUSTOMER SIGNATURE: _____ DATE: _____

CUSTOMER PRINTED: _____

/SM

**TIER 6 CHANGE ORDER**

Original PO \$100,000.01+
Cumulative Increase \geq 20.01%

Contract #: RFP 20-103
Contract Name: Laboratory Information Mgmt System
Change Order #: 4
P.O. #: 2200402
Initiation Date: 4/5/22
Contract Date: 5/5/20
Account #: 86083-523600

TO: Labtopia
12929 Gulf Freeway, Suite 108
Houston, TX 77034

You are directed to make the following changes in this contract:

1. Additional seven (7) months of project management

Signature of the Contractor indicates their agreement herewith, including any adjustment in the Contract Sum or Contract Time. The terms and conditions of the original contract shall prevail; no other terms and conditions accompanying this charge order shall be valid or enforceable unless specifically acknowledged by written contract amendment issued by the City of Salisbury. Not valid until signed by all parties indicated below.

The original Contract Sum was..... \$149,472.00
Net change by previously authorized Change Orders..... \$29,403.80
The Contract Sum prior to this Change Order was..... \$178,875.80
The Contract Sum will be (increased), (~~decreased~~), (~~unchanged~~) by..... \$9,800.00
The Cumulative Contract Sum including this Change Order will be..... \$188,675.80
Therefore, the Cumulative Contract Sum will be (increased), (~~decreased~~), (~~unchanged~~) by.... 20.78%
The Contract Time will be (increased), (~~decreased~~), (~~unchanged~~) by..... () days or (28) weeks
Therefore, the revised date of Substantial Completion is..... N/A
Therefore, the revised date of Final Acceptance is..... November 2022

AUTHORIZED:

<u>Printed Name</u>	<u>Title</u>	<u>Signature</u>	<u>Date</u>
Cori Cameron	Director of Water Works		
Jennifer Miller, NIGP-CPP, CPPO, CPPB	Director of Procurement		
Keith Cordrey	Director of Finance		
Andy Kitzrow	Deputy City Administrator		
Ashley Bosche	City Legal Counsel		
Julia Glanz	City Administrator		
John R. Heath	President, City Council		

VENDOR ACKNOWLEDGEMENT (Please sign and return two originals):

<u>Printed Name</u>	<u>Title</u>	<u>Signature</u>	<u>Date</u>

Project Information			
Client Name	City of Salisbury Wastewater Treatment Plant Laboratory		
Project Number	CSM-0782	Request Number	04
Governing Document(s)	<p>Project Plan: CSM-0782 -- Project Plan -- 2021-03-26 -- V1 (will be updated according to timestamps in practice)</p> <p>SOW: CSM-0782 -- SOW -- 2020-06-18 (fully executed)</p> <p>SCR: CSM-0782 -- SCR1 -- AdditionalReallocatedFundForImplementationScopeChange__20210602_fullExecuted</p>		
Project Milestone	<ul style="list-style-type: none"> Project Management Work System Integration – Integration with SCADA 		
Overview of Scope Change Request			
Description of Change	Labtopia will need LAB-165 additional PM service of 7 months to support and manage project till go-live for the timeline extended by the SCADA integration delay and coordinating with City IT policy.		
Reason for Change	<p>During the implementation of integration with SCADA,</p> <ol style="list-style-type: none"> By August 2021, the additional requirements identified during the initial preparation that SCADA utilizing the PI Database not an Access Database as clarified during SCR#1 evaluation. By October 2021, new Client resource of SCADA Admin introduced to support the connection between servers residing on a different domain. By December 2021, Client evaluated the workload with SCADA service vendor again to get new resource of SCADA integrator with knowledge and expertise to support the integration. By March 2022, new SCADA integrator resource prepared the intermediate database per SCR#1 execution requirements with key tables/structures. <p>During the delivery of LIMS configuration/customization/workshops,</p> <ol style="list-style-type: none"> To resolve some unstable developers RDP/VPN connection issue identified from November 2021, City IT terminated the VPN access of original L2TP Connections and Domain Access and migrated all VPNs to Web Portal Access early February 2022. Controlled by City IT's subcontract vendor policy, instead of original parallel VPN connections for different implementation simultaneously, all Labtopia resource will share one developer access/connection for completing rest of the project tasks. <p>Labtopia maintained and updated the project timeline according to the completion date/time of each WBS task and found that original timeline has been extended by the delay of SCADA integration preparation per SCR#1 requests and the resource availability varied by following City IT new VPN connection control.</p> <p>Based upon the interdependency of WBS tasks, the latest expected go-live date was extended to early November 2022 (compared with end of April 2022) and it will be updated dynamically based on current pending items' status. The original PM service time is not enough to support the Project Implementation till expected go-live schedule around November 2022, according to all the factors which has postponed / will postpone the timeline, Labtopia requests for extra 7-month Project Management service.</p>		

Requested By	(Name) Ying Yang	(Title) BA/Project Manager	(Company) Labtopia	(Date) 2022-04-05
Evaluation of Scope Change				
Impact of Change	<ol style="list-style-type: none"> 1. New PO/Amended PO: Labtopia needs new fund for additional 7-month of PM service (LAB-165: \$9,800.00) to continue supporting the project implementation with all deliverables as planned. 2. Project Plan <ol style="list-style-type: none"> a. Current Scope change request fully executed will be inserted into current Project Plan after WBS 3.11. b. The SCADA integration tasks timeline under WBS 5.1 will be updated per assumption that Client SCADA integrator will finalize the dataset/database setup before May 2022. c. All other SCADA and MOR template related customization tasks timeline will be updated accordingly with fully execution of current Scope Change Request. 			
Testing Requirements	Labtopia resource will execute the unit and functional testing of configuration/customization against the requirements in RTM before delivery to Client via Workshop/Demo defined in Project Plan. After the workshop/demo of Labtopia configuration/customization delivery, Client needs to verify the configuration/customization offline through business practice/workflow of utilizing SampleManager LIMS in the lab.			
Estimated Time Required	<p>LAB-165: additional 7-month PM service.</p> <p>*If Labtopia identified any extension of project timeline/total period or other task/deliverable delay caused by the change, the new Scope Change Request will be proposed by Labtopia accordingly.</p>			


Resources Required	<table border="1"> <thead> <tr> <th>Labtopia Roles</th><th>Responsibility</th></tr> </thead> <tbody> <tr> <td>Project Manager</td><td>Responsible for being the central point of contact for all activities provided by Labtopia for client throughout the scope of the statement of work.</td></tr> <tr> <td>Business Analyst</td><td>Responsible for the high level requirements interpretation to configuration/customization and architecture of the system.</td></tr> <tr> <td>LIMS Analyst (Sr.)</td><td>Responsible for developing and assisting with the configuration and customization of the Client LIMS.</td></tr> <tr> <td>IT Support</td><td>Joint responsibility for software installation and LIMS environment configuration.</td></tr> </tbody> </table>		Labtopia Roles	Responsibility	Project Manager	Responsible for being the central point of contact for all activities provided by Labtopia for client throughout the scope of the statement of work.	Business Analyst	Responsible for the high level requirements interpretation to configuration/customization and architecture of the system.	LIMS Analyst (Sr.)	Responsible for developing and assisting with the configuration and customization of the Client LIMS.	IT Support	Joint responsibility for software installation and LIMS environment configuration.	
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Affected Deliverables													
SCR – Scope Change Request #4 should be approved and attached to original SOW Project Plan – needs to be updated according to Impact of Change > 2. Project Plan													

Comments			
Approval (At a minimum, must be signed by original signatories on the project SOW, or equivalent)			
Signature	Date	Title	Company
		BA/Project Manager	Labtopia
		Principal	Labtopia
			City of Salisbury - WWTP



City of Salisbury

Jacob R. Day, Mayor

To: Jennifer Miller, Director of Procurement
From: Richard D. Baldwin, Acting Director of Infrastructure and Development 
Date: April 19, 2022
Re: RFP A-22-107 Livable Communities Design and Consulting Services

The City recently advertised a Request for Proposals for Livable Communities Design and Consulting Services. The RFP was to solicit qualified and experienced Architectural and Engineering and Urban Planning firms who focus upon Livable Community Context based Design Practices for the purpose of obtaining a qualified Multi-Discipline Design team for Professional Design and Consultant Services.

The contract award will be for Indefinite Delivery Indefinite Quantity (IDIQ). The IDIQ contracts will serve as a master agreement with no monetary value. Contracted firms may be awarded one or more assignments as projects become available. The RFP was structured such that City may choose to contract with multiple consultants if it is in the best interest of the City in order to obtain the most qualified consultants for the various tasks.

Eight (8) Vendors submitted proposals by the due date of February 18, 2022. All of the Vendors was considered technically qualified based on the technical proposal evaluation conducted by the selection committee. The selection committee consisted of staff from the Department of Infrastructure and Development. Following completion of the technical review the billing rates/cost proposal of each qualified firm was opened and evaluated.

The Evaluation Criteria and total points for both technical and cost proposal evaluation are summarized below:

- 30 Points: Billable rates for the Consultant Team members.
- 30 Points: Expertise, experience, and qualifications of the Consultant Team as related to the Scope of Work, including team member experience.
- 20 Points: Experience working with municipal governments and municipal projects with emphasis on projects similar in scope to the project as described in the proposal documents.
- 20 Points: Project Approach and performance on all projects within the last five years including, but not limited to: project success, relevance of projects to Scope of Work contained in the proposal documents, ability to meet deadlines, thoroughness and completeness of submittals.
- Total Points = 100

The results of the evaluations are summarized below:



City of
Salisbury
Jacob R. Day, Mayor

Consultant	Composite Score	Comment
Johnson, Miriman & Thompson, Inc.	91	Composite Score out of 100 Proposals were technically qualified and billing rates were evaluated.
Toole Design Group	90	
RK&K	90	
Floura Teeter Landscape Architects, Inc.	90	
Design Collective	89	
Davis, Bowen & Friedel, Inc.	88	
Century Engineering, LLC	86	
A. Morton Thomas and Associates, Inc.	83	

The selection committee discussed the qualifications of each Vendor and the anticipated work tasks. The Department of Infrastructure and Development recommends awarding RFP A-22-107 to five (5) Vendors: Johnson, Mirmiran & Thompson, Inc., Toole Design Group, RK&K, Floura Teeter Landscape Architects, Inc., and Design Collective. Each of these Vendors displayed a clear understanding of the scope of work and has performed similar work successfully for similar Maryland municipalities.

Purchase Orders will be issued on a task basis to each Vendor. Specific tasks will be selected based on the qualification of the Vendor and their areas of expertise.



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.

A RESOLUTION TO AMEND § SC1-20 OF THE CHARTER OF THE CITY OF SALISBURY TO ADJUST THE CITY’S COUNCIL DISTRICT BOUNDARIES TO ENSURE PROPER APPORTIONMENT OF THE CITY’S POPULATION WITHIN THE DISTRICT BOUNDARIES.

WHEREAS, Pursuant to Art. III, § 4 of the Maryland Declaration of Rights, each legislative shall consist of adjoining territory, be compact in form, and of substantially equal population and and shall be given to natural boundaries and the boundaries of political subdivisions; and

WHEREAS, § SC1-20 of the City’s Charter governs Council Districts and must be amended to establish the new District Boundaries and to allow for future redistricting as the City’s population and natural boundaries change and evolve; and

Section 1. It is proposed and recommended that § SC1-20 be amended to repeal the language in double bold brackets and adding the underscored and italicized language:

Beginning with the election on the first Tuesday of November 2015, the boundaries of Districts 1, 2, 3, 4, and 5 shall be those boundaries as set forth below:

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

River to Mill St.; thence proceeding southwesterly along Mill St. to Riverside Dr.; thence proceeding southerly along Riverside Dr. to Wicomico St.; thence proceeding easterly along Wicomico St. to Camden Ave.; thence proceeding southerly along Camden Ave. to Maryland Ave.; thence proceeding easterly along Maryland Ave. to Light St.; thence proceeding northerly along Light St. to Newton St.; thence proceeding easterly along Newton St. to Waverly Dr.; thence proceeding southerly along Waverly Dr. to Ohio Ave.; thence proceeding easterly along Ohio Ave. to S. Salisbury Blvd.; thence proceeding southerly along S. Salisbury Blvd. to Roland St.; thence proceeding easterly along Roland St. and the extension of Roland St. to the railroad track: thence proceeding southerly along said railroad track to a point where an extension of Lee St. would intersect the railroad track: thence proceeding easterly along the extension of Lee St. to its street bed: thence continuing easterly along Lee St. to Eastern Shore Dr.; thence proceeding northerly along Eastern Shore Dr. to Morris Ln.; thence proceeding westerly along Morris Ln. and its extension to the railroad track: thence proceeding northerly along the railroad track to Washington St.; thence proceeding easterly along Washington St. to Eastern Shore Dr.; thence proceeding northerly along Eastern Shore Dr. to E. Vine St.; thence proceeding easterly along E. Vine St. to Madison St.; thence proceeding southerly along Madison St. to Washington St.; thence proceeding easterly along Washington St. to Roger St.; thence proceeding southerly along Roger St. to Bethel St.; thence proceeding easterly along Bethel St. to Spring Ave.; thence proceeding southerly along Spring Ave. to E. Lincoln Ave.; thence proceeding easterly along E. Lincoln Ave. to Green Mor Ave.; thence proceeding southerly along Green Mor Ave. to Princeton Ave.; thence proceeding westerly along Princeton Ave. to Spring Ave.; thence proceeding northerly along Spring Ave. to Pryor Ave.; thence proceeding westerly along Pryor Ave. to S. Division St.; thence proceeding southerly along S. Division St. to Carrolton St.; thence proceeding easterly along Carrolton St. to Marion St.; thence proceeding southerly along Marion St. to E. College Ave.; thence proceeding westerly along E. College Ave. to its intersection with S. Division St.; thence proceeding westerly along W. College Ave. to S. Salisbury Blvd.; thence proceeding northerly along S. Salisbury Blvd. to Pinehurst Ave.; thence proceeding westerly along Pinehurst Ave. to Hanover St.; thence proceeding northerly along Hanover St. to Monticello Ave.; thence proceeding westerly along Monticello Ave. to Smith St.; thence proceeding northerly along Smith St. to Middle Blvd.; thence proceeding westerly along Middle Blvd. to Camden Ave.; thence proceeding northerly along Camden Ave. to Virginia Ave.; thence proceeding westerly along Virginia Ave. to Oak Hill Ave.; thence proceeding northerly along Oak Hill Ave. to Georgia Ave.; thence proceeding westerly along Georgia Ave. to Riverside Rd.; thence proceeding southwesterly along Riverside Rd. to Georgia Ave.; thence proceeding northwesterly along Georgia Ave. to Riverside Dr.; thence proceeding southwesterly along Riverside Dr. to Ridge Rd.; thence proceeding northwesterly along Ridge Rd. to Terrie Ct.; thence proceeding northerly along Terrie Ct. to a point on the boundary line between the properties known as 798 Terrie Ct. and 800 Terrie Ct.; thence proceeding northerly along said boundary line to the southeasterly shoreline of the Wicomico River: thence proceeding northeasterly along said shoreline to a point on the extension of the centerline of Alabama Ave.; thence proceeding northwesterly with said extension of Alabama Ave.. crossing the Wicomico River to its northwesterly shoreline: thence proceeding southerly along the northwesterly shoreline of the Wicomico River to the point of beginning.

Second District.

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

thence proceeding northerly along Madison St. to E. Vine St.; thence proceeding westerly along E. Vine St. to Eastern Shore Dr.; thence proceeding northerly along Eastern Shore Dr. to the extension of the centerline of Elmwood St.; thence proceeding easterly along said extension of Elmwood St. to Oak St.; thence proceeding northerly along Oak St. to W. Carroll St.; thence proceeding easterly along W. Carroll St. to Franklin Ave.; thence proceeding northerly along Franklin Ave. to Buena Vista Ave.; thence proceeding easterly along Buena Vista Ave. to Snow Hill Rd.; thence proceeding southeasterly along Snow Hill Rd. to Sheffield Ave.; thence proceeding northerly along Sheffield Ave. to Richwil Dr.; thence proceeding easterly along Richwil Dr. to Beaver Dam Dr.; thence proceeding northerly along Beaver Dam Dr. to S. Park Dr.; thence proceeding westerly along S. Park Dr. to Beaver Dam Dr.; thence proceeding northerly along Beaver Dam Dr. to its intersection with Glen Ave.; thence proceeding northeasterly along Parkway Ave. to Long Ave.; thence proceeding northerly along Long Ave. to E. Main St.; thence proceeding westerly along E. Main St. to Davis St.; thence proceeding northerly along Davis St. to E. Salisbury Pkwy.; thence proceeding westerly along E. Salisbury Pkwy. to Ward St.; thence proceeding northerly along Ward St. to E. William St.; thence proceeding westerly along E. William St. to E. Railroad Ave.; thence proceeding northerly along E. Railroad Ave. to Brown St.; thence proceeding northeasterly along Brown St. to the second railroad crossing; thence proceeding southeasterly along the Norfolk Southern Railway to Truitt St.; thence proceeding northerly along Truitt St. to Mabel Ave.; thence proceeding easterly along Mabel Ave. to Decatur Ave.; thence proceeding northerly along Decatur Ave. to Johnson St.; thence proceeding westerly along Johnson St. to Homer St.; thence proceeding northerly along Homer St. to N. Division St.; thence proceeding easterly along N. Division St. to Hammond St.; thence proceeding easterly along Hammond St. to Middleneck Dr.; thence proceeding easterly along Middleneck Dr. to Bryn Mawr Dr.; thence proceeding southerly along Bryn Mawr Dr. to Hammond St.; thence proceeding southerly along Hammond St. to Brittingham St.; thence proceeding easterly along Brittingham St. to Christopher St.; thence proceeding southerly along Christopher St. to Harrington St.; thence proceeding westerly along Harrington St. to Hammond St.; thence proceeding southerly along Hammond St. to the Norfolk Southern Railway; thence proceeding easterly along the Norfolk Southern Railway to a point opposite Harden Ct.; thence proceeding southeasterly to a point at the westerly end of Robert St.; thence proceeding easterly along Robert St. to Young Ave.; thence proceeding southerly along Young Ave. to E. Church St.; thence proceeding westerly along E. Church St. to N. Saratoga St.; thence proceeding southerly along N. Saratoga St. to Phillips Ave.; thence proceeding westerly along Phillips Ave. to Priscilla St.; thence proceeding northerly along Priscilla St. to E. Church St.; thence proceeding westerly along E. Church St. to Truitt St.; thence proceeding southerly along Truitt St. to E. Salisbury Pkwy.; thence proceeding easterly along E. Salisbury Pkwy. 1.080 feet to a point; thence proceeding southerly to the northwest corner of an enclave area known as the "Civic Center Enclave Area" on the Salisbury Corporate Limit Line; thence proceeding southerly along the Salisbury Corporate Limit Line to its second intersection with Glen Ave.; thence proceeding easterly along Glen Ave. to Emory Ct.; thence proceeding southerly along Emory Ct. to Hannibal St.; thence proceeding westerly along Hannibal St. to N. Park Dr.; thence proceeding southerly along N. Park Dr. to Beaglin Park Dr.; thence proceeding southerly along Beaglin Park Dr. to the Salisbury Corporate Limit Line at S. Schumaker Dr.; thence proceeding westerly along the Salisbury Corporate Limit Line to Beaglin Park Dr.; thence proceeding westerly along Beaglin Park Dr. to Snow Hill Rd.; thence proceeding southeasterly along Snow Hill Rd. to Robins Ave.; thence proceeding southwestwardly along Robins Ave. to the Salisbury Corporate Limit Line; thence proceeding westerly along the Salisbury Corporate Limit Line to Onley Rd.; thence proceeding easterly along Onley Rd. to a point at the boundary line between the Wicomico County Board of Education (Bennett Sr. High School) and the State of Maryland (Holly Center); thence proceeding northerly along said boundary line to a point 20 feet south of the Salisbury Corporate Limit Line; thence proceeding westerly in a line parallel to E. College Ave. 460 feet. more or less. to a point due south of where the westerly right-of-way line of Adams Ave. would intersect E. College Ave.; thence proceeding due north to E. College Ave.; thence proceeding westerly along E. College Ave. to Spring Ave.; thence

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

Third District.

All of that portion of Wicomico County bounded and described as follows: Beginning at the southwest corner of the Salisbury Corporate Limit. said point being the intersection of the Salisbury Corporate Limit Line and the southeasterly shoreline of the Wicomico River: thence proceeding northwesterly with said Corporate Limit Line across the Wicomico River to a point on the northwesterly shoreline of said river: thence continuing northerly with the Salisbury Corporate Limit Line to a point on the northwest shoreline of the Wicomico River at or near the southeasterly corner of the City of Salisbury Wastewater Treatment Plant Property: thence proceeding northeasterly with said shoreline and the Salisbury Corporate Limit Line to the point of intersection of the Salisbury Corporate Limit Line and northwesterly shoreline of the Wicomico River at or near the southwesterly corner of the Chesapeake Shipbuilding property: thence leaving said Corporate Limit Line and proceeding northerly with said shoreline to a point opposite of the centerline of Alabama Ave: thence proceeding southeasterly, crossing the Wicomico River to a point on the southeasterly shoreline at a point where an extension of the centerline of Alabama Ave. would meet the shoreline: thence proceeding southwesterly along said shoreline to a point on the boundary line between the properties known as 798 Terrie Ct. and 800 Terrie Ct.; thence proceeding southerly along said boundary line to Terrie Ct.; thence proceeding southerly along Terrie Ct. to Ridge Rd.; thence proceeding southeasterly along Ridge Rd. to Riverside Dr.; thence proceeding northeasterly along Riverside Dr. to Georgia Ave.; thence proceeding southeasterly along Georgia Ave. to Riverside Rd.; thence proceeding northeasterly along Riverside Rd. to Georgia Ave.; thence proceeding easterly along Georgia Ave. to Oak Hill Ave.; thence proceeding southerly along Oak Hill Ave. to Virginia Ave.; thence proceeding easterly along Virginia Ave. to Camden Ave.; thence proceeding southerly along Camden Ave. to Middle Blvd.; thence proceeding easterly along Middle Blvd. to Smith St.; thence proceeding southerly along Smith St. to Monticello Ave.; thence proceeding easterly along Monticello Ave. to Hanover St.; thence proceeding southerly along Hanover St. to Pinehurst Ave.; thence proceeding easterly along Pinehurst Ave. to S. Salisbury Blvd.; thence proceeding southerly along S. Salisbury Blvd. to W. College Ave.; thence proceeding easterly along W. College Ave. to its intersection with S. Division St.; thence proceeding easterly along E. College Ave. to Marion St.; thence proceeding northerly along Marion St. to an alley; thence proceeding easterly along the alley to Roger St.; thence proceeding southerly along Roger St. to E. College Ave.; thence proceeding easterly along E. College Ave to Cecil St.; thence proceeding northerly along Cecil St. to the alley; thence proceeding easterly along the alley to Spring Ave.; thence proceeding southerly along Spring Ave. to E. College Ave.; thence proceeding easterly along E. College Ave. to a point opposite of the westerly right-of-way line of Adams Ave; thence proceeding due south 460 feet, more or less, to a point: thence proceeding easterly in a line parallel to E. College Ave. to a point on the boundary line between the Wicomico County Board of Education (Bennett Sr. High School) and the State of Maryland (Holly Center), 20 feet south of the Salisbury Corporate Limit Line; thence proceeding southerly along said boundary line to Onley Rd.; thence proceeding westerly along Onley Rd. to the Salisbury Corporate Limit Line: thence proceeding northerly along the Salisbury Corporate Limit Line to the easterly shoreline of the Wicomico River; thence proceeding southwesterly along said shoreline and continuing with the Salisbury Corporate Limit Line to the point of beginning.

Fourth District.

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

Mill. St.; thence proceeding northeasterly along Mill St. to the southerly shoreline of the East Prong of the Wicomico River; thence proceeding westerly along said shoreline to a point where the easterly shoreline of the Wicomico River intersects the southerly shoreline of the East Prong of the Wicomico River; thence proceeding northerly across the Wicomico River to the west shoreline of the North Prong of the Wicomico River at W. Main St.; thence proceeding northerly along said shoreline to the thread of Johnson Pond at W. Isabella St.; thence proceeding northerly with the thread of Johnson Pond to the Salisbury Corporate Limit Line opposite Deer's Head State Hospital; thence proceeding easterly along the Salisbury Corporate Limit Line to the northerly right-of-way line of Middle Neck Dr.; thence proceeding westerly along said right-of-way line to Moss Hill Ln.; thence proceeding southerly along Moss Hill Ln. to an unnamed street lying south of and adjacent to the apartment buildings at 1240 and 1260 Middle Neck Dr.; thence proceeding westerly along the unnamed street to Brookridge Dr.; thence proceeding northerly along Brookridge Dr. to Middle Neck Dr.; thence proceeding westerly along Middle Neck Dr. to Hammond St.; thence proceeding northerly along Hammond St. to N. Division St.; thence proceeding westerly along N. Division St. to Homer St.; thence proceeding southerly along Homer St. to Johnson St.; thence proceeding easterly along Johnson St. to Decatur Ave.; thence proceeding southerly along Decatur Ave. to Mabel Ave.; thence proceeding westerly along Mabel Ave. to Truitt St.; thence proceeding southerly along Truitt St. to the Norfolk Southern Railway; thence proceeding westerly along the Norfolk Southern Railway to a railroad spur; thence proceeding northwesterly along the railroad spur to Brown St.; thence proceeding southwesterly along Brown St. to E. Railroad Ave.; thence proceeding southerly along E. Railroad Ave. to E. William St.; thence proceeding easterly along E. William St. to Ward St.; thence proceeding southerly along Ward St. to E. Salisbury Pkwy.; thence proceeding easterly along E. Salisbury Pkwy. to Davis St.; thence proceeding southerly along Davis St. to E. Main St.; thence proceeding easterly along E. Main St. to Long Ave.; thence proceeding southerly on Long Ave. to Parkway Ave.; thence proceeding westerly along Parkway Ave. to its intersection with Glen Ave.; thence proceeding southerly along Beaver Dam Dr. to S. Park Dr.; thence proceeding easterly along S. Park Dr. to Beaver Dam Dr.; thence proceeding southerly along Beaver Dam Dr. to Richwil Dr.; thence proceeding westerly along Richwil Dr. to Sheffield Ave.; thence proceeding southerly along Sheffield Ave. to Snow Hill Rd.; thence proceeding northwesterly along Snow Hill Rd. to Buena Vista Ave.; thence proceeding westerly along Buena Vista Ave. to Franklin Ave.; thence proceeding southerly along Franklin Ave. to W. Carroll St.; thence proceeding westerly along W. Carroll St. to Oak St.; thence proceeding southerly along Oak St. to the centerline extension of Elmwood St.; thence proceeding westerly along said extension of Elmwood St. to Eastern Shore Dr.; thence proceeding southerly along Eastern Shore Dr. to Washington St.; thence proceeding westerly along Washington St. to a railroad track; thence proceeding southerly along the railroad track to a point where an extension of the centerline of Morris Ln. would intersect the railroad track; thence proceeding easterly along said extension of Morris Ln. to Morris Ln.; thence proceeding easterly along Morris Ln. to Eastern Shore Dr.; thence proceeding southerly along Eastern Shore Dr. to Lee St.; thence proceeding westerly along Lee St. and continuing beyond Lee St. in the same direction to the railroad track; thence proceeding northerly along said railroad track to a point on the centerline of an extension of Roland St.; thence proceeding westerly along said extension of Roland St. and the bed of Roland St. to S. Salisbury Blvd.; thence proceeding northerly along S. Salisbury Blvd. to Ohio Ave.; thence proceeding westerly along Ohio Ave. to Waverly Dr.; thence proceeding northerly along Waverly Dr. to Newton St.; thence proceeding westerly along Newton St. to Light St.; thence proceeding southerly along Light St. to Maryland Ave.; thence proceeding westerly along Maryland Ave. to Camden Ave.; thence proceeding northerly along Camden Ave. to Wicomico St.; thence proceeding westerly along Wicomico St. to the point of beginning.

Fifth District.

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

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

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

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

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

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

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

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

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 25th day of April, 2022.

314 _____
315 Kimberly R. Nichols,
316 City Clerk

John R. Heath,
Council President



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.

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

RECITALS

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

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

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

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

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

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

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

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

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

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

41 within forty days after the Resolution has been adopted.

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

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

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

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

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

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

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

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

59
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61 _____
62 Kimberly R. Nichols,
63 City Clerk
64

John R. Heath,
Council President



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

TO: City Council
FROM: Julia Glanz, City Administrator
SUBJECT: Charter Amendment Resolution No. 2022-3
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 in relation to updated election dates.

A RESOLUTION TO AMEND § SC6-9 OF THE CHARTER OF THE CITY OF SALISBURY TO REFLECT THE CITY'S CONTEMPORARY ELECTION OF MAYOR AND COUNCIL.

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

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

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

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

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

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 25th day of April, 2022.
75

76
77 _____
78 Kimberly R. Nichols,
79 City Clerk
80

John R. Heath,
Council President



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.



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.

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RESOLUTION NO. 3167

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO
AUTHORIZE THE MAYOR TO ENTER INTO, ON BEHALF OF THE CITY OF
SALISBURY, AN 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.**

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Council**”) determined there is surplus real property owned by the City of Salisbury (the “**City**”) that should be redeveloped and, furthermore, that there is a strong public need for increased infill development within the City;

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**”);

WHEREAS, on November 10, 2014, the City declared the Property surplus property;

WHEREAS, pursuant to § 16-8 *et seq.* of the Salisbury City Charter (the “**Charter**”) and Chapter 2.36 of the Salisbury City Code (the “**City Code**”), the City has to right to offer at public sale property declared surplus and to make awards thereof in the best interest of the City;

WHEREAS, City-owned surplus property should be developed, not only in consideration of the highest bid price but in consideration of the type of development proposed, and such development should require a commitment from the purchaser to develop such City-owned surplus property in a manner that will raise the City’s tax base and be in the best interest of the citizens of the City;

WHEREAS, in accordance with the foregoing, the City determined it to be in the best interest of the citizens of the City to sell the Property;

WHEREAS, the City of Salisbury advertised for proposals for the purchase and redevelopment of the Property;

WHEREAS, Council selected the proposal submitted by Green Streeting Housing, LLC as the awardee of the request for proposal, and, in accordance therewith, authorized the Mayor, on behalf of the City, to enter into that certain Disposition Contract dated March 31, 2016 with Green Street Housing, LLC setting forth the terms and conditions governing Green Street Housing, LLC’s purchase and redevelopment of the Property (the “**Original LDA**”);

WHEREAS, for various reasons, including the global COVID-19 pandemic, Greet Street Housing, LLC’s purchase and redevelopment of the Property has been delayed, and the City and Green Street Housing, LLC have agreed to amend the Original LDA, in its entirety, as more particularly set forth in the Amended and Restated Land Disposition Agreement (the “**Amended LDA**”) attached hereto and incorporated herein as **Exhibit A**, to provide the rights and obligations of the City and Green Street Housing, LLC with respect to the following: **(i)** Green Street Housing, LLC’s purchase of the Property as described in the Amended LDA; **(ii)** the City’s lease of all that certain real property owned by the City and identified as 501 Willow Street, Salisbury, Maryland 21801 (Map 0106, Grid 0016 and Parcel 1588), consisting of 14,487 square feet, to Green Street Housing, LLC to improve that parcel for the use of parking for the Property; and, **(iii)** such other matter(s) relating to Green Street Housing, LLC’s purchase, lease and redevelopment of the project, subject to the terms and conditions contained in the Amended LDA; and

WHEREAS, by this Resolution, the Council **(i)** hereby approves the Amended LDA (attached hereto and incorporated herein as **Exhibit A**) and **(ii)** hereby authorizes the Mayor’s execution thereof on behalf of the City; and,

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

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

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80
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82 Approved by me, this _____ day of _____, 2022.

83
84
85 _____
86 **Jacob R. Day, Mayor**

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]

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AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2022 GENERAL FUND BUDGET TO APPROPRIATE FUNDS TO THE SALISBURY FIRE DEPARTMENT'S TRAINING ACCOUNT.

WHEREAS, the Salisbury Fire Department has a college education tuition program that covers the cost for members to obtain Paramedic certification; and

WHEREAS, reimbursement of all incurred expenses in connection with obtaining a Paramedic certification must be made if the member ceases employment with the Department; and

WHEREAS, the City has received a reimbursement check from Dorchester County EMS, pursuant to that program, in the amount of \$4,082.00 and deposited those reimbursed funds in the City's General Fund; and

WHEREAS, the Salisbury Fire Department has use for the reimbursed funds and requests that the \$4,082.00 be reallocated to the Salisbury Fire Department Operating Budget for FY2022; and

WHEREAS, the budget amendment as provided herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

Section 1. The City of Salisbury's Fiscal Year 2022 General Fund Budget be and is hereby amended as follows:

- (a) Increase the Current Year Misc. Receipts (01000-456911) by \$4,082.00 and
- (b) Increase the Salisbury Fire Department's Training/Schools Account (24035-555504) by \$4,082.00.

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 11th day of April, 2022 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of _____, 2022.

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ATTEST:

Kimberly R. Nichols, City Clerk


John R. Heath, City Council President

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

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Richard D. Baldwin, Acting Director of Infrastructure and Development 
Date: April 21, 2022
Re: Zoning Code Text Amendment Amending Section 17.04.04

The text amendment to section 17.04.04 was prepared by the City Attorney and received Planning Commission Public Hearing and Planning Commission approval on April 21, 2022.

1. Ordinance for a text amendment to Zoning Code in Title 17 Zoning.
 - a. Amending Section 17.04.04 of the Salisbury City Code, entitled "Method Of Regulation," to add language exempting Federal, State And Local Governments from Title 17.
 - b. The amendment will clarify confusing language in the existing code. Wicomico County has similar exemption language.
 - c. This language was being added as part of the comprehensive rezoning process, however the Anne Street Village project is accelerating the need for the amendment.

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

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

ORDINANCE NO. 2716

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING SECTION 17.04.040 OF THE SALISBURY CITY CODE, ENTITLED “METHOD OF REGULATION”, TO ADD CONFIRMATORY LANGUAGE EXEMPTING FEDERAL, STATE AND LOCAL GOVERNMENTS FROM TITLE 17 OF THE SALISBURY CITY CODE.

WHEREAS, the ongoing application, administration and enforcement of Title 17 (Zoning) of the City Code of the City of Salisbury (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to keep the provisions of Title 17 current, comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, the Mayor and Council may amend Title 17 (Zoning) of the Salisbury City Code pursuant to the authority granted by MD Code, Land Use, § 4-102, subject to the provisions set forth in § 17.228.020 of the Salisbury City Code;

WHEREAS, it is widely accepted in Maryland that a local government, when it owns, leases, or otherwise controls property in that locality and puts the property to public use, is not subject to its own zoning laws, absent an explicit legislative provision manifesting an intent that the local government be subject to those laws;

WHEREAS, the Mayor and Council find that the health, safety and general welfare of the citizens of the City will be furthered by amending Section 17.04.040 of the Salisbury City Code to add confirmatory language that Federal, State and Local governments are exempt from Title 17;

WHEREAS, pursuant to § 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code requires the recommendation of the Salisbury Planning and Zoning Commission (the “Planning Commission”) prior to the passage of an ordinance amending Chapter 17.04;

WHEREAS, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of § 17.228.020 of the Salisbury City Code on April 21, 2022;

WHEREAS, at the conclusion of its April 21, 2022 meeting, the Planning Commission recommended, by a vote of 5-0, that the amendment to Section 17.04.040 of the Salisbury City Code set forth herein be approved by the Mayor and Council; and

WHEREAS, the Mayor and Council have determined that the amendment to Section 17.04.040 of the Salisbury City Code set forth shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Title 17 of the Salisbury City Code is hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows:

Section 1. By amending Section 17.04.040 of the Salisbury City Code, entitled “Method of regulation” as follows:

The method to be used for carrying out the legislative intent shall be by ordinance of the city council dividing the city into districts of such number, shape and area as may be deemed necessary to carry out the purpose of the grant of powers in ~~Article 66B~~ **the Land Use Article** of the Annotated Code of Maryland to promote health, safety, morals and the general welfare of the community. Within such districts the city may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land. All such regulations shall be uniform for each class or kind of buildings throughout each district, but the regulations in one district may differ from those in other districts. The regulations herein are intended to carry out the mandate of the Acts and Articles expressed in the legislative authority above.

This Title (Title 17) shall not apply to land, buildings or other structures owned by or leased solely to the Federal Government, the State of Maryland, Wicomico County, or the City of Salisbury, provided that such land, buildings or other structures are used for a public purpose.

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

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

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

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

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

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

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

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

Jacob R. Day, Mayor



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.

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

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ORDINANCE NO. 2717

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***.

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

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

5.52.040 Investigation of premises—Report.

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

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

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

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

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

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

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

5.52.060 License fee.

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

5.52.070 Refunding of license fee.

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

5.52.080 Expiration of license.

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

5.52.090 Nontransferability.

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

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

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

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

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

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

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

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2022.

Jacob R. Day, Mayor



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

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AN ORDINANCE OF THE CITY OF SALISBURY AMENDING CHAPTER 2.32 OF THE SALISBURY CITY CODE, ENTITLED “PURCHASES AND SALES,” TO INCREASE THE MAXIMUM DOLLAR AMOUNT FOR DIRECT PURCHASES AND THE MINIMUM DOLLAR AMOUNT FOR FORMAL COMPETITIVE BIDDING IN ORDER TO INCREASE PROCUREMENT EFFICIENCY IN A MARKET OF INCREASED COSTS.

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to comply with present community and market standards and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”); and

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to, *inter alia*, assure the good government of the municipality and to protect the health, comfort and convenience of the citizens of the City; and

WHEREAS, pursuant to § SC16-1.B of the City Charter, the Council by ordinance shall fix, and from time to time may change, the maximum amount of any such direct purchase, provided that such maximum authorized amount shall in no event exceed the maximum direct purchase amount set by the Ordinance of the Council, from time to time; and

WHEREAS, the Councils find that the health, safety, convenience, and general welfare of the citizens of the City will be furthered by amending Chapter 2.32 of the Salisbury City Code to increase the maximum dollar amount for direct purchases and the minimum dollar amount for formal competitive bidding in order to increase procurement efficiency in a market of increased costs; and

WHEREAS, the Mayor and Council have determined that the amendments to Chapter 2.32 of the Salisbury City Code set forth below shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Chapter 2.32 of the Salisbury City Code is hereby amended as follows:

Section 1. Section 2.32 of the City Code shall be amended by adding the bolded and underlined language and deleting the strikethrough language below.

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) or less~~ **less than fifty thousand dollars (\$50,000.00)**, 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.

- 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);
 - 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;

133 g. Award is made pursuant to requirements under competitive sealed bidding.

134 3. Competitive Sealed Proposals.

135 a. Competitive sealed proposals may be used when the Director of Procurement
136 determines that specifications cannot be prepared that allow an award based on the
137 lowest bid price, the lowest evaluated bid price, or the bid most favorable to the city;
138 or when the use of competitive sealed bidding is not practicable or not advantageous
139 to the city.

140 b. A request for proposals shall follow the notice and invitation to bid requirements
141 found in subsection (C)(1)(a).

142 c. A request for proposals shall include a statement of the scope of the procurement and
143 the factors including price, that will be used in evaluating proposals and the relative
144 importance of each factor.

145 d. After receipt of proposals, but before award, the director may conduct discussions
146 with an offeror to:

147 i. Obtain the best price for the city;

148 ii. Ensure full understanding of the city's requirements and the offeror's
149 proposal.

150 e. If discussions are conducted, the director:

151 i. Shall provide an opportunity to participate to each responsible offeror who
152 submits a proposal that, in the judgment of the director, is reasonably
153 susceptible of being selected for award;

154 ii. Shall treat all of those responsible offerors fairly and equally;

155 iii. May allow all of those responsible offerors to revise their initial proposals
156 by submitting best and final offers, if discussions indicate that it would be
157 in the best interest of the city to do so;

158 iv. May conduct more than one series of discussions and requests for best and
159 final offers; and

160 v. May not disclose to an offeror any information derived from a proposal of
161 or discussion with a competing offeror.

162 f. Proposals are irrevocable for the period specified in the request. A best and final offer
163 is irrevocable for the period specified in the request for best and final offers.

164 g. The director shall award the procurement contract to the responsible offeror who
165 submits the proposal or best and final offer determined to be the most advantageous
166 to the city considering the evaluation factors set forth in the request for proposals.

167 4. Competitive Negotiations.

168 a. To be used for certain professional, architectural, engineering, or other specialized
169 services;

170 b. The director requests statements of qualifications and information including
171 description of work, time estimate, past experiences, references, hourly rates, if
172 applicable;

173 c. All responses are evaluated and discussions may be conducted with any bidder to
174 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.
- 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)

261 **2.32.080 Disposition of surplus supplies.**

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

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

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

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

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

293 **ATTEST:**

294
295 _____
296 **Kimberly R. Nichols, City Clerk**

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

297
298 Approved by me, this _____ day of _____, 2022.
299

300 _____
301 **Jacob R. Day, Mayor**
302
303



To: All Council Members
From: Nathaniel Sansom, Special Assistant to the Mayor
Subject: Tree Removal Permit
Date: April 21, 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.



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.

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

Tree 1: 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 <input type="checkbox"/> Tree 2 <input type="checkbox"/> Tree 3 <input type="checkbox"/> Tree 4 <input type="checkbox"/>
Tree 2: Reason for removal: _____ Species : _____ Size (DBH): _____	
Tree 3: Reason for removal: _____ Species : _____ Size (DBH): _____	
Tree 4: Reason for removal: _____ Species : _____ Size (DBH): _____	

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 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, a fee 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 Salisbury's Critical Area District shall not be subject to the tree replacement requirement. Additionally, trees removed within approved Forest Conservation Plan area, authorized under the Forest Conservation Act, shall not be subject to the tree replacement requirement. All applicants claiming either of these exemptions must provide appropriate documentation verifying either their participation in an approved Forest Conservation Plan or confirming that the trees which they seek to remove are located within the Critical Area District.

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: _____

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ORDINANCE NO. 2719

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING TITLE 8 OF THE SALISBURY CITY CODE, ENTITLED "HEALTH AND SAFETY", TO ADD SECTION 08.07 TO REQUIRE A PERMIT TO REMOVE CERTAIN TREES FROM PROPERTY WITHIN THE CITY AND TO REQUIRE REPLACEMENT OF TREES OR PAYMENT INTO A TREE RESTORATION FUND.

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code (the "**Salisbury City Code**") demonstrates a need for its periodic review, evaluation and amendment, in order to comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the "**City**");

WHEREAS, the Mayor and Council of the City of Salisbury (the "**Mayor and Council**") are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, the Mayor and Council may amend Title 8 of the Salisbury City Code pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter;

WHEREAS, recognizing Salisbury's status as a Tree City USA city, the purpose of this ordinance is to establish policies, regulations and standards necessary to ensure that the City will continue to realize the benefits provided by its urban forest;

WHEREAS, the Mayor and Council find that the health, safety and general welfare of the citizens of the City will be furthered by amending Title 8 of the Salisbury City Code to require a permit to remove certain trees within the City, and to require replacement of such trees or payment into a Tree Restoration Fund; and

WHEREAS, the Mayor and Council have determined that the amendments to Title 8 of the Salisbury City Code set forth shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Title 8 of the Salisbury City Code is hereby amended by adding the bolded and underlined language as follows:

Section 1. Title 8 of the Salisbury City Code of the Salisbury City Code, entitled "Health and Safety" is amended by adding Chapter 08.07 as follows:

Chapter 08.07 TREE REMOVAL PERMIT

08.07.010 Purpose.

Recognizing Salisbury's status as a Tree City USA city, the purpose of this Chapter is to establish policies, regulations and standards necessary to ensure that the City will continue to realize the benefits provided by its urban forest.

08.07.020 Scope.

Nothing contained in this Chapter shall be deemed to impose any liability or duty upon the City, its officers or employees, nor to relieve any owner of private property from any duty to keep a tree, shrub or plant under control and in such condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any street, park, boulevard, alley or public place within the 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

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

08.07.060 Replacement of trees; Payment to Tree Replacement Fund.

A. 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.

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

C. Exemptions.

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

2. Trees located within the Chesapeake Bay Critical Area Overlay District (the "Critical Area District") shall not be subject to the provisions of 08.07.060 and need not be replaced. All applicants claiming this exemption shall provide documentation verifying that the property for which tree removal permit(s) would be sought is located within the Critical Area District as established in Chapter 12.20.

08.07.070 Tree Replacement Fund.

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

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

08.07.080 Responsibility of enforcement.

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

08.07.090 Violations, penalties.

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

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

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

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

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

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

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

158 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.
159

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

164 **ATTEST:**

165
166
167 _____
168 **Kimberly R. Nichols, City Clerk**

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

169 Approved by me, this _____ day of _____, 2022.
170

171 _____
172 **Jacob R. Day, Mayor**



To: All Council Members
From: Nathaniel Sansom, Special Assistant to the Mayor
Subject: Vacancy Fees – Chapter 15.22 Revisions
Date: April 21, 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.

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ORDINANCE NO. 2720

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING SECTION 15.22 OF THE SALISBURY CITY CODE, ENTITLED “VACANT BUILDINGS”, TO REQUIRE REGISTRATION OF VACANT LOTS AND PAYMENT OF ANNUAL FEES.

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, the Mayor and Council may amend Section 15.22 of the Buildings and Construction Title of the Salisbury City Code pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter;

WHEREAS, the purpose of Section 15.22 of the Buildings and Construction Title of the Salisbury City Code is to protect the public health and safety and the general welfare of the citizens of the City of Salisbury and to assist the city government in monitoring the number of vacant properties in the city to assess the effects of the condition of those properties on nearby businesses and the neighborhoods in which they are located, particularly in light of fire safety hazards and unlawful, temporary occupancy by transients, including illicit drug users and traffickers, and to promote substantial efforts to rehabilitate such vacant properties;

WHEREAS, the Mayor and Council find that the health, safety and general welfare of the citizens of the City will be furthered by amending Section 15.22 of the Salisbury City Code to require the registration of vacant lots and the payment of annual fees; and

WHEREAS, the Mayor and Council have determined that the amendments to Section 15.22 of the Salisbury City Code set forth shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Section 15.22 of the Buildings and Construction Title of the Salisbury City Code is hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows:

Section 1. Section 15.22 of the Salisbury City Code of the Salisbury City Code, entitled “Vacant Buildings” is amended as follows:

Chapter 15.22 VACANT BUILDINGS

15.22.010 Scope.

The provisions of this chapter govern buildings **and lots** located within the city of Salisbury, **with the exception that the provisions of the chapter shall not apply to lots located within residential districts.**
(Ord. 2017 § 1 (part), 2006)

15.22.020 Purpose.

The purpose of this chapter is to protect the public health and safety and the general welfare of the citizens of the city of Salisbury and to assist the city government in monitoring the number of

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

15.22.030 Definitions.

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

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

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

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

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

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

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

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

(Ord. 2017 § 1 (part), 2006)

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

15.22.040 Vacant ~~building~~ **property** registration.

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

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

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

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

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

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

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

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

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

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

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

(Ord. 2017 § 1 (part), 2006)

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

15.22.050 Transfer.

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

(Ord. 2017 § 1 (part), 2006)

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

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

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

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

15.22.070 Prohibited occupancy.

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

15.22.080 Appeals procedure.

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

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

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

15.22.090 Violations—Penalties.

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

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

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

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

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

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

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

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194

195 Jacob R. Day, Mayor

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INTER

OFFICE

MEMO

Department of Finance

To: Julia Glanz, City Administrator
From: Keith Cordrey, Director of Finance Department
Subject: FY23 Budget Ordinances
Date: 04/21/2021

KAC

Please find attached the FY23 Budget Ordinance. This ordinance establishes the appropriations necessary to operate the City during FY22. It also authorizes project and grant funding.

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

ORDINANCE NO. 2721

AN ORDINANCE APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE GOVERNMENT AND ADMINISTRATION OF THE CITY OF SALISBURY, MARYLAND FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2023, ESTABLISHING THE LEVY FOR THE GENERAL FUND FOR THE SAME FISCAL PERIOD AND ESTABLISHING THE APPROPRIATION FOR THE WATER AND SEWER, PARKING AUTHORITY, CITY MARINA, AND STORM WATER FUNDS.

BE IT ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule A – Operating Budget Appropriations are hereby appropriated for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023 to fund operations of the City of Salisbury, Maryland.

BE IT FURTHER ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule B – Capital Project Appropriations are hereby appropriated for Capital Projects.

BE IT FURTHER ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule C – Anticipated Grant Expenditures are hereby appropriated for the grants listed, and the Mayor is authorized to enter into any necessary agreements or memoranda in order to receive and expend these funds.

BE IT FURTHER ORDAINED that:

- 1) The tax levy be, and the same be hereby set, at \$.9832 per \$100 of assessed valuation of all real property, at \$3.51 per \$100 of assessed valuation for all personal property categorized as utilities, and at \$2.40 per \$100 of assessed valuation for all other personal property subject to taxation by the City of Salisbury for General Fund purposes, including debt service purposes (exclusive of revenues derived from the Water and Sewer Fund for debt service purposes attributed to water and sewer activities); and
- 2) All taxes levied by this ordinance shall be liens from and after July 1, 2022 and shall be due and payable as specified in Title 14 of the Tax Property article of the Annotated Code of Maryland, as amended.

AND BE IT FURTHER ORDAINED by the Salisbury City Council that a public hearing on the proposed budget ordinance will be held at ____ PM on _____, 2022 in Room 301 of the City/County Government Office Building, 125 N. Division Street, Salisbury, Maryland.

AND BE IT FURTHER ORDAINED by the Salisbury City Council that this Ordinance shall take effect upon final passage.

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

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

APPROVED BY ME THIS _____ day of _____, 2022

Jacob R. Day, Mayor

Schedule A - Operating Budget Appropriations

1)	General Fund – for the general municipal purposes of the City of Salisbury:	
	City Council / City Clerk	266,237
	Mayor's Office/ Development Services	1,370,924
	Finance	871,734
	Procurement / Municipal Buildings	619,601
	City Attorney	345,000
	Information Technology	693,722
	Police	16,253,437
	Fire	10,837,434
	Housing and Community Development	1,331,082
	Infrastructure and Development	1,980,147
	Field Operations	6,447,289
	Arts, Business, and Culture Development	2,392,806
	Debt Service & Other Uses	6,092,383
	Total	49,501,796
2)	Parking Authority Fund – for the special assessment district known as the Parking Authority	
	Total	887,510
3)	Water Sewer Fund - for operations of the water and sewer departments	
	Total	19,544,650
4)	Marina Fund – for the operations of the enterprise known as the City Marina	
	Total	91,576
5)	Storm Water Fund – for the operations of the enterprise known as the Storm Water Fund	
	Total	930,232
	Grand Total	\$ 70,955,764

Schedule B – Capital Project Appropriations (1 of 2) General Capital Projects

Schedule B: General Capital Projects						
Funding Source						
Project Description	Approved Amount	PayGO Gen Fund	PayGO Storm Water	Grants	Reallocation	FY 24 Bond
Comprehensive Plan	150,000				150,000	
TownSquare	900,000					900,000
Mill Street Bridge Rehabilitation	60,000	-			60,000	
Impervious Surface Reduction	145,000		145000			
Stream Restoration along Beaverdam Creek	120,000		120000			
Schumaker Pond	10,000		10000			
Storm Drain Main Lining	25,000		25000			
North Prong Park Improvements	200,000			200,000		
Street Reconstuction (Milling and Paving)	45,000			45,000		
Rail Trail Master Plan Implementation	500,000			500000		
Mill Street Bridge Rehabilitation	240,000			240000		
Computer Aided Dispatch (CAD) Replacement	1,105,000					1,105,000
GOB HVAC Return Air Fans	37,500	37,500				
GOB Repair to West Wall	30,000				30,000	
GOB Ceiling and Lighting Replacement	22,500				22,500	
Station #16 HVAC Replacement	130,000					130,000
Rail Trail Master Plan Implementation	700,000					700,000
Downtown Street Scaping	775,000					775,000
Field Operations Facility Plan - Phase IIIB	1,100,000					1,100,000
General Fund & Capital Projects	6,295,000	37,500	300,000	985,000	262,500	4,710,000

Schedule B – Capital Project Appropriations (2 of2)

Project	Approved Amount	Capital Projects - Funding Source					
		PayGO	Grants	Reallocation	Impact Funds	Revolving Funds	Bond
<u>Water Sewer Fund</u>							
Restore Park Well Field	175,000					175,000	
Paleo Ground Storage Tank Painting	70,000					70,000	
Dump Truck	185,000	185,000					
Structural Study	150,000					150,000	
Raw Water Line at Naylor Mill Road	1,000,000	195,000		300,000		505,000	
Transfer From Sewer Impact	700,000				700,000		
Water Sewer Fund Total >>	2,280,000	380,000	0	300,000	700,000	900,000	0
<u>Parking Fund</u>							
Parking Garage Lot 1	10,750,000						10,750,000
Parking Fund Total >>	10,750,000	0	0	0	0	0	10,750,000

Notes:

(1) The above schedule authorizes transfer of \$700,000 from the Sewer Impact Fund to the Revolving Fund in order to fund maintenance projects.

Schedule C City Fiscal Year 2023 Appropriations for Grant-Funded Expenditures

Schedule C: City Fiscal Year 2023 Appropriations for Grant-Funded Expenditures										
Grant Name	Appropriation					Grant Dates		Funding		
	Funding by Grant			Funding by Grant Match		Start Date	End Date	Source	CFDA #	Dept/Agency
	Total	Prior Yrs	FY 2023	Amount	Account					
Comcast - Public, Educational & Governmental (PEG) Fees										
FY23 - PEG Fees from Comcast	63,000		63,000	N/A	N/A	7/1/2022	6/30/2023	Private	N/A	Comcast
Housing & Community Development										
FY23 - Homeless Solutions Program - Federal Funds (ESG)	20,000		20,000	N/A	N/A	7/1/2022	6/30/2023	Federal	14.231	DHCD
FY23 - Homeless Solutions Program - State Funds	25,000		25,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	DHCD
FY23 - Projects for Assistance in Transition from Homelessness (PATH)	30,000		30,000	N/A	N/A	7/1/2022	6/30/2023	Federal	93.150	SAMHSA
FY23 - DHCD SRP - Strategic Demolition Fund (SDF) - Sby N-hood Intervention Program	50,000		50,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	DHCD
FY22 - Community Development Block Grant (CDBG)	410,000		410,000	N/A	N/A	7/1/2022	N/A	Federal	14.218	HUD
FY23 - POS - Resurfacing of Existing Tennis Courts (DNR - Wic. Co.)	99,000		99,000	11,000	91001-599120	7/1/2022	6/30/2023	State	N/A	DNR
FY22 - POS - Zoo Special Events Pavilion, Phase 2 (DNR - Wic. Co.)	99,000	99,000		71,000	91001-599120	7/1/2022	6/30/2023	State	N/A	DNR
Infrastructure & Development Department										
FY22 - MEA Maryland Smart Energy Communities (MSEC)	35,000		35,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	MEA /MSEC
FY22 - MD Dept. of Transportation - State Aid Funds	44,000		44,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	MDOT
FY22 - MD Critical Area Commission - Grant-in-Aid Funds	4,000		4,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	MCAC
FY22 - Chesapeake & Coastal Services - North Prong Park	675,000		675,000	N/A	N/A	7/1/2022	6/30/2024	State	N/A	DNR
Water Works Department										
FY22 - ENR O&M Grant - MDE Bay Restoration Fund (BRF)	450,000		450,000	N/A	N/A	7/1/2021	6/30/2023	State	N/A	MDE / BRF
Salisbury Fire Department										
FY20 - Staffing -Adequate Fire & Emergency Response (SAFER)	2,716,236	2,716,236		N/A	N/A	8/31/2021	6/26/2025	Federal	97.083	DHS / FEMA
Salisbury Police Department										
FY23 - Bulletproof Vest Partnership (DOJ)	25,000		25,000	N/A	N/A	10/1/2022	9/30/2024	Federal	16.607	Dept. of Justice
FY23 - Bulletproof Vest Grant (GOCCP / DOJ-OJP)	9,000		9,000	N/A	N/A	10/1/2022	9/30/2024	Federal	16.607	GOCCP / DOJ-OJP
FY22 - MCIN Coalition - Wicomico County	296,650		296,650	Unknown	Unknown	7/1/2022	6/30/2023	State	N/A	GOCCP
FY23 - MD Criminal Intelligence Network (MCIN) (Estimated Future Application)	300,000		300,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	GOCCP
FFY20 - Edward Byrne Memorial JAG	21,096		21,096	N/A	N/A	10/1/2019	9/30/2022	Federal	16.738	Dept. of Justice
FFY21 - Edward Byrne Memorial JAG	24,726		24,726	N/A	N/A	10/1/2020	9/30/2022	Federal	16.738	Dept. of Justice
FFY22 - Edward Byrne Memorial JAG (Estimated Future Application)	24,000		24,000	N/A	N/A	10/1/2022	9/30/2024	Federal	16.738	Dept. of Justice
FFY23 - MD Highway Safety Office - Impaired Driver (DUI)	4,000		4,000	4,000	91001-599121	10/1/2022	9/30/2023	Federal	20.616	US DOT / MHSO
FFY23 - MD Highway Safety Office - Speed Enforcement	3,000		3,000	3,000	91001-599121	10/1/2022	9/30/2023	Federal	20.600	US DOT / MHSO
FFY23 - MD Highway Safety Office - Distracted Driver	3,000		3,000	3,000	91001-599121	10/1/2022	9/30/2023	Federal	20.600	US DOT / MHSO
FY22-23 - Expanded Development of Predictive Policing w/ Machine Learning (BJAG / GOCCP)	100,000		100,000	N/A	N/A	10/1/2022	9/30/2023	Federal	16.738	GOCCP / BJAG

Schedule C City Fiscal Year 2023 Appropriations for Grant-Funded Expenditures (page 2 of 2)

Schedule C: City Fiscal Year 2023 Appropriations for Grant-Funded Expenditures										
Grant Name	Appropriation					Grant Dates		Funding		
	Funding by Grant			Funding by Grant Match		Start Date	End Date	Source	CFDA #	Dept/Agency
	Total	Prior Yrs	FY 2023	Amount	Account					
FY 20 - Coronavirus Emergency Supplemental Funding Program (BJA)	78,445		78,445	N/A	N/A	1/20/2020	1/31/2023	Federal	16.034	OJP
FY21 - Community Policing Development (CPD) - De-Escalation Training Solicitation	105,158		105,158	N/A	N/A	9/1/2021	8/31/2023	Federal	16.710	COPS
FY21 - Collaborative Crisis Response Training Program (BJA)	100,000		100,000	N/A	N/A	10/1/2021	9/30/2024	Federal	16.745	OJP
FY23 - Police Recruitment & Retention Grant (PRAR / GOCCP)	20,000		20,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	GOCCP
FY23 - Police Recruitment & Retention Grant (PRAR / GOCCP) (Estimated Future Application)	24,000		24,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	GOCCP
2022 - State Aid For Police Protection Fund	558,865		558,865	N/A	N/A	7/1/2021	6/30/2022	State	N/A	GOCCP
2023 - State Aid For Police Protection Fund (Estimated Future Application)	550,000		5,550,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	GOCCP
FY18 - Wicomico County Adult Drug Treatment Court	443,469	443,469		N/A	N/A	1/1/2020	12/31/2022	Federal	16.585	Dept. of Justice
FFY23 - U.S. Marshals Program	7,000		7,000	N/A	N/A	10/1/2022	9/30/2023	Federal	16.111	US Marshals
Total										
	\$ 7,417,645	\$ 3,258,705	\$ 9,158,940	\$ 92,000						
Some of the Community Development grants will require an FY23 match totaling \$82,000, which will be transferred from account number 91001-599120										
The City's Housing First / Homeless Program will require a transfer from the General Fund in FY23 in the amount of \$108,697, which will be transferred from account number 91001-599200										
Some of the Police Dept. grants will require an FY23 match, totaling \$10,000, which will be transferred from account number 91001-599121.										
The Infrastructure & Development Dept. has applied for a FY22 - MEA Maryland Smart Energy Communities (MSEC) grant. The match for this grant of \$5,050 will be covered by Traffic (Org 22000) in kind labor.										
<p><i>This schedule serves to appropriate funds up to the amount listed and authorize the Mayor to expend grant funds for these programs up to the appropriation amount. Accounts will only be budgeted up to the amount included in the award letter. Awards that exceed the appropriation amount will require further council action. This also serves to authorize the Mayor to enter into any necessary agreements, contracts, or memoranda.</i></p>										

INTER

OFFICE

MEMO

Department of Finance

To: Julia Glanz, City Administrator
From: Keith Cordrey, Director of Finance
Subject: FY 2023 Water Sewer Rate Ordinance
Date: 04/14/2022

KAC

Please find attached a Budget Ordinance which sets the Water and Sewer Rates for FY2023. The rates will be effective for the bills dated 10/1/2022. The rates have been increased by 6% for FY2023.

Urban Services Rates have been increased to 2x In City Rates. Previously they were 1.5x In City Rates.

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

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ORDINANCE NO. 2722

**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND
INCREASING WATER AND SEWER RATES BY 6% AND MAKING
SAID CHANGES EFFECTIVE FOR ALL BILLS DATED OCTOBER 1,
2022 AND THEREAFTER, UNLESS AND UNTIL SUBSEQUENTLY
REVISED OR CHANGED.**

RECITALS

WHEREAS, the water and sewer rates must be revised in accordance with the proposed Fiscal Year 2023 Budget of the City of Salisbury and the appropriations thereby made and established for purposes of the Water and Sewer Departments.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF SALISBURY THAT, the water and sewer rate schedule set forth herein shall be adopted as follows:

Section 1.

A. Water and Sewer Rate Schedules:

Schedule I Metered Water Changes – In City Rates

Residential and Small Commercial

Minimum Charge	\$ 23.80 \$25.23 / quarter
Commodity Charge	\$ 3.55 \$3.76 / thousand gallons

Commercial

Customer Charge	\$ 445.29 \$472.01 / quarter
Commodity Charge	\$ 2.06 \$2.19 / thousand gallons

Large Commercial/Industrial

Customer Charge	\$ 688.17 \$729.58 / quarter
Commodity Charge	\$ 1.65 \$1.75 / thousand gallons

Schedule II Metered Water Charges – Outside City Rates

Residential and Small Commercial

Minimum Charge	\$ 44.90 \$47.60 \$50.45 / quarter
Commodity Charge	\$ 6.70 \$7.10 \$7.53 / thousand gallons

Commercial

Customer Charge	\$ 890.58 \$944.01 / quarter
Commodity Charge	\$ 4.14 \$4.39 /thousand gallons

Large Commercial/Industrial

Customer Charge	\$ 1,376.36 \$1,458.94 / quarter
Commodity Charge	\$ 3.33 \$3.53 /thousand gallons

Schedule III Metered Water Charges – Wor-Wic Community College and Urban Service District Rates

Residential and Small Commercial

Minimum Charge ~~\$35.68~~ **\$37.83/** quarter
Commodity Charge ~~\$5.33~~ **\$5.65/** thousand gallons

Commercial

Customer Charge ~~\$667.94~~ **\$708.02/** quarter
Commodity Charge ~~\$3.10~~ **\$3.29/** thousand gallons

Large Commercial/Industrial

Customer Charge ~~\$1,032.27~~ **\$1,094.20/** quarter
Commodity Charge ~~\$2.49~~ **\$2.64/** thousand gallons

Schedule IV Sewer Charges – In City Rates

Residential and Small Commercial

Minimum Charge ~~\$58.77~~ **\$62.30/** quarter
Commodity Charge ~~\$8.81~~ **\$9.34/** thousand gallons

Commercial

Customer Charge ~~\$1,110.26~~ **\$1,176.88/** quarter
Commodity Charge ~~\$5.13~~ **\$5.43/** thousand gallons

Large Commercial/Industrial

Customer Charge ~~\$1,712.63~~ **\$1,815.39/** quarter
Commodity Charge ~~\$4.10~~ **\$4.35/** thousand gallons

Schedule V Sewer Charges – Outside City Rates

Residential and Small Commercial

Minimum Charge ~~\$117.56~~ **\$124.62/** quarter
Commodity Charge ~~\$17.63~~ **\$18.69/** thousand gallons

Commercial

Customer Charge ~~\$2,220.51~~ **\$2,353.74/** quarter
Commodity Charge ~~\$10.23~~ **\$10.84/** thousand gallons

Large Commercial/Industrial

Customer Charge ~~\$3,425.27~~ **\$3,630.79/** quarter
Commodity Charge ~~\$8.23~~ **\$8.72/** thousand gallons

Schedule VI Sewer Charges – Wor-Wic Community College and Urban Service District Rates

Residential and Small Commercial

Minimum Charge	\$88.17 \$93.46/ quarter
Commodity Charge	\$13.23 \$14.02/ thousand gallons

Commercial

Customer Charge	\$1,665.39 \$1,765.31/ quarter
Commodity Charge	\$7.66 \$8.12/ thousand gallons

Large Commercial/Industrial

Customer Charge	\$2,568.94 \$2,723.08/ quarter
Commodity Charge	\$6.18 \$6.55/ thousand gallons

Schedule VII Sewer Charges – Sewer Only Customers

Rate	Number of fixtures	Quarterly In City	Quarterly Outside City	Quarterly Urban Service	District Rate
	1 One to two fixtures	\$75.17 \$79.68	\$150.35 \$159.37	\$112.77 \$119.53	
	2 Three to five fixtures	\$112.77 \$119.53	\$225.54 \$239.07	\$169.15 \$179.29	
	3 Six to twenty fixtures	\$162.07 \$171.80	\$324.14 \$343.59	\$243.10 \$257.69	
	For every five fixtures over twenty	\$66.84 \$70.85	\$133.66 \$141.68	\$100.24 \$106.26	

Schedule VIII Commercial and Industrial Activities

	Annual In City Rate	Annual Outside City Rate
1) For each fire service	\$373	\$746
2) For each standby operational service	\$373	\$746

B. Definitions:

Residential and Small Commercial Customers – These customers have average water utilization of less than 300,000 gallons in a quarter.

Commercial Customers – These customers have average water utilization of 300,000 gallons to 600,000 gallons per quarter.

Large Commercial/Industrial – These customers have average water utilization over 600,000 gallons per quarter.

Average Water Utilization Per Quarter – This will be based on annual consumption divided by 4 to get average quarterly water utilization.

C. Calculation of Bills:

For Residential and Small Commercial Customers – The minimum charge for both water and sewer will apply if water service is turned on at the water meter and usage is 0-6,000 gallons per quarter. Only the City can turn a meter on and off. For usage of 7,000 gallons and above, the commodity charge will be applied for each 1,000 gallons used and the minimum charge will not be applied.

For Commercial and Large Commercial/Industrial Customers – Every quarterly bill will receive a customer charge for both water and sewer. Then for each thousand gallons used the appropriate commodity charge will be applied.

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

Section 2. This Ordinance shall become effective for all bills dated October 1, 2022 and thereafter.

Section 3. A public hearing on this Ordinance will be held at _____ PM on _____, 2022 in Room 301 of the City/County Government Office Building, 125 N. Division Street, Salisbury, Maryland.

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

Section 5. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 6. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 6.

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

189 **ATTEST:**

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192 _____
193 **Kimberly R. Nichols, City Clerk**

194 **President**

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197 APPROVED BY ME THIS _____ day of _____, 2022

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200 _____
201 Jacob R. Day, Mayor

INTER

OFFICE

MEMO

Department of Finance

To: Julia Glanz, City Administrator
From: Keith Cordrey, Director of Finance
Subject: FY 2023 Fee Ordinance
Date: 4/14/2022

KAC

Please find attached a Budget Ordinance which sets the various fees for the City of Salisbury for FY 2023.

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

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**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND
TO SET FEES FOR FISCAL YEAR 2023 AND THEREAFTER,
UNLESS AND UNTIL SUBSEQUENTLY REVISED OR
CHANGED.**

RECITALS

WHEREAS, the various fees charged by the City of Salisbury are reviewed and then revised as part of the procedures associated with the adoption of the Fiscal Year 2023 Budget of the City of Salisbury; and

WHEREAS, the fee amounts set forth in the “FY 2023 Fee Schedule”, attached hereto and incorporated herein as **Exhibit 1**, identify and list all fee amounts proposed to be charged or otherwise assessed by the City of Salisbury for the period of the Fiscal Year 2023; and

WHEREAS, some fee amounts to be charged or otherwise assessed by the City of Salisbury in prior fiscal years may have been inadvertently omitted from the Fiscal Year 2023 Fee Schedule attached hereto as Exhibit 1, and any fee amount not listed in the said Fiscal Year 2023 Fee Schedule shall be and remain the fee amount set last forth in the City of Salisbury Municipal Code.

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

Section 1. The fee amounts set forth in the Fiscal Year 2023 Fee Schedule (the “**FY23 Fee Schedule**”) attached hereto as **Exhibit 1** and incorporated as if fully set forth in this Section 1, are hereby adopted by the Council of the City of Salisbury; and, furthermore, the fee amounts set forth in the FY23 Fee Schedule shall supersede the corresponding fee amounts set forth in the City of Salisbury Municipal Code until one or more of such fee amounts are subsequently amended.

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

Section 2. This Ordinance shall become effective as of July 1, 2022.

Section 3. A public hearing on this Ordinance will be held at _____ PM on _____ 2022 in Room 301 of the City/County Government Office Building, 125 N. Division Street, Salisbury, Maryland.

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

Section 5. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so

48 adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and
49 enforceable.

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51 **Section 6.** The recitals set forth hereinabove are incorporated into this section of the
52 Ordinance as if such recitals were specifically set forth at length in this Section 6.

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57 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council
58 of the City of Salisbury held on the ____ day of ____, 2022 and thereafter, a statement of the
59 substance of the Ordinance having been published as required by law in the meantime, was finally
60 passed by the Council of the City of Salisbury on the ____ day of June, 2022.

61
62
63 **ATTEST:**

64
65
66 _____
67 Kimberly R. Nichols, City Clerk

68 _____
69 John R. Heath, President
70 Salisbury City Council

71
72 APPROVED BY ME THIS ____ day of ____, 2022

73
74
75 _____
76 Jacob R. Day, Mayor

FY 2023 Fee Schedule

Licenses			
Alarm Company	80	Per year, Per Code 8.040.30	Police Dept
Amusement		Per Code 5.24.020	Finance
1-5 Machines	500	Per year	
6-10 machines	665	Per year	
11-15 machines	830	Per Year	
Greater than 15 machines	1,500	Per Year	
Billboard License	0.55-1.65	Per Year, per square foot	Finance
Transient Merchants and Mobile Vendors		Per Code 5.32.070	Bus Dev
New application	100		
Renewal	50	Per year	
Hotel License	50	Per Code 5.68.060	Bus Dev
Door to Door Solicitors	50	Plus \$40 background check performed, Per year, Per Code 5.34.070	City Clerk
Pool Table		Per Code 5.48.020	Finance
1	10	Each	
Additional tables over 1	5	Each	
Restaurant	80	Per year, Per Code 5.52.060	Finance
Theatre	75	Per year, Per Code 5.60.040	Police Dept
Towing Company			Police Dept
Application Fee	80		
License	80	Per Code 5.64.030	

Misc. Fees (by Business Development)			
Food Truck Pad Rental	50	Per month	
Trolley Rental Fee			
Hourly rate	150	Per hour, private event or for-profit business	
Hourly rate	125	Per hour, non-profit or government entity	

Misc. Fees (by Finance)			
Return Check Fee	40		

Misc. Fees (by City Clerk)			
Sale of Code Book		Each, Set by Resolution, Per Code 1.04.080	
Financial Disclosure Statement Late Fee	20	Per day for 5 days, then \$10 per day up to max of \$250; Per Code 1.12.060	
Circus or Horsemanship Event Fee	75	Per day, Per Code 5.44.010	
Other Exhibitions	5	Per day, Per Code 5.44.010	
Commercial Sound Truck Operation Fee	1	Per Code 8.20.080	
Filing Fee (Mayoral Candidates)	25	SC-8	
Filing Fee (City Council Candidates)	15	SC-8	
Bankrupt, Fire and Close-out sales	5	Per month, Renewal – \$50/month, Per code 5.16.010	

FY 2023 Fee Schedule

Landlord Licenses and Other Misc. fees (by the HCDD Department)		
Landlord License Fee 1st Year		Per Code 15.26.050
If paid within 60 days	120	
If paid by between 61-150 days	185	
If paid after 150 days	315	
Landlord License Unit Registration 1st Year		Per Code 15.26.040
If paid within 60 days	120	
If paid by between 61-150 days	185	
If paid after 150 days	315	
Landlord License Fee Renewal		Per Code 15.26.060
if paid by March 1st	75	
if paid 3/2 - 7/1	140	
if paid > 7/1	270	
Landlord License Unit Registration Renewal		Per Code 15.026.060
if paid by March 1st	75	per unit
if paid 3/2 - 7/1	140	For first unit plus \$88 for each additional unit
if paid > 7/1	270	For first unit plus \$96 for each additional unit
Administrative Fee for Fines	100	
Fore Closed Property Registration	25	One time fee, Per Code 15.21.040
Re-inspection Fee	100	On each citation, Per Code 15.27.030
Vacant Building Registration	200	Per year, Per Code 15.22.040
Vacant Building Registration 1st Year, prorated		
If registered/paid:		
7/1-9/30	200	
10/1-12/31	150	
1/1-3/31	100	
4/1-6/30	50	
Community Center Rental Fee		
Truitt Community Center – Gymnasium	35	Per hour
Truitt Community Center – Multi-purpose Field	10	Per hour
Newton Community Center – Community Room	20	Per hour
Newton Community Center – Kitchen	20	Per hour
Newton Community Center – Resource Office	15	Per hour
Community Center – Supplies, per Item	Vary	Each
Community Center – Equipment, per Item	Vary	Each

Misc. Fees (by Field Operations)		
Outdoor Rental Space – Small Family Functions, up to 20 people		
Park Pavilion	25	Per day
Outdoor Rental Space – Large Private Function or Public Events		
Park Pavilion (with restrooms)	75	Per Day W/O RR
Rotary/Bandstand, Doverdale, Lake Street	100	Per Day W RR
Amphitheater	160	Per day

FY 2023 Fee Schedule

Amphitheater Hourly Rental	25	Per hour weekend (max 2 hour block), as is
Amphitheater Hourly Rental	10	Per hour weekday (max 2 hour block), as is
Park Pavilion (no restrooms): Jeanette P. Chipman Boundless, Kiwanis, Marina Riverwalk, Market Street, Newton-Camden Tot Lot, Waterside	50	Per day
Streets /Parking Lots	100 1 st St and 50 each add	Per day
5K Race	150	Per day
City park, designated park area or amenity not listed	50	Per day
Ball field/ Basketball Court / Tennis Court	10 and 40 w/lights	Per hour
Personnel		
Site Supervisor Suggest \$25.00/ Site Coordinator	15	Per hour
Maintenance Labor	15	Per hour
Security/Police/EMS/FIRE (per person)	55	Per hour. 3 hours minimum or \$165
Supplies & Equipment		
Maintenance Supplies (as required)	Vary	
Sports Equipment	Vary	
Additional Trash Cans - Events with over 200 people require additional trashcans, recycle or compost bin and a recycling plan.	5	Per Container
Barrier Fence (Snow Fence)	1	Per Linear Foot
Traffic Control Devices		
Hard Stop Dump truck/other	50	Per day
Digital Msg. Board	50	Per day
Street Barricades	10	Each per day
Cones	1	Each per day
Traffic Control Sign	10	Each per day
Jersey Barrier	600	Minimum 4, delivery, set-up and remove

Waste Disposal Fees (by Field Operations)

Trash Service	67 63	Per quarter, Per Code 8.16.090
Bulk Trash Pick up	25	For three items, additional amounts for specific items, Per Code 8.16.060
Trash Cans	74	Per can (plus \$4.44 tax), Per Code 8.16.060

Water/Sewer Misc. Fees (by Water Works)

Water & Sewer Admin Fee (Late Charge)	50	Per occurrence, Per Code 13.08.040
Water Turn On Fee	80	For after hours, Per Code 13.08.040
Water Meter Reading Fee	25	Per request, Per Code 13.08.030
Water Turn On Fee	20	Per request, Per Code 13.08.040
Fire Service	746	Annually per property, Per Code 13.08.050
Meter Test		
In City Limits	40	Per request, Per Code 13.08.030
Out of City Limits	50	Per request, Per Code 13.08.030
Water and Sewer Services		See Water Sewer Rate Ordinance, Quarterly, Per Code 13.08.130-13.12.090

FY 2023 Fee Schedule

WWTP Pretreatment Program Fees (by Water Works)		
Significant Industrial Users: (Per Code 13.12.110)		
IA discharges flow \geq 5% of WWTP flow	8,700	30 units
IB discharges flow \geq 50,000 gpd	7,250	25 units
IC categorical user which discharges	5,800	20 units
ID discharges flow \geq 25,000 gpd	4,350	15 units
IE categorical user which does not discharge	2,900	10 units
Minor Industrial Users: (Per Code 13.12.110)		
IIA-1 discharges flow \geq 5,000 gpd or hospitals, campus	2,030	7 units
IIA-2 discharges flow \geq 5,000 gpd or light industry, hotels	1,450	5 units
IIB discharges flow \geq 1,000 gpd or fast food, large restaurants, large garages	580	2 units
IIC discharges flow 500 - 1,000 gpd or small restaurants, small garages	435	1.5 units
IID discharges flow \geq 500 gpd or restaurants that are carry out only no fryer	290	1 unit
IIE photographic processor which discharges silver rich wastewater	290	1 unit
<i>Pretreatment fees are an annual fee, invoices are sent each January to cover the calendar year.</i>		

Towing Fees		
Maximum Towing and Storage Fees (vehicles up to 10,000 GVW)		
Accident Vehicle Tow	200	
Disabled Vehicle Tow	80	
Emergency Relocation Tow	80	Per Code 5.64.100
Impound Vehicle Tow	135	
Standby/Waiting Time - Billed in 15 minute increments only after 16 minute wait	65	Per hour
Winching (Does not include pulling vehicle onto rollback type truck) - Billed in 15 minute increments	110	Per hour
Storage – Beginning at 12:01 am following the tow	50	Per calendar day or portion thereof, Per Code 5.64.120
Administrative Fee – Accidents and Impounds Only	30	
Snow Emergency Plan in Effect (in addition to other applicable towing fees)	30	
Release Fee (After hours only, at tower's discretion) – Normal business hours defined as M-F, 9am-6pm	55	

Building Fees (by the Department of Infrastructure and Development)		
Building Plan Review Fees (Per Code 15.04.030)		
<i>Fees based on cost of construction:</i>		Residential, Commercial, Accessory
Up to \$ 3,000	50	
\$3,001 to \$100,000	90	
\$100,001 to \$500,000	250 240	
\$500,001 to \$1,000,000	300 260	
\$1,000,001 and Up	375 340	
Building Permit Fees (Per Code 15.04.030)		
<i>Fees based on cost of construction:</i>		Residential, Commercial, Accessory, Fence
Up to \$ 3000	50	
\$3001 and Up	60	Plus (.0175 .0165 * Cost of Construction)
\$100,001 to \$500,000	1,300 1,200	Plus (\$10 for each \$1,000 over \$100,000)
\$500,001 to \$1,000,000	4,900 4,500	Plus (\$9 for each \$1,000 over \$500,000)
\$1,000,001 and Up	8,500 8,100	Plus (\$7 6 for each \$1,000 over \$1,000,000)

FY 2023 Fee Schedule

Outdoor Advertising Structure Fee (Per Code 17.216.240)	.50	Per SF foot of sign surface per year
Other Building Fees:		
Historic District Commission Application	50	
Board of Zoning Appeals	50	County Fee \$100, Per Code 17.12.110 <u>Plus advertising costs</u>
Demo - Residential	125	Per Code 15.04.030
Demo - Commercial	175	Per Code 15.04.030
Gas	30	Plus \$10 per fixture, Per Code 15.04.030b
Grading	200 100	Per Code 15.20.050
Maryland Home Builders Fund	50	Per new SFD
Mechanical	50	Per Code 15.04.030
Occupancy Inspection	75 50	Per Code 15.04.030
Plumbing	30	\$10 per fixture (may vary), Per Code 15.04.030b
Sidewalk Sign		Set by resolution, Per Code 12.40.020
Sidewalk Café Fee	<u>50</u>	Set by ordinance 2106, Per Code 12.36.020
Sign	50	Plus (\$1.50 per Sq Ft), Per Code 17.216.238
Temp Sign	25	Per month, Per Code 17.216.238
Temp Trailer	25	Per month, Per Code 15.36.030b
Tent	40	Per Code 15.04.030
Well	50	Per Code 13.20.020
Zoning Authorization Letter	50	Per Code 17.12.040
Re-inspection Fee	50	More than 2 insp of any required insp, Per Code 15.04.030
Adult Entertainment Permit Application Fee	100	Per Code 17.166.020
Outdoor Advertising Structure Fee	.50	Per sq ft of sign surface area, Per Code 17.216.240
Notice of Appeal Fee; Sidewalk Sign Standards Violation	100	Per Code 12.40.040
Reconnection Fee; Public Water Connection; Refusal of Inspection	25	Per Code 13.08.100
Administrative Fee – renew temporary certificate of occupancy	100	
<u>Annexation Fees:</u>		
Up to five (5) acres	2,000	
Five (5) acres or more but less than ten (10) acres	10,000	
Ten (10) acres or more but less than twenty five (25) acres	25,000	
Twenty five (25) acres or more but less than fifty (50) acres	35,000	
Fifty (50) acres or more	50,000	
<u>Planning Commission</u>		
<u>Comprehensive Development Plan Review – Non-Residential</u>	<u>\$250</u>	<u>Plus \$10 per 1,000 sq. ft. Subsequent submittals, which generate additional comments, may be charged an additional \$250.</u>
<u>Comprehensive Development Plan Review – Residential</u>	<u>\$250</u>	<u>Plus \$10 per unit. Subsequent submittals, which generate additional comments, may be charged an additional \$250.</u>
<u>Certificate of Design/Site Plan Review</u>	<u>\$250</u>	<u>Plus \$10 unit/acre. Subsequent submittals, which generate additional comments, may be charged an additional \$250.</u>
<u>Paleochannel/Wellhead Protection Site Plan Review</u>	<u>\$100</u>	
<u>Rezoning</u>	<u>\$200</u>	<u>Plus \$15 per acre and advertising cost</u>
<u>Text Amendment</u>	<u>\$200</u>	<u>Plus advertising cost</u>
Critical Area Program		Ordinance No. 2578
Certificate of Compliance (Per Code 12.20.110)		
Building Permits	75	<u>Activities per code 12.20.110.F. are exempt</u>

FY 2023 Fee Schedule

Major Subdivision: Preliminary	200 100	<u>In addition to standard fee</u>
Major Subdivision: Final	100	<u>Plus (\$25 per lot)</u>
Minor Subdivisions	50	
Plan approval/special projects	50	
Site Plans/Certificate of Design/Comprehensive Development Plan	100 50	<u>In addition to standard fee</u>
Sketch Plat	50	
Resubdivision	100 50	<u>In addition to standard fee</u>
Buffer Management Plan	50	
Fee-In-Lieu (Per Code 12.20.540)	1.50	\$1.50 per square foot of mitigation area
License to Encumber Program		
Application – Installation of Service Line	75	\$25 per additional service line in project area, defined as ¼ mile radius from primary address
Application – Large Boring Project	125	Includes up to 500 linear feet. \$50 for additional 250 linear feet above the initial
Application – Large Open/Cut	250	Includes up to 500 linear feet. \$100 for additional 250 linear feet above the initial
Application – Micro-Trenching Project	125	Includes up to 500 linear feet. \$50 for additional 250 linear feet above the initial
Application – Installation of New Utility Pole (excluding Small Cell facilities)	500	
Application – Underground utility project replacing overhead utilities and removing utility poles	Waived	
License to Encumber Program - Small Wireless Facilities		Ordinance No. 2580
Application	500	For up to five (5) small wireless facilities
Application – additional facilities	100	For each additional small wireless facility addressed in the application beyond five
Access to the Right of Way fee	1,000	Per each new small wireless facility pole
Annual fee for access to the Right of Way	270	Per year per small wireless facility after year 1
Storm Water Utility (2306)		
Fee to maintain City storm water facilities	25	Per year per Equivalent Residential Unit
Stormwater Utility Credit Application (2306)		
Fee to apply for credit to Stormwater Utility	150.00	Per application
Street Break Permit (Per Code 12.12.020)		
Permit for breaking City public streets and way	50	Per break location
Install new or replace existing sidewalk, residential	50	
Install new or replace existing sidewalk, commercial	100	
Install new driveway, residential	150	
Install new driveway, commercial	300	
Excavate street or sidewalk to conduct maintenance of underground facilities	150	\$50 per additional “break” in project area
Excavate street or sidewalk to replace existing utility pole	250	\$100 per additional pole replaced in project area
Excavate street or sidewalk to replace or remove utility pole permanently	Waived	
Obstruction Permit (Per Code 12.12.020)		
Permit for obstructing City public streets and ways	50	Per location

FY 2023 Fee Schedule

Dumpster – residential, obstruction permit	50	Renewal fee of \$25 after 30 days
Dumpster – commercial, obstruction permit	100	Renewal fee of \$50 after 30 days
Sidewalk closure	50	\$5 per day over 30 days
Lane closure (including bike lane)	100	\$10 per day over 30 days
Street closure	250	\$25 per day over 30 days
Street closure for Block Party or Community Event	Waived	Fee under Outdoor Rental Space Public Events - Streets
Water and Sewer Connection Fee (Per Code 13.02.070)		
Comprehensive Connection Charge of Connection fee for the Developer's share in the equity of the existing utility system-	3,710.00	Per Equivalent Dwelling Unit (water \$1,925, sewer \$1,785)
Water and Sewer Infrastructure Reimbursement Fee (Per Code 13.02.070)		
Comprehensive Connection Charge for Infrastructure Reimbursement Fees is based on actual costs of water and sewer infrastructure installed by a Developer.	*	* Fee amount is project dependent. Infrastructure Reimbursement Fee is the prorated share of the cost of the water and sewer mains based on this project's percentage of the capacity of the proposed infrastructure project.
Infrastructure Reimbursement Administrative Fee (Per Code 13.02.090)		
Administrative fee assessed on Infrastructure Reimbursement Fee for processing	*	0.1 percent of the Infrastructure Reimbursement Fee
Development Plan Review Fee (1536)		
Fee for review of development plans and traffic control plans	\$1,000	Plus \$50 per disturbed acre. Subsequent submittals, which generate additional comments, may be charged an additional \$500.
Stormwater Management Waiver Reviews	400	
Water and Sewer Inspection Fee (R 1341)		
Fee for inspection of public water and sewer improvements		7.5 % of the approved cost estimate for construction of proposed public water and sewer improvements
Public Works Agreement recording fee (Per County Court)		
Recording fee for Public Works Agreements		
For 9 pages or less	60.00	Per request
For 10 pages or more	115.00	Per request
Stormwater Management As-Built recording fee (Per County Court)		
Recording fee for Stormwater Management As-Built.	10.00	Per sheet
Subdivision review fee (1536)		
Fee for Subdivision review	200.00	
Subdivision recording fee (Per County Court)		
Recording fee for Subdivision plans	10.00	Per page
Resubdivision review fee (1536)		
Fee for Resubdivision reviews	200.00	
Resubdivision recording fee (Per County Court)		

FY 2023 Fee Schedule

Recording fee for Resubdivision plans	10.00	Per page
Administrative Fee for Connection Fee payment Plans (R 2029)		
Administrative Fee for Connection Fee payment Plans	25.00	
Maps and Copying Fees		
City Street Map	5.00	Ea
Street Map Index	1.00	Ea
Property Maps	3.00	Ea
Sanitary Sewer Utility Maps (400 Scale)	3.00	Ea
Storm Water Utility Maps (400 Scale)	3.00	Ea
Water Main Utility Maps (400 Scale)	3.00	Ea
Sanitary Sewer Contract Drawings	1.00	Ea
Storm Water Contract Drawings	1.00	Ea
Water Main Contract Drawings	1	Ea
Black and White Photocopying (Small Format)	.25	Sq. ft
Black and White Photocopying (Large Format)	.50	Sq. ft
Color Photocopying (Small Format) \$1/sq.ft.	1	Sq. ft
Color Photocopying (Large Format) \$2/sq.ft.	2	Sq. ft

Port of Salisbury Marina Fees (by Field Operations)		
Transient		
<i>Slip Fees based on size of vessel</i>	1.00	Per foot per day
Electric 30-amp service	5.00	Per day
Electric 50-amp service	10.00	Per day
Slip Rental – Monthly		
<i>Fees based on size of vessel</i>		
October through April	3.85	Per foot + electric
May through September	5.50	Per foot + electric
Slip Rental – Annual*		*Annual rates are to be paid in full up front, electric can be billed monthly
Boats up to and including 30 feet long	1,150	+ electric
Boats 31 feet and longer	49	Per foot + electric
Fuel	.40	Per gallon more than the cost per gallon purchase price by the City
Electric Service	.40	Per gallon more than the cost per gallon purchase price by the City
<i>Fees per meter</i>		
Electric 30-amp service	30.00	Per month
Electric 50-amp service	50.00	Per month

EMS Services			
	Resident	Non-Resident	
BLS Base Rate	950.00 800.00	1,050.00 900.00	
ALS1 Emergency Rate	1,100.00 950.00	1,200.00 1,000.00	

FY 2023 Fee Schedule

ALS2 Emergency Rate	1,300.00 1,100.00	1,400.00 1,200.00	
Mileage (per mile)	19.00 18.00	19.00 18.00	
Oxygen	Bundle	Bundle	
Spinal immobilization	Bundle	Bundle	
BLS On-scene Care	250.00	300.00	
ALS On –scene Care	550.00 450.00	650.00 550.00	

Water Works		
Temporary connection to fire hydrant (Per Code 13.08.120)		
Providing temporary meter on a fire hydrant for use of City water	64.50	Per linear foot based on the area of the property and is the square root of the lot area, in square feet
In City	40.00	Plus charge for water used per current In City rate, \$10 minimum
Out of City	50.00	Plus charge for water used per current Out of City rate, \$10 minimum
Hydrant flow test (Per Code 13.08.030)		
To perform hydrant flow tests		
In City	125.00	Per request
Out of City	160.00	Per request
Fire flush and Fire pump test (Per Code 13.08.030)		
To perform hydrant flow tests To perform meter tests on ¾" and 1" meters.		
In City	125.00	Per request
Out of City	160.00	Per request
Meter tests (Per Code 13.08.030)		
To perform meter tests on ¾" and 1" meters.		
In City	40.00	Per request
Out of City	50.00	Per request
Water Meter/Tap Fee and Sewer Connection Fee (Per Code 13.02.070)		
Water Meter/Tap Fee and Sewer Connection Fee if water and sewer services are installed by City forces.	*	The tap and connection fee amount is the actual cost of SPW labor and materials or per this schedule.
Water Tapping Fees - In City:		
3/4 Water Meter	3,850	Per Connection
1" Water Meter	4,160	Per Connection
1 ½" Water Meter T-10 Meter	5,810	Per Connection
2" Water Meter - T-10 Meter	6,200	Per Connection
2" Water Meter - Tru Flo	7,320	Per Connection
Water Tapping Fees - Out of City		
3/4 Water Meter	4,810	Per Connection
1" Water Meter	5,200	Per Connection
1 ½" Water Meter T-10 Meter	7,265	Per Connection
2" Water Meter - T-10 Meter	7,750	Per Connection
2" Water Meter - Tru Flo	9,155	Per Connection
Sanitary Sewer Tapping Fees - In City:		
6" Sewer Tap	3,320	Per Connection
8" Sewer Tap	3,380	Per Connection
6" or 8" Location & Drawing Fee	45	Per Connection
Sanitary Sewer Tapping Fees – Out of City		

FY 2023 Fee Schedule

6" Sewer Tap	4,150	Per Connection
8" Sewer Tap	4,225	Per Connection
6" or 8" Location & Drawing Fee	60	Per Connection
Water Meter Setting Fee (Per Code 13.02.070)		
Water meter setting fee for installation of water meter when tap is done by a contractor.		
Meter Setting Fees - In City:		
3/4 Water Meter	400	Per Connection
1" Water Meter	525	Per Connection
1 ½" Water Meter T-10 Meter	785	Per Connection
2" Water Meter - T-10 Meter	905	Per Connection
2" Water Meter - Tru Flo	2,030	Per Connection
Meter Setting Fees - Out of City		
3/4 Water Meter	495	Per Connection
1" Water Meter	655	Per Connection
1 ½" Water Meter T-10 Meter	980	Per Connection
2" Water Meter - T-10 Meter	1,130	Per Connection
2" Water Meter - Tru Flo	2,535	Per Connection

Parking Violations, False Alarms, Infractions, Scofflaw, MPIA Fees (by the Police & Fire Departments)			
Animal Control	50-100		Police Department
MPIA Request Fees			Police Department
First two hours processing request	Waived		
Work exceeding two hours, SPD will charge attorney hourly fee and hourly fee for Records Tech	75 30	Attorney hourly fee Records Tech hourly fee	
Black and white copy of paper document and photographs	0.25	Per copy	
DVD production	15.00	Per DVD produced	
False Police Alarms (Per Code 8.040.050)			Police Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 rd incident	50		
4 th incident	90		
Greater than 4 each incident	130		
False Fire Alarms (Per Code 8.040.050)			Fire Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 rd incident	45		
4 th incident	90		
Greater than 4 each incident	135		
Scofflaw			Police Department
Tow	135		
Storage	50		
Administrative Fee	35		
Business Administrative Fee	30		

FY 2023 Fee Schedule

Parking Permits and Fees

	UOM	1-Jul-22 Rate	1-Jul-22 Non-Profit Rate
Parking Permits (Per Code 10.04.010)			
Lot #1 - lower lot by library	Monthly	50.00 45.00	40.00 35.00
Lot #4 - behind City Center	Monthly	50.00 45.00	40.00 35.00
Lot #5 - Market St. & Rt. 13	Monthly	45.00 40.00	36.25 31.25
Lot #7 & 13 - off Garrettson Pl.	Monthly	20.00 15.00	17.50 12.50
Lot #9 - behind GOB	Monthly	50.00 45.00	40.00 35.00
Lot #10 - near State bldg/SAO	Monthly	50.00 45.00	40.00 35.00
Lot #11 - behind library	Monthly	45.00 40.00	36.25 31.25
Lot #12 - beside Market St. Inn	Monthly	45.00 40.00	36.25 31.25
Lot #15 - across from Feldman's	Monthly	50.00 45.00	40.00 35.00
Lot #16 - by Avery Hall	Monthly	50.00 45.00	40.00 35.00
Lot #20 - Daily Times	Monthly	50.00 45.00	40.00 35.00
Lot #30 - by drawbridge	Monthly	25.00 20.00	21.25 16.25
Lot #33 - east of Brew River	Monthly	25.00 20.00	21.25 16.25
Lot #35 - west of Brew River	Monthly	25.00 20.00	21.25 16.25
Lot SPS - St. Peters St.	Monthly	50.00 45.00	40.00 35.00
E. Church St.	Monthly	50.00 45.00	40.00 35.00
W. Church St.	Monthly	50.00 45.00	40.00 35.00
Parking Garage	Monthly	60.00 50.00	50.00 40.00
Transient Parking Options			
Parking Lot #1 (first 2-hrs of parking are FREE)	Hourly	1.00	
Parking Garage	Hourly	1.00	
Parking Meters	Hourly	2.00	
Pay Stations			
For hours 1-2	Hourly	1.00	
For hour 3 with a 3 hour Maximum Parking Limit	Hourly	3.00	
Miscellaneous Charges (Per Code 10.04.010)			
Replacement Parking Permit Hang Tags	Per Hang Tag	5.00	
Parking Permit Late Payment Fee (+15 days)	Per Occurrence	5.00	
New Parking Garage Access Card	Per Card	10.00	
Replacement Parking Garage Access Card	Per Card	10.00	

Fire Prevention Fees (by the Fire Department)

Plan review and Use & Occupancy Inspection	
<u>Basic Fee</u> – For all multi-family residential, commercial, industrial, and institutional occupancies. Including, but not limited to, new construction, tenant fit-out, remodeling, change in use and occupancy, and/or any other activity deemed appropriate by the City of Salisbury Department of Infrastructure and Development.	60% of the building permit fee; \$75 minimum (Not included – plan review and related inspection of specialized fire protection equipment as listed in the following sections)
<u>Expedited Fees</u> – If the requesting party wants the plan review and inspection to be expedited, to be done within three business days	20% of the basic fee; \$500 minimum (This is in addition to the basic fee)

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<u>After</u> – Hours Inspection Fees. If the requesting party wants an after-city-business-hours inspection.	\$100	Per hour/per inspector; 2 hours minimum
Fire Permit Fees		
Fire Alarm & Detection Systems – Includes plan review and inspection of wiring, controls, alarm and detection equipment and related appurtenances needed to provide a complete system and the witnessing of one final acceptance test per system of the completed installation.		
• Fire Alarm System	\$100	Per system
• Fire Alarm Control Panel	\$75	Per panel
• Alarm Initiating Device	\$1.50	Per device
• Alarm Notification Device	\$1.50	Per device
• Fire Alarm Counter Permit	\$75	For additions and alterations to existing systems involving 4 or less notification/initiating devices.
Sprinkler, Water Spray and Combined Sprinkler & Standpipe Systems – Includes review of shop drawings, system inspection and witnessing of one hydrostatic test, and one final acceptance test per floor or system.		
• NFPA 13 & 13R	\$1.50	Per sprinkler head; 150 minimum
• NFPA 13D	100	Per Dwelling
• Sprinkler Counter Permit	\$75	For additions and alterations to existing systems involving less than 20 heads.
Standpipe Systems – The fee applies to separate standpipe and hose systems installed in accordance with NFPA 14 standard for the installation of standpipe and hose systems as incorporated by reference in the State Fire Prevention Code (combined sprinkler systems and standpipe systems are included in the fee schedule prescribed for sprinkler systems) and applies to all piping associated with the standpipe system, including connection to a water supply, piping risers, laterals, Fire Department connection(s), dry or draft fire hydrants or suction connections, hose connections, piping joints and connections, and other related piping and appurtenances; includes plan review and inspection of all piping, control valves, connections and other related equipment and appurtenances needed to provide a complete system and the witnessing of one hydrostatic test, and one final acceptance test of the completed system.	\$50	Per 100 linear feet of piping or portion thereof; \$100 minimum
Fire Pumps & Water Storage Tanks – The fees include plan review and inspection of pump and all associated valves, piping, controllers, driver and other related equipment and appurtenances needed to provide a complete system and the witnessing of one pump acceptance test of the completed installation. Limited service pumps for residential sprinkler systems as permitted for NFPA 13D systems and water storage tanks for NFPA 13D systems are exempt.		
• Fire Pumps	\$.50	Per gpm or rated pump capacity; \$125 minimum
• Fire Protection Water Tank	\$75	Per tank
Gaseous and Chemical Extinguishing Systems – Applies to halon, carbon dioxide, dry chemical, wet chemical and other types of fixed automatic fire suppression systems which use a gas or chemical compound as the primary extinguishing agent. The fee includes plan review and inspection of all piping, controls, equipment and other appurtenances needed to provide a complete system in accordance with referenced NFPA standards and the witnessing of one performance or acceptance test per system of the completed installation.	\$1.00	Per pound of extinguishing agent; \$100 125 minimum; or \$150 per wet chemical extinguishing system
• Gaseous and Chemical Extinguishing System Counter Permit	\$75	To relocate system discharge heads
Foam Systems – The fee applies to fixed extinguishing systems which use a foaming agent to control or extinguish a fire in a flammable liquid installation, aircraft hangar and other recognized applications. The	\$75	Per nozzle or local applicator; plus \$1.50/ sprinkler head for combined sprinkler/foam system; \$100 minimum

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fee includes plan review and inspection of piping, controls, nozzles, equipment and other related appurtenances needed to provide a complete system and the witnessing of one hydrostatic test and one final acceptance test of the completed installation.		
<u>Smoke Control Systems</u> – The fee applies to smoke exhaust systems, stair pressurization systems, smoke control systems and other recognized air-handling systems which are specifically designed to exhaust or control smoke or create pressure zones to minimize the hazard of smoke spread due to fire. The fee includes plan review and inspection of system components and the witnessing of one performance acceptance test of the complete installation.	\$100	Per 30,000 cubic feet of volume or portion thereof of protected or controlled space; \$200 minimum
<u>Flammable and Combustible Liquid Storage Tanks</u> – This includes review and one inspection of the tank and associated hardware, including dispensing equipment. Tanks used to provide fuel or heat or other utility services to a building are exempt.	\$.01	Per gallon of the maximum tank capacity; 100 minimum
<u>Emergency Generators</u> – Emergency generators that are a part of the fire/life safety system of a building or structure. Includes the review of the proposed use of the generator, fuel supply and witnessing one performance evaluation test.	\$100	
Marinas and Piers	\$25	Per linear feet of marina or pier; plus \$1.00 per slip; \$100 minimum
Reinspection and Retest Fees		
• 1 st Reinspection and Retest Fees	\$100	
• 2 nd Reinspection and Retest Fees	\$250	
• 3 rd and Subsequent Reinspection and Retest Fees	\$500	
<u>Consultation Fees</u> – Fees for consultation technical assistance.	\$75	Per hour
Fire-safety Inspections. The following fees are not intended to be applied to inspections conducted in response to a specific complaint of an alleged Fire Code violation by an individual or governmental agency		
Assembly Occupancies (including outdoor festivals):		
• Class A (>1000 persons)	\$300	
• Class B (301 – 1000 persons)	\$200	
• Class C (51 – 300 persons)	\$100	
• Fairgrounds (<= 9 buildings)	\$200	
• Fairgrounds (>= 10 buildings)	\$400	
• Recalculation of Occupant Load	\$75	
• Replacement or duplicate Certificate	\$25	
Education Occupancies:		
• Elementary School (includes kindergarten and Pre-K)	\$100	
• Middle, Junior, and Senior High Schools	\$150	
• Family and Group Day-Care Homes	\$75	
• Nursery or Day-Care Centers	\$100	
Health Care Occupancies:		
• Ambulatory Health Care Centers	\$150	Per 3,000 sq.ft. or portion thereof
• Hospitals, Nursing Homes, Limited-Care Facilities, Domiciliary Care Homes	\$100	Per building; plus \$2.00/patient bed
• Detention and Correctional Occupancies	\$100	Per building; plus \$2.00/bed
Residential:		
• Hotels and Motels	\$75	Per building; plus \$2.00/guest room
• Dormitories	\$2	Per bed; \$75 minimum
• Apartments	\$2	Per apartment; \$75 minimum

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• Lodging or Rooming House	\$75	Plus \$2.00/bed
• Board and Care Home	\$100	Per building; plus \$2.00/bed
Mercantile Occupancies:		
• Class A (> 30,000 sq.ft.)	\$200	
• Class B (3,000 sq.ft. – 30,000 sq.ft.)	\$100	
• Class C (< 3,000 sq.ft.)	\$75	
Business Occupancies	\$75	Per 3,000 sq.ft. or portion thereof
Industrial or Storage Occupancies:		
• Low or Ordinary Hazard	\$75	Per 5,000 square feet or portion thereof
• High-Hazard	\$100	Per 5,000 square feet or portion thereof
Common Areas of Multitenant Occupancies (i.e., shopping centers, high-rises, etc.)	\$45	Per 10,000 sq.ft. or portion thereof
Outside Storage of Combustible Materials (scrap tires, tree stumps, lumber, etc.)	\$100	Per acre or portion thereof
Outside Storage of Flammable or Combustible Liquids (drums, tanks, etc.)	\$100	Per 5,000 sq.ft. or portion thereof
Marinas and Piers	\$100	Per facility; plus \$1.00/slip
Mobile Vendor	\$35	Plus \$.56/mile for inspections outside of the City of Salisbury
Sidewalk Café	\$35	If not part of an occupancy inspection
Unclassified Inspection	\$75	Per hour or portion thereof
Reinspection: If more than one reinspection is required to assure that a previously identified Fire Code violation is corrected		
• 2 nd Reinspection	\$100	
• 3 rd Reinspection	\$250	
• 4 th and Subsequent	\$500	
Fire Protection Water Supply Fees		
Witnessing Fire Main Flush	\$75	
Witness Underground Water Main Hydrostatic Tests	\$75	
Fire Protection Flow Test (in-City)	\$125	
Fire Protection Flow Test (out-of-City)	\$160	
Display Firework Permit		
Firework Display - Includes plan review and associated inspections for any firework display.	\$250	
Sale of Consumer Fireworks		
Stand-alone tent, stand or other commercial space predominately utilized for the sale of consumer fireworks	\$250	
Other commercial space predominately utilized for the sale of goods other than consumer fireworks	\$125	
Fire Report Fees		
1 st Page	\$20	To provide hard or electronic copies of fire reports
• Each Additional Page	\$5	