



CITY OF SALISBURY CITY COUNCIL AGENDA

FEBRUARY 13, 2023

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. INVOCATION- Bishop J. Anthony Dickerson, Greater Mt. Olive Full Gospel Baptist Church
- 6:03 PROCLAMATION- BLACK HISTORY MONTH- Mayor John R. Heath
- 6:04 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:05 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- January 3, 2023 Special Meeting Minutes
 - January 3, 2023 Work Session Minutes
 - January 9, 2023 Council Meeting Minutes
 - January 9, 2023 Closed Session Minutes (separate email)
 - January 17, 2023 Work Session Minutes
 - January 17, 2023 Special Meeting Minutes
 - January 17, 2023 Closed Session Minutes (separate email)
 - January 23, 2023 Council Meeting Minutes
 - January 23, 2023 Special Work Session Minutes
 - January 23, 2023 Closed Session Minutes (separate email)
 - **Resolution No. 3213-** to approve the re-appointment of Amy Crouse to the Disability Advisory Committee for term ending February 2026
 - **Resolution No. 3214-** to approve the re-appointment of James Thomas to the Salisbury/Wicomico Planning Commission for term ending February 2028
 - **Resolution No. 3215-** to approve the appointment of William Lowery to the Friends of Poplar Hill Board of Directors for term ending February 2026
 - **Resolution No. 3216-** to approve the appointment of Timothy Stock to the Ethics Commission for term ending February 2027
 - **Resolution No. 3217-** to approve the appointment of David Thompson to the Youth Development Advisory Committee for term ending February 2026
- 6:10 p.m. AWARD OF BIDS- Procurement Director Jennifer Miller
- Award of Bids**
- ITB 23-114 Refuse Truck (qty=2) \$797,369.60
 - ITB A-23-110 Citywide Electrical Services \$225,000.00 (3 yr. est.)

Declaration of Surplus

- Salisbury Police Department- duty weapon \$1.00

- 6:15 p.m. **PUBLIC HEARINGS**- Sharen Drive-Ocean Isle Annexation- City Administrator Julia Glanz
- **Resolution No. 3193**- proposing the annexation to the City of Salisbury of a certain area of land situate contiguous to and binding upon the easterly corporate limit of the City of Salisbury to be known as the "Sharen Drive-Ocean Isle Annexation"
 - **Resolution No. 3194**- proposing the annexation plan of a certain area of land contiguous to and binding upon the easterly corporate limit of the City of Salisbury to be known as the "Sharen Drive-Ocean Isle Annexation"
- 6:20 p.m. RESOLUTIONS- City Administrator Julia Glanz
- **Resolution No. 3199**- proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as "John Deere Drive-Salisbury 50 Annex, LLC Annexation"
 - **Resolution No. 3200**- proposing the annexation plan of a certain area of land contiguous to and binding upon the corporate limits of the City of Salisbury to be known as "John Deere Drive-Salisbury 50 Annex, LLC Annexation"
 - **Resolution No. 3218**- to authorize the Mayor to enter into, on behalf of the City of Salisbury, a deed for the abandonment of an unimproved paper road
 - **Resolution No. 3219**- to authorize the Mayor to enter into, on behalf of the City of Salisbury, a deed for the abandonment of an unimproved paper road
- 6:30 p.m. **PUBLIC HEARINGS**- City Attorney Ashley Bosche
- **Ordinance No. 2758**- 2nd reading- pursuant to Chapters 17.108, 17.228 and 17.119.070 of Title 17, Zoning, of the Salisbury Municipal Code, and Title 4, Zoning of the Land Use Article of the Annotated Code of Maryland, for the purpose of amending Section 17.119.020 of the Salisbury City Code by adding to the area of Planned Development District No. 1-Roberton Farm (PDD No..1) two lots totaling 3.55 acres which together are on the North side of and binding on Sharen Drive, the South side of and binding on Old Ocean City Road-MD Route 346, the East side of and binding on the current corporate line of the City of Salisbury also being the current westerly line of PDD No. 1 and West of but not binding upon Phillip Morris Drive and more particularly described in Exhibit A
 - **Ordinance No. 2769**- 2nd reading- amending the Salisbury City Code to combine the Housing Board of Adjustment and Appeals, the Building Board of Adjustment and Appeals, and the Board of Zoning Appeals into a new board known as the "Board of Appeals."
- 6:40 p.m. ORDINANCES- City Attorney Ashley Bosche
- **Ordinance No. 2773**- 2nd reading- to appropriate funds for the Restore Paleo Well Field project
 - **Ordinance No. 2774**- 2nd reading- to appropriate funds for the Town Square project and for the purchase of vehicles
 - **Ordinance No. 2775**- 2nd reading- to accept grant funds for the design of the Rail Trail, Phase 2 & 3, Construction of Armstrong Parkway Rail Trail Connector and a citywide pedestrian and bike counting program; and to approve a budget amendment to allocate said funds for purposes of implementation

- **Ordinance No. 2776**- 2nd reading- to accept Maryland State Board of Public Works funds in the amount of 350,000, and to approve a budget amendment to the grant fund to appropriate these funds for the construction of the Truitt Community Center Expansion project
- **Ordinance No. 2777**- 2nd reading- authorizing the Mayor to transfer from the Revolving Fund, transfer from the Water Sewer Fund, and appropriate funds for the Raw Water Line at Naylor Mill Project in the Water Sewer Capital Project Fund
- **Ordinance No. 2778**- 1st reading- to rezone two properties located at 401 Snow Hill Road and 409 Snow Hill Road from R-10 Residential to General Commercial

6:50 p.m. PUBLIC COMMENTS

6:55 p.m. ADMINISTRATION and COUNCIL COMMENTS

7:00 p.m. ADJOURNMENT / MOTION TO CONVENE IN CLOSED SESSION

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 – FEBRUARY 27, 2023

- Resolution No.- accepting the CIP
- Resolution No. __ to appoint William Hill to the Board of Appeals
- Resolution No. __ to appoint Shawn Jester to the Board of Appeals
- Resolution No. __ to appoint Maurice Ngwaba to the Board of Appeals
- Resolution No. __ to appoint Edward Torbert to the Board of Appeals
- Ordinance No. 2778- 2nd reading- to rezone two properties located at 401 Snow Hill Road and 409 Snow Hill Road from R-10 Residential to General Commercial

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

CITY OF SALISBURY, MARYLAND

SPECIAL MEETING

JANUARY 3, 2023

PUBLIC OFFICIALS PRESENT

*Council President John “Jack” R. Heath Mayor Jacob R. Day
Council Vice President Muir Boda Councilwoman April Jackson
Councilwoman Michele Gregory*

PUBLIC OFFICIALS ABSENT

Councilwoman April Jackson

IN ATTENDANCE

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, City Attorney Ashley Bosche and City Clerk Kimberly Nichols

The City Council convened in a Work Session at 4:30 p.m. At 4:39 p.m. the Work Session was adjourned and Council immediately convened in the Special Meeting.

ADOPTION OF LEGISLATIVE AGENDA

Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous (4-0 vote) to approve the Special Meeting agenda as presented.

ORDINANCE- presented by City Attorney Ashley Bosche

Ordinance No. 2768- 1st reading- approving a budget amendment of the FY2023 General Fund Budget to appropriate additional funds required for Field Operations

Ms. Jackson asked how the \$70,000 amount was determined, and Acting Director Field Operations Sam Ireland answered that Administrative Assistant Elliott calculated the amount based on the year to date percentages used.

Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2768 for first reading.

ADMINISTRATION AND COUNCIL COMMENTS

Mayor Jacob R. Day wished everyone a Happy New Year. Today he attended the inauguration of Attorney General Anthony Brown- the first Black Attorney General in the State of Maryland history.

City Administrator Julia Glanz thanked everyone for attending the holiday festivities over the

48 *last two weeks. She was grateful for the ABCD and Field Operations teams. She asked the public*
49 *to check the City’s Facebook for details about Christmas tree recycling. She also informed*
50 *Council that new Communications Director Kacey Martin started today.*

51
52 *Mr. Boda wished everyone a Happy New Year.*

53
54 *Ms. Jackson asked everyone to keep her family lifted up in prayer.*

55
56 *Ms. Gregory also wished everyone a Happy New Year.*

57
58 *President Heath asked those able to donate blood to do so. The Shore was still in desperate*
59 *need.*

60
61 **ADJOURNMENT**

62
63 *With no further business to discuss, the Special Meeting adjourned at 4:45 p.m.*

64
65 _____
66 *City Clerk*

67
68 _____
69 *Council President*

1 CITY OF SALISBURY
2 WORK SESSION
3 JANUARY 3, 2023

4
5 Public Officials Present
6

Council President John “Jack” R. Heath Mayor Jacob R. Day
Council Vice-President Muir Boda Councilwoman April Jackson
Councilwoman Michele Gregory (via Zoom)

7
8 Public Officials Absent
9

10 Councilwoman Angela M. Blake

11
12 In Attendance
13

14 City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Building Official Bill
15 Holland, Acting Director Field Operations Sam Ireland, City Clerk Kimberly Nichols, Attorneys
16 Ashley Bosche and Laura Hay (via Zoom), and interested members of the public.
17 -----

18 On January 3, 2023 the Salisbury City Council convened at 4:30 p.m. in a hybrid Work
19 Session in Conference Room 306 and on Zoom Conferencing Video.
20

21 **Introduction of Sharen Drive – Ocean Isle Annexation**
22

23 Building Official Bill Holland joined Council and presented the annexation introduction.
24 He explained the proposed annexed area consisted of two lots on one parcel that total
25 3.55 acres and was within the Municipal Growth Plan. The project build was planned for
26 three phases and the proposed use was for a self-storage facility consisting of six
27 buildings that utilize both of the lots with access off Sharen Drive.
28

29 Mr.Holland reported the annexation was referred to the Planning Commission on June
30 17, 2021 and received a recommendation that it be zoned Planned Development District
31 #1. The recommendation required a text amendment to the City Zoning Code to add the
32 legal description to the proposed annexed property. The public hearing for the proposed
33 text amendment and the preliminary development plan was held by the Planning
34 Commission on September 15, 2022. The Planning Commission provided a favorable
35 recommendation for both the preliminary development and proposed text amendment.
36 Prior to the issuance of any building permits, the developer would agree to pay the City
37 \$31,989 to be used for neighborhood beautification, restoration and revitalization in
38 existing neighborhoods. Upon completion of the annexation and development, the City
39 would have a net positive impact of between \$19,000 and \$27,000.
40

41 A representative from the developer was present and asked if there was any room to
42 discuss and negotiate the developer’s fee because the project would have very minimal
43 impact of City services since they would have no water or sewer service there. President

44 Heath informed him that was not Council’s decision and Mayor Day indicated that the
45 fee was not going to change.

46
47 Council reached unanimous consensus to advance the annexation and text amendment to
48 legislative session.

49
50 **Budget Amendment to appropriate additional funds required for Field Operations**

51
52 Acting Director of Field Operations Sam Ireland presented the budget amendment to
53 Council. He requested a budget amendment in the amount of \$70,000 to cover funding
54 shortfalls in the Gasoline Accounts. An executive decision was made prior to him being
55 hired to wait until later in the year and pass an amendment rather than to guess the
56 market.

57
58 Council reached unanimous consensus to advance the legislation to legislative agenda.

59
60 **Adjournment / Convene in Special Meeting**

61
62 With no further business to discuss, President Heath adjourned the Work Session at 4:39
63 p.m. and Council immediately convened in the scheduled Special Meeting.

64
65 _____
66 City Clerk

67
68 _____
69 Council President

CITY OF SALISBURY, MARYLAND

REGULAR MEETING

JANUARY 9, 2023

PUBLIC OFFICIALS PRESENT

*Council President John “Jack” R. Heath
Councilwoman Michele Gregory*

*Council Vice-President Muir Boda
Councilwoman Angela Blake*

PUBLIC OFFICIALS ABSENT

*Mayor Jacob R. Day
Councilwoman April Jackson*

IN ATTENDANCE

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Procurement Director Jennifer Miller, 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 and in person. Council President John R. “Jack” Heath called the meeting to order. After the recital of the pledge to the flag, he called for a moment of silent meditation.

ADOPTION OF LEGISLATIVE AGENDA

Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous 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 (4-0 vote) on a motion and second by Mr. Boda and Ms. Gregory, respectively.

- *November 21, 2022 Work Session Minutes*
- *November 28, 2022 Council Meeting Minutes*
- *December 5, 2022 Work Session Minutes*
- *December 12, 2022 Council Meeting Minutes*
- *December 19, 2022 Work Session Minutes*
- *December 19, 2022 Special Meeting Minutes*
- **Resolution No. 3203**- *to approve the appointment of Christina Williams to the Sustainability Advisory Committee (Green Team) for term ending January 2026*

AWARD OF BIDS- *presented by Procurement Director Jennifer Miller*

40 The following items were unanimously approved on a motion and seconded by Mr. Boda and Ms.
41 Gregory, respectfully:

42

43 *Award of Bid(s)*

44 1. ITB 23-116 Sanitation Truck \$106,873.52

45

46 *Declaration of Surplus*

47 1. SPD: Uniform items \$ 0.00

48 2. SPD: Misc. vehicles and skid steer loader \$ 0.00

49 3. SPD: K-9 \$ 0.00

50

51 *President Heath thanked Christina Williams for volunteering on the Sustainability Advisory*
52 *Committee.*

53

54 **RESOLUTIONS**- presented by City Administrator Julia Glanz

55

- 56 • **Resolution No. 3204**- to authorize the Mayor to execute, on behalf of the City of
57 Salisbury, a lease agreement between the First Baptist Church of Salisbury, Maryland
58 and the City of Salisbury

59

60 *Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous to approve*
61 *Resolution No. 3204.*

62

- 63 • **Resolution No. 3159**- approving the annexation to the City of Salisbury of a certain area
64 of land situate contiguous to and binding upon the Easterly Corporate Limit of the City
65 of Salisbury, to be known as the Sharen Drive Annexation

66

67 *Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous to approve*
68 *Resolution No. 3159.*

69

- 70 • **Resolution No. 3160**- approving the annexation plan for the Sharen Drive Annexation

71

72 *Ms. Blake moved, Mr. Boda seconded, and the vote was unanimous to approve*
73 *Resolution No. 3160.*

74

75 **ORDINANCES**- presented by City Attorney Ashley Bosche

76

- **Ordinance No. 2764**- 2nd reading- approving an amendment to the FY 2023 General Fund
Budget and the Grant Fund Budget further appropriating funds for the operation of the 2023
Maryland Folk Festival

Ms. Gregory moved, Mr. Boda seconded, and the vote was unanimous (4-0) to approve
Ordinance No. 2764 for second reading.

- **Ordinance No. 2765**- 2nd reading- to amend Chapter 1 – The International Building
Code, Section 15.04.020 of the City of Salisbury Municipal Code, granting the authority to

require a new certificate of occupancy and inspection for any change of use, group, owner or tenant, and to clarify fire safety provisions regarding the Fire Marshal's enforcement powers

Mr. Boda moved and Ms. Gregory seconded to approve Ordinance No. 2765 for second reading.

Mr. Boda moved to amend the ordinance with Lines 48-52 as read by City Attorney Bosche. Ms. Blake seconded, and the vote to amend the ordinance was unanimous (4-0 vote).

Ordinance No. 2765 for second reading, as amended, was approved on a 4-0 vote.

- **Ordinance No. 2766**- 2nd reading- approving a budget amendment of the Water Sewer Capital Project Fund Budget to remove an appropriation for the Park Well Field Project

Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2766 for second reading.

- **Ordinance No. 2767**- 2nd reading- approving a budget amendment of the General Capital Project Fund Budget to replace funding from bond proceeds for the Police Communication Project with PAYGO from the GOV Roof Project

Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2767 for second reading.

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- **Ordinance No. 2768**- 2nd reading- approving a budget amendment of the FY2023 General Fund Budget to appropriate additional funds required for Field Operations

Mr. Boda moved, Ms. Blake seconded, and the vote was unanimous to approve Ordinance No. 2768 for second reading.

- **Ordinance No. 2758**- 1st reading- pursuant to Chapters 17.108, 17.228 and 17.119.070 of Title 17, Zoning, of the Salisbury Municipal Code, and Title 4, Zoning of the Land Use Article of the Annotated Code of Maryland, for the purpose of amending Section 17.119.020 of the Salisbury City Code by adding to the area of Planned Development District No. 1- Roberton Farm (PDD No..1) two lots totaling 3.55 acres which together are on the North side of and binding on Sharen Drive, the South side of and binding on Old Ocean City Road-MD Route 346, the East side of and binding on the current corporate line of the City of Salisbury also being the current westerly line of PDD No. 1 and West of but not binding upon Phillip Morris Drive and more particularly described in Exhibit A

Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous (4-0 vote) to approve Ordinance No. 2758 for first reading.

- **Ordinance No. 2769**- 1st reading- to amend Salisbury City Code to combine the Housing Board of Adjustment and Appeals, the Building Board of Adjustment and Appeals, and the Board of Zoning Appeals into a new board known as "Board of Appeals"

99 Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous to approve Ordinance
100 No. 2769 for first reading.

- 101
- 102 • **Ordinance No. 2770**- 1st reading- to reallocate the FY13 Bond proceeds so that they qualify
103 to be used for the Raw Water Line at Naylor Mill project

104

105 Ms. Gregory moved, Ms. Blake seconded, and the vote was unanimous to approve
106 Ordinance No. 2770 for first reading.

- 107
- 108 • **Ordinance No. 2771**- 1st reading- to reallocate the FY16 Bond proceeds so that they qualify
109 to be used for the Raw Water Line at Naylor Mill project

110

111 Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous to approve Ordinance
112 No. 2771 for first reading.

- 113
- 114 • **Ordinance No. 2772**- 1st reading- to reallocate the FY17 Bond proceeds so that they qualify
115 to be used for the Raw Water line at Naylor Mill project

116

117 Ms. Gregory moved, Mr. Boda seconded, and the vote was unanimous to approve Ordinance
118 No. 2772 for first reading.

119

120 **PUBLIC COMMENTS**

121

122 *There were no requests for public comments.*

123

124 **ADMINISTRATION AND COUNCIL COMMENTS**

125

126 *President Heath read the statement for the closing the meeting, and then invited Ms. Glanz and the*
127 *Council to share their comments.*

128

129 *Ms. Glanz shared the County's Business After Hours on Thursday at the Civic Center from 5:00*
130 *p.m. – 7:00 p.m. and the Salisbury Fire Department Swearing In and Promotion Ceremony at*
131 *Salisbury University at 6:00 p.m.*

132

133 *Mr. Boda was always excited to see new Firefighters coming online and was looking forward to*
134 *Friday's event.*

135

136 *Ms. Blake announced that January was National Blood Donor Month. Since 1970, January was*
137 *designated National Blood Donor Month because it is the month out of the entire year where*
138 *donations drop off more, mainly due to the weather and illness. Please donate blood if healthy*
139 *enough.*

140

141 *Ms. Gregory gave accolades to the Salisbury Fire Department as they were needed again at her*
142 *home over the weekend. The paramedics were always quick and professional. Please be patient*
143 *with the hospital staff as they are severely understaffed and work very hard. Get your vaccine to*
144 *save them so work.*

145
146 *President Heath said he worked over the weekend with Operation We Care preparing 180 packages*
147 *for law enforcement. Today is Law Enforcement Appreciation Day. He also asked that those healthy*
148 *enough to please donate blood.*

149
150 **MOTION TO CONVENE IN CLOSED SESSION**

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152 *With no further business to discuss, at 6:49 p.m. President Heath called for a motion to convene in*
153 *Closed Session. Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous (4-0).*

154
155 **MOTION TO CLOSE THE CLOSED SESSION / CONVENE IN OPEN SESSION**

156
157 *At 6:59 p.m. upon a motion and seconded by Mr. Boda and Ms. Gregory, the Closed Session*
158 *adjourned and Council immediately convened in Open Session whereby President Heath reported*
159 *that Council had met in Closed Session and discussed the appointment of the staff member.*

160
161 *The Open Session was then immediately adjourned.*

162
163 _____
164 *City Clerk*

165
166 _____
167 *Council President*

CITY OF SALISBURY
WORK SESSION
JANUARY 17, 2023

Public Officials Present

Council President John “Jack” R. Heath
Council Vice-President Muir Boda
Councilwoman Michele Gregory

Mayor Jacob R. Day
Councilwoman Angela M. Blake
Councilwoman April Jackson

In Attendance

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Finance Director Keith Cordrey, Infrastructure & Development Director Rick Baldwin, City Clerk Kimberly Nichols, City Attorney Ashley Bosche, and interested members of the public.

On January 17, 2023 the Salisbury City Council convened at 4:00 p.m. in Council Chambers and on Zoom Conferencing Video in Open Session to vote to convene in Closed Session. At 4:18 p.m. Council adjourned the Closed Session and convened in Open Session, and then convened in the regularly scheduled Work Session at 4:30 p.m. The following is a synopsis of the items discussed.

Budget amendment to appropriate funds for the Town Square Project and for the purchase of vehicles

Finance Director Keith Cordrey presented the budget ordinance to remove \$1.1 million for the Service Center that was passed in the FY23 Budget because it was determined that it would not be necessary. He explained the following two items have been deemed necessary: \$900,000 for sanitation and other Field Operations vehicles and \$200,000 for the Town Square Project.

President Heath said Mr. Cordrey has always been very good at finding money in other areas so that the City did not have to increase its debt, and he thanked Mr. Cordrey.

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

Budget amendment to appropriate funds for the Restore Paleo Well Field Project

Department of Infrastructure & Development (DID) Director Rick Baldwin explained the budget amendment for Paleo Well 2 was for the redevelopment of the well. It was originally planned for 2024 but under the operations of the well, the production was declining due to the minerals and such pumped from the well.

The request for \$195,000 included the removal of the pump, pump column, motor and cable, inspection and re-development of the well.

44 Vice President Boda asked for the time frame for completion. Mr. Baldwin said that they
45 were still in construction of Paleo Well #3, and they wanted it to be online before taking
46 Paleo Well #2 off-line. It would not be before the summer, and it took about four weeks
47 to complete.

48
49 Council reached unanimous consensus to advance the legislation to legislative agenda.
50

51 **Budget amendment to accept the FY23 MDOT Bikeways Grant**

52
53 Mr. Baldwin explained that the Maryland Department of Transportation Bikeways
54 Program has awarded the City of Salisbury three grants. Two grants were for the design
55 of the Rail Trail and a third grant was for a Citywide Pedestrian and Bike Counting
56 Program.

57
58 The grants totaled \$289,034.00 to which the City was to provide \$154,036 in matching
59 funds. There were funds available in the Operating Funds for the programs.
60

61 President Heath asked if the City would incur any debt, and Mr. Baldwin answered no.
62

63 Ms. Jackson asked where the Armstrong Parkway Connector was, and Mr. Baldwin
64 answered it was at the end of Northwood Drive.
65

66 Council reached unanimous consensus to advance the legislation to legislative agenda.
67

68 **Adjournment / Convene in Special Meeting**

69
70 With no further business to discuss, President Heath adjourned the Work Session at 4:37
71 p.m. and read the notice of the Special Meeting, which was called to consider the
72 appointments to positions. Council immediately convened in the Special Meeting.
73

74
75 _____
76 City Clerk

77
78 _____
Council President

1 **CITY OF SALISBURY, MARYLAND**

2
3 **SPECIAL MEETING**

JANUARY 17, 2023

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President John “Jack” R. Heath*

Mayor Jacob R. Day

8 *Council Vice President Muir Boda*

Councilwoman Angela M. Blake

9 *Councilwoman Michele Gregory*

Councilwoman April Jackson

10
11 **IN ATTENDANCE**

12
13 *City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, City Attorney Ashley*
14 *Bosche and City Clerk Kimberly Nichols*

15
16 *****
17 *The City Council convened in a Work Session at 4:30 p.m. At 4:39 p.m. the Work Session was*
18 *adjourned; Council President Heath read the Special Meeting Notice and called the Special*
19 *Meeting to order.*

20
21 **ADOPTION OF LEGISLATIVE AGENDA**

22
23 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve the Special*
24 *Meeting agenda as presented.*

25
26 **MAYOR’S STATEMENT**

27
28 *Mayor Day announced that Governor Moore had selected him to be the next Secretary of*
29 *Housing and Community Development for the State of Maryland. He would resign as Mayor*
30 *effective January 27, 2023. He nominated President Heath to serve out the completion of his*
31 *term as Mayor, and asked the City Council to approve of the appointment. He asked the Council*
32 *to remember our values – we take care of our people, we refuse to fail the heart of our city, and*
33 *we will not be divided by forces of self interest or political rank that pull at political bodies. He*
34 *said he trusted Council and would miss being their colleague, and was elated to be their partner*
35 *in a new capacity. He would always be committed to the service of Council and the residents.*

36
37 **ELECTION OF MAYOR**

38
39 *President Heath read the following rules:*

- 40
41 *1. Anyone may be nominated for Mayor.*
42 *2. A Council member may nominate himself or herself – no second is needed.*
43 *3. After nominations are received, nominations will be closed.*
44 *4. The vote will be called in order of nomination.*
45 *5. When voting, the first to receive three (3) votes will be elected Mayor. Council members can*
46 *only vote once and **can** vote for themselves.*
47

48 *Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to accept the rules.*

49

50 *President Heath called for nominations for Mayor.*

51

52 *Vice President Boda nominated John R. Heath to be Mayor. Ms. Jackson seconded the motion,*
53 *which was unanimously approved. Mr. Heath would be Mayor of the City of Salisbury.*

54

55 *Mr. Heath said that if they didn't have this Council, and didn't have the leadership and staff that*
56 *they had, and if there wasn't a plan, he would not have accepted the position. They do have those*
57 *things, and he looked forward to carrying the message forward. He promised to put the good of*
58 *the citizens of Salisbury as the deciding factor of whether something got done or not. He thanked*
59 *Council and stated he would vacate his chair and step down as President on January 27th.*

60

61 **ELECTION OF COUNCIL PRESIDENT**

62

63 *President Heath read the same rules to be followed that were used in the election of the Mayor.*

64

65 *Ms. Gregory moved, Ms. Jackson seconded, and the vote was unanimous to accept the rules.*

66

67 *Mr. Boda nominated Mr. Boda for Council President. Ms. Blake seconded the motion, which*
68 *was unanimously approved. Mr. Boda would be President of the Salisbury City Council.*

69

70 *Vice President Boda changed seats with Mr. Heath so that Mr. Boda could preside over the*
71 *remainder of the Special Meeting.*

72

73 *President Boda thanked his fellow Council members for electing him. In order to fill the vacancy*
74 *created with his appointment, they would need to next elect the new Vice President.*

75

76 **ELECTION OF COUNCIL VICE PRESIDENT**

77

78 *President Boda read the same rules to be followed that were used in the election of the Mayor.*

79

80 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to accept the rules.*

81

82 *Ms. Blake nominated Ms. Jackson for Council Vice President. Ms. Gregory seconded the*
83 *motion, which was unanimously approved. Ms. Jackson would be Vice President of the Salisbury*
84 *City Council.*

85

86 *Vice President Jackson thanked her fellow Council members for entrusting her with the position.*
87 *She thanked Jake Day and Jack Heath for all that they instilled in her.*

88

89 **COMMENTS**

90

91 *Mayor Day welcomed everyone to the press conference at 6:00 p.m.*

92

93 *President Boda recognized from the audience former Senator Mathias, Wicomico County*

94 Administrator Bunky Luffman, NAACP President Monica Brooks, and former NAACP Mary
95 Ashanti.

96
97 Ms. Gregory told Mayor Day that he would be missed, and we expected him to loudly be our
98 advocate here on the Shore.

99
100 Vice President Jackson said that Mayor Day would be missed, and Mr. Heath was a great
101 person to fill his shoes. It would be different, but they would get the job done for the constituents.

102
103 Mr. Heath said it was a hectic week and a half. He looked forward to the future and thanked
104 everyone for coming tonight.

105
106 Ms. Blake said she deeply appreciated Mayor Day's service to the city. Salisbury was a better
107 place to live, work and play because of Mayor Day's dedication and talents. Salisbury would be
108 forever grateful to have had him as Mayor. She was confident in the ones put in place to carry
109 the momentum forward. If you are healthy enough, please donate blood.

110
111 President Boda agreed with everyone's sentiments and thanked Mayor Day for all he had done
112 for the City and what he would do for the State.

113
114 **ADJOURNMENT**

115
116 With no further business to discuss, the Special Meeting adjourned at 4:58 p.m.

117
118 _____
119 City Clerk

120
121 _____
122 Council President

1 **CITY OF SALISBURY, MARYLAND**

2
3 **REGULAR MEETING**

JANUARY 23, 2023

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President Muir Boda* *Mayor Jacob R. Day*
8 *Council Vice President April Jackson* *Councilman John R. “Jack” Heath*
9 *Councilwoman Angela M. Blake (via Zoom)* *Councilwoman Michele Gregory*

10
11 **IN ATTENDANCE**

12
13 *City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Procurement Director*
14 *Jennifer Miller, City Attorney Ashley Bosche, City Clerk Kimberly Nichols, and members of the*
15 *public*

16 *****

17 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

18
19 *The City Council met in regular session at 6:00 p.m. via Zoom and in person. Council President*
20 *Muir Boda called the meeting to order. After the recital of the pledge to the flag, he called for a*
21 *moment of silent meditation.*

22
23 **PROCLAMATION**- *presented by Mayor Jacob R. Day*

24
25 *Mayor Day invited Amanda Fenstermaker, Assistant Director of Harriet’s House, to the podium*
26 *and presented the proclamation to bring about awareness to human trafficking on the Eastern*
27 *Shore where violence, threats, deception and other manipulative tactics force young and adult*
28 *individuals to engage in commercial sex acts or provide labor and services against their will.*

29
30 *Ms. Fenstermaker reported the safe home, which opened in Cambridge in October, would house*
31 *up to 5 women and include an 18-month program focused on restoring the lives of women in*
32 *traumatic situations. This was just the very beginning, as human trafficking was not going to*
33 *go away. She said they looked forward to partnering with the City in the future.*

34
35 **PRESENTATION**- *presented by Council President Muir Boda*

36
37 *President Boda presented a plaque to Mayor Day in appreciation of his years of service to the*
38 *City as Council President from April 2013 to November 2015, and Mayor from November 2015*
39 *to January 2023. This would be his final Council Meeting as Mayor of the City of Salisbury.*

40
41 **ADOPTION OF LEGISLATIVE AGENDA**

42
43 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve the*
44 *legislative agenda as presented.*

45
46 **CONSENT AGENDA**- *presented by City Clerk Kimberly Nichols*

48 The Consent Agenda, consisting of the following items, was unanimously approved (5-0 vote) on
49 a motion and second by Mr. Heath and Ms. Jackson, respectively.

- 50
- 51 • **Resolution No. 3205**- to approve the appointment of Amber Green to the Youth
- 52 Development Advisory Committee for term ending January 2026
- 53 • **Resolution No. 3206**- to approve the appointment of Tanika Harmon to the Youth
- 54 Development Advisory Committee for term ending January 2026
- 55 • **Resolution No. 3207**- to approve the appointment of Kaitlin Ahlers to the Youth
- 56 Development Advisory Committee for term ending January 2026
- 57 • **Resolution No. 3208**- to approve the appointment of Kelly White to the Youth
- 58 Development Advisory Committee for term ending January 2026
- 59 • **Resolution No. 3209**- to approve the appointment of Siddharth Ghosh to the Youth
- 60 Development Advisory Committee for term ending January 2026
- 61 • **Resolution No. 3210**- to approve the appointment of Cassidy Feeney to the Youth
- 62 Development Advisory Committee for term ending January 2026
- 63 • **Resolution No. 3211**- to approve the re-appointment of Anthony Sarbanes to the Youth
- 64 Development Advisory Committee for term ending January 2026

65

66 **AWARD OF BIDS**- presented by Procurement Director Jennifer Miller

67

68 The following items were unanimously approved on a motion and seconded by Mr. Heath and
69 Ms. Jackson, respectfully:

70

71 **Award of Bid(s)**

72	1. ITB A-23-109 Liquid Magnesium Hydroxide	\$310,000.00
73	2.ITB 23-113 Armored Vehicle	\$227,480.00

74

75 **Approval of Tier 6 Change Order**

76	1.ITB 23-102 Paleo Well 3 Construction Completion- Change Order 1	\$390,280.00
----	---	--------------

77

78 **Declaration of Surplus**

79	1. Dept. of Field Operations: Misc. vehicles and equipment (Qty. 15)	\$	0.00
----	--	----	------

80

81 **ORDINANCES**- presented by City Attorney Ashley Bosche

- 82
- 83 • **Ordinance No. 2770**- 2nd reading- to reallocate the FY13 Bond proceeds so that they qualify
84 to be used for the Raw Water Line at Naylor Mill project

85

86 Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve
87 Ordinance No. 2770 for second reading.

- 88
- 89 • **Ordinance No. 2771**- 2nd reading- to reallocate the FY16 Bond proceeds so that they qualify
90 to be used for the Raw Water Line at Naylor Mill project

91

92 Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve
93 Ordinance No. 2771 for second reading.

94
95 • **Ordinance No. 2772**- 2nd reading- to reallocate the FY17 Bond proceeds so that they qualify
96 to be used for the Raw Water line at Naylor Mill project

97
98 *Mr. Heath moved, Ms. Gregory seconded, and the vote was unanimous to approve*
99 *Ordinance No. 2772 for second reading.*

100
101 • **Ordinance No. 2773**- 1st reading- to appropriate funds for the Restore Paleo Well Field
102 project

103
104 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve*
105 *Ordinance No. 2773 for first reading.*

106
107 • **Ordinance No. 2774**- 1st reading- to appropriate funds for the Town Square project and for
108 the purchase of vehicles

109
110 *Ms. Gregory moved, Mr. Heath seconded, and the vote was unanimous to approve*
111 *Ordinance No. 2774 for first reading.*

112
113 • **Ordinance No. 2775**- 1st reading- to accept grant funds for the design of the Rail Trail,
114 Phase 2 & 3, Construction of Armstrong Parkway Rail Trail Connector and a citywide
115 pedestrian and bike counting program; and to approve a budget amendment to allocate said
116 funds for purposes of implementation

117
118 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve*
119 *Ordinance No. 2775 for first reading.*

120
121 • **Ordinance No. 2776**- 1st reading- to accept Maryland State Board of Public Works funds in
122 the amount of 350,000, and to approve a budget amendment to the grant fund to appropriate
123 these funds for the construction of the Truitt Community Center Expansion project

124
125 *Mr. Heath moved, Ms. Jackson seconded, and the vote was unanimous to approve*
126 *Ordinance No. 2776 for first reading.*

127
128 • **Ordinance No. 2777**- 1st reading- authorizing the Mayor to transfer from the Revolving
129 Fund, transfer from the Water Sewer Fund, and appropriate funds for the Raw Water Line
130 at Naylor Mill Project in the Water Sewer Capital Project Fund

131
132 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve*
133 *Ordinance No. 2777 for first reading.*

134
135 **PUBLIC COMMENTS**

136
137 *There were no requests for public comments.*

138

139 **ADMINISTRATION AND COUNCIL COMMENTS**

140

141 *Ms. Gregory told Mayor Day she would miss him but looked forward to seeing what he would do*
142 *for Maryland.*

143

144 *Vice President Jackson thanked the City for the beautiful arrangement and meal sent to her family*
145 *during the time of her mother's passing. If you still have your parents, love them. Love one another.*

146

147 *Ms. Blake asked those healthy enough to please donate blood. At least three lives are saved with*
148 *one pint of blood.*

149 *Mr. Heath repeated Ms. Blake's plea for blood. He congratulated Mayor Day on his appointment.*
150 *He commended all of the departments on their grant writing. They were a talented group and their*
151 *efforts tremendously helped the City and citizens save money. Mr. Heath also thanked his fellow*
152 *citizens for his support and noted the civility and kindness of the Council. He looked forward to his*
153 *new challenge and thanked his wife for being with him during every meeting. He wished Mayor Day*
154 *Godspeed and knew he would do very well.*

155

156 *President Boda said it was great working with Mr. Heath over the past 8 years. He was a great*
157 *mentor and now we're ready for the next chapter. It was a little bitter sweet losing Mayor Day, but*
158 *he was still in the same state and would still live in Salisbury.*

159

160 **MOTION TO CONVENE IN CLOSED SESSION**

161

162 *With no further business to discuss, at 6:49 p.m. President Boda called for a motion to convene in*
163 *Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of*
164 *Maryland General Provisions Article § 3-305(b)(14) for the following reason: Before a contract is*
165 *awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the*
166 *contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability*
167 *of the public body to participate in the competitive bidding or proposal process*

168

169 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to convene in Closed*
170 *Session.*

171

172 **MOTION TO ADJOURN CLOSED SESSION / CONVENE IN OPEN SESSION**

173

174 *At 6:58 p.m. upon a motion and seconded by Mr. Heath and Ms. Jackson, the Closed Session*
175 *adjourned and Council immediately convened in Open Session whereby President Boda reported*
176 *that Council had met in Closed Session and discussed a contract for an award of bid for real estate.*

177

178 *The Open Session was then immediately adjourned.*

179

180

181

182

183

184

CITY OF SALISBURY, MARYLAND
CLOSED SESSION
JANUARY 9, 2023

185
186
187
188
189 *TIME & PLACE:* 6:49 p.m., Council Chambers, Government Office Building & Zoom
190 *PURPOSE:* to discuss the appointment, employment, assignment, promotion, discipline,
191 demotion, compensation, removal, resignation, or performance evaluation
192 of appointees, employees, or officials over whom this public body has
193 jurisdiction; any other personnel matter that affects one or more individuals
194 *VOTE TO CLOSE:* Unanimous (4-0)
195 *CITATION:* Annotated Code of Maryland §3-305(b)(1)
196 *PRESENT:* Council President John “Jack” R. Heath, Vice-President Muir Boda,
197 Councilwoman Michele Gregory, Councilwoman Angela M. Blake, City
198 Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Michael
199 Dryden, City Attorney Ashley Bosche, City Clerk Kimberly Nichols
200 *ABSENT:* Mayor Jacob R. Day, Councilwoman April Jackson
201 *****
202 *The City Council convened in Legislative Session at 6:00 p.m. in Council Chambers of the*
203 *Government Office Building and via Zoom Video Conferencing. At 6:49 p.m. President Heath*
204 *called for a motion to enter into Closed Session to discuss the appointment, employment,*
205 *assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance*
206 *evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or*
207 *any other personnel matter that affects one or more specific individuals, in accordance with the*
208 *Annotated Code of Maryland §3-305(b)(1).*
209
210 *Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to convene in*
211 *Closed Session.*
212 *The applicant’s resume was reviewed and discussed by Council with City Administrator Glanz and*
213 *Deputy City Administrator Kitzrow. Following the discussion, the applicant was asked to join*
214 *Council and discuss prior projects he had worked on.*
215 *While in Closed Session, Council reached unanimous consensus to approve of the Mayor’s*
216 *appointment for Director of Field Operations.*
217 *At 6:59 p.m. Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to adjourn*
218 *the Closed Session.*
219 *Council immediately convened in Open Session and President Heath reported that Council had met*
220 *in Closed Session and discussed the appointment of a staff member.*
221
222 *The Open Session was then immediately adjourned at 7:00 p.m.*
223
224
225
226
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228

CITY OF SALISBURY, MARYLAND
CLOSED SESSION
JANUARY 17, 2023

229
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TIME & PLACE: 4:00 p.m., Council Chambers, Government Office Building and Zoom
PURPOSE: to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more individuals
VOTE TO CLOSE: Unanimous (5-0)
CITATION: Annotated Code of Maryland §3-305(b)(1)
PRESENT: Council President John “Jack” R. Heath, Mayor Jacob R. Day, Vice-President Muir Boda, Councilwoman April Jackson, Councilwoman Michele Gregory, Councilwoman Angela M. Blake, City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, City Attorney Ashley Bosche, City Clerk Kimberly Nichols

ABSENT:

The City Council convened in Open Session at 4:00 p.m. in Council Chambers of the Government Office Building and via Zoom Video Conferencing. President Heath called for a motion to enter into Closed Session to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals, in accordance with the Annotated Code of Maryland §3-305(b)(1).

Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to convene in Closed Session.

Discussion entailed the timeline for the elected official’s resignation and succession plans. Council reached unanimous consensus to proceed as discussed.

At 4:18 p.m. Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous (5-0) to adjourn the Closed Session.

Council convened in Work Session at 4:30 p.m. and President Heath reported several minutes later that Council had met in Closed Session and discussed an appointment.

City Clerk

Council President

1 **CITY OF SALISBURY, MARYLAND**

2
3 **SPECIAL WORK SESSION**

JANUARY 23, 2023

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President Muir Boda*

Vice President April Jackson

8 *Councilman Jack Heath*

Councilwoman Angela Blake (via Zoom)

9 *Councilwoman Michele Gregory*

10
11 **IN ATTENDANCE**

12
13 *City Administrator Julia Glanz, Housing and Community Development Department (HCDD)*

14 *Director Ron Strickler, Department of Infrastructure and Development (DID) Director Rick*

15 *Baldwin, City Attorney Ashley Bosche and City Clerk Kimberly Nichols*

16 *****

17 *The City Council convened in a Special Work Session at 5:40 p.m. Council President Boda*
18 *called the Special Work Session to order and the following two items were presented.*

19
20 **Ordinance to authorize the Mayor to enter into a contract with the Boys & Girls Clubs of**
21 **Metropolitan Baltimore, Inc. to accept \$350,000 in funds to construct the Truitt Community**
22 **Center Expansion Project**

23
24 *HCDD Director Ron Strickler explained the City recently entered into a contract with the Boys*
25 *& Girls Club of Metropolitan Baltimore to operate a youth and teen after school and summer*
26 *camp program at the Truitt Community Center. Part of the agreement and the extension they*
27 *recently reached was to receive the \$350,000 from the Boys & Girls Club. They received a grant*
28 *through the State Board of Public Works, and the City had to extend a term of 15 years with the*
29 *Boys & Girls Club. The agreement would approve the required contract and budget amendment.*
30 *Council reached unanimous consensus to advance the legislation to legislative session.*

31
32 **Ordinance to authorize the Mayor to transfer from the Revolving fund, transfer from the**
33 **Water Sewer Fund, and appropriate funds for the Raw Water Line at Naylor Mill Project in**
34 **the Water Sewer Capital Project Fund**

35
36 *DID Director Rick Baldwin requested the budget amendment for \$1.2 million to complete*
37 *construction of the Raw Water Main to connect Well #1 to the new Well #3 to the Paleo Water*
38 *Treatment Plant. The current raw water line was built over a timber trestle about 50 years ago*
39 *and damaged during a recent storm. Council reached unanimous consensus to advance the*
40 *legislation to legislative agenda.*

41
42 **ADJOURNMENT**

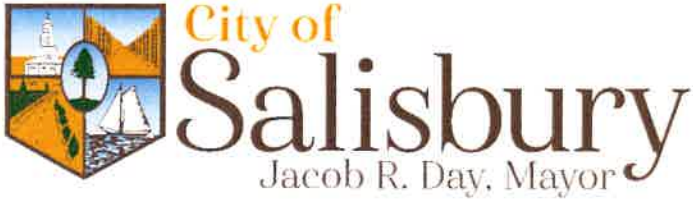
43
44 *With no further business to discuss, the Special Work Session adjourned at 5:44 p.m.*
45
46

47 *City Clerk*

48

49 _____

50 *Council President*



MEMORANDUM

To: Jacob R. Day, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Re-Appointment to the Disability Advisory Committee
Date: January 5, 2023

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

<u>Name</u>	<u>Term Ending</u>
Amy Crouse	February 2026

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

Attachments

OK

1 **RESOLUTION NO. 3213**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is re-appointed to the Salisbury Disability Advisory Committee for the term
5 ending as indicated.

6
7

<u>Name</u>	<u>Term Ending</u>
Amy Crouse	February 2026

8
9
10
11
12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
13 Council of the City of Salisbury, Maryland held on February _____, 2023.

14 ATTEST:

15
16
17
18
19 _____
20 Kimberly R. Nichols
21 CITY CLERK

22 _____
23 Muir W. Boda
24 PRESIDENT, City Council

25 APPROVED BY ME THIS

26 _____ day of _____, 2023

27
28 _____
29 John R. Heath, Acting Mayor



City of
Salisbury
John "Jack" R. Heath, Mayor

OK
[Signature]
1/25/2023

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to Salisbury/Wicomico Planning Commission
Date: January 25, 2023

The following person has applied for appointment to the Salisbury/Wicomico Planning Commission for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
James Thomas	February 2028

Attached is the applicant's information 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

1 **RESOLUTION NO. 3214**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is re-appointed to the Salisbury/Wicomico Planning Commission for the term
5 ending as indicated.

6
7

<u>Name</u>	<u>Term Ending</u>
James Thomas	February 2028

8
9
10
11
12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
13 Council of the City of Salisbury, Maryland held on February _____, 2023.

14
15 ATTEST:

16
17
18 _____
19 Kimberly R. Nichols
20 CITY CLERK

Muir W. Boda
PRESIDENT, City Council

21
22
23 APPROVED BY ME THIS

24
25 _____ day of _____, 2023

26
27
28 _____
29 John R. Heath, Acting Mayor



City of
Salisbury
John "Jack" R. Heath, Mayor

OK
JA
1/25/2023

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the Friends of Poplar Hill Board of Directors
Date: January 24, 2023

The following person has applied for appointment to the Friends of Poplar Hill Board of Directors for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
William Lowery	February 2026

Attached is the applicant's information 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

1 **RESOLUTION NO. 3215**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is appointed to the Friends of Poplar Hill Board of Directors for the term
5 ending as indicated.

6
7 Name Term Ending
8 William Lowery February 2026
9

10
11
12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
13 Council of the City of Salisbury, Maryland held on February _____, 2023.

14
15 ATTEST:

16
17
18 _____
19 Kimberly R. Nichols
20 CITY CLERK

Muir W. Boda
PRESIDENT, City Council

21
22
23 APPROVED BY ME THIS

24
25 _____ day of _____, 2023

26
27
28 _____
29 John R. Heath, Acting Mayor



City of
Salisbury
John "Jack" R. Heath, Mayor

OK
JA
1/25/2023

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to Ethics Commission
Date: January 25, 2023

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

<u>Name</u>	<u>Term Ending</u>
Timothy Stock	February 2027

Attached is the applicant's information 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

1 **RESOLUTION NO. 3216**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is appointed to the Ethics Commission for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Timothy Stock	February 2027

5
6
7
8
9
10
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
12 Council of the City of Salisbury, Maryland held on February _____, 2023.

13
14 ATTEST:

15
16
17 _____
18 Kimberly R. Nichols
19 CITY CLERK

Muir W. Boda
PRESIDENT, City Council

20
21
22 APPROVED BY ME THIS
23
24 _____ day of _____, 2023

25
26
27 _____
28 John R. Heath, Acting Mayor



MEMORANDUM

To: Jacob R. Day, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the Youth Development Advisory Committee
Date: January 17, 2023

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

<u>Name</u>	<u>Term Ending</u>
David Thompson	January 2026

Attached is the applicant's information 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

1 **RESOLUTION NO. 3217**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is appointed to the Salisbury Youth Development Advisory Committee for the
5 term ending as indicated.

6
7 Name Term Ending
8 David Thompson February 2026
9

10
11
12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
13 Council of the City of Salisbury, Maryland held on February _____, 2023.

14 ATTEST:

15
16
17
18 _____
19 Kimberly R. Nichols
20 CITY CLERK

Muir W. Boda
PRESIDENT, City Council

21
22
23 APPROVED BY ME THIS

24
25 _____ day of _____, 2023
26
27

28
29 _____
John R. Heath, ACTING MAYOR



City of
Salisbury
Jacob R. Day, Mayor

COUNCIL AGENDA – Department of Procurement

February 13, 2023

Award of Bid(s)

- | | |
|--|---------------------------|
| 1. ITB 23-114 Refuse Truck (qty = 2) | \$797,369.60 |
| 2. ITB A-23-110 Citywide Electrical Services | \$225,000.00 (3 yr. est.) |

Declaration of Surplus

- | | |
|--|---------|
| 1. Salisbury Police Department – duty weapon | \$ 1.00 |
|--|---------|



City of Salisbury

John "Jack" R. Heath, Mayor

To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: February 13, 2023
Subject: Award of Bids

The Department of Procurement seeks Award of Bid approval from City Council for the solicitation(s) as defined herein.

ITB 23-114 Refuse Truck

- Department: Field Operations
- Specifications: Two (2) Side Loader Refuse Trucks
- Cooperatives contract(s) & vendor information:
 - Sourcewell 060920-PMC Class 4-8 Chassis with Related Equipment, Accessories, and Services
 - Contract holder: Peterbilt Motors Company (Denton, TX)
 - Vendor: The Peterbilt Store (Seaford, DE)
 - Contract expiration: 08/01/24
 - Contract pricing: Model 520 is 25% off list price
 - Sourcewell 091219-THC Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services
 - Contract holder: The Heil Company
 - Vendor: Mid-Atlantic Waste Systems (Easton, MD)
 - Contract expiration: 11/15/23
 - Contract pricing: 4% off MSRP
- Cost: \$797,369.60
- GL Account(s):
 - 32061-577025 Waste Collection - Vehicles
- Notes:
 - Approval of award dependent upon Council's approval of Budget Ordinance 2774, whose 2nd reading is February 13, 2023
 - Purchasing authority per City of Salisbury Charter § SC 16-3 (9) General Policy of Competitive Bidding, Exceptions, which states that competitive bidding is not necessary or appropriate in the following circumstance:
 - Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.



City of Salisbury

John "Jack" R. Heath, Mayor

ITB A-23-110 Citywide Electrical Services

- Department: Citywide
- Specifications: Provide technical services and materials required for the emergency repair, routine maintenance and upgrades to City electrical systems.
- Bid date: 12/27/22
- Bid opening: 1/26/23
- Total bids received (both vendors deemed responsive and responsible): 2
 - Vendor 1: AET Electric (Parsonburg, MD)
 - Vendor 2: Lywood Electric, Inc (Federalburg, MD)
- Cost: \$20K - \$167K spent per year (FY20-FY22) with current vendor for on-call electrical services across all City departments
- GL Account(s): varies per department
- Notes:
 - This award will be a Multi-Vendor Award and an "Indefinite Delivery, Indefinite Quantity" (IDIQ) contract. The services provided to the City will be of an on-call nature, with no minimum purchase implied or guaranteed. Purchase orders will be issued on an as-needed/as-funded basis.
 - The contract includes a renewal clause: "The City reserves the right to renew all or portions of this contract with the same prices, terms and conditions as the original contract for two (2) one-year terms, contingent upon mutual agreement between the City and the supplier."

The Department of Procurement seeks approval from City Council to declare the following items as surplus and to dispose of the items as indicated:

Salisbury Police Department

- Item(s): Duty weapon (Glock Pistol, serial number BFRA693)
- Method of disposal: Retirement gift to Pfc. Edwards

Additional details regarding the condition of each item can be found in the departmental memo.



To: Jennifer Miller, Director of Procurement
From: Samuel Ireland, Deputy Director of Field Operations
Subject: Recommendation for Award of Bid for two side-loader refuse trucks
Date: January 20, 2023

Via Budget Ordinance 2774, funding has been requested for the Sanitation Division to purchase two side-loading refuse trucks and equipment associated with repairs and maintenance. A cost proposal was submitted by The Peterbilt Store-Delaware in accordance to Contract #060920-PMC (Chassis) and Mid-Atlantic Waste Systems in accordance to Contract #091219-THC (Bodies). Please allow this memorandum to serve as the formal department recommendation to award the contract to The Peterbilt Store-Delaware Store and Mid Atlantic Waste Systems in the amount of \$797,369.60 to purchase two (2) side-loader refuse trucks and to cover the costs associated with freight, the extended warranty for both side-loaders, and the necessary equipment for basic repair and maintenance.

Please add this to the award of bids content for the earliest possible Council Legislative Agenda.



Sourcewell Pricing Per
Peterbilt Motors Company
Contract # 060920-PMC

Matthew Tredway
9075 Dolby Rd
Seaford, DE 19966
(302) 536-5545
mtredway@thepetestore.com

Member # 060290-PMC PO # Date: 1/6/2023

Customer: Mid Atlantic Waste Systems	End User: City of Salisbury
Bill To: Mid Atlantic Waste Systems	Ship to: Mid Atlantic West
Address: 10641 Cordova Rd. Easton MD 21601	Address: 10641 Cordova Rd. Easton Md 21601
Phone: 410-725-6121	Phone: 410-725-6121
Email: ckraus@mawaste.com	Email: ckraus@mawaste.com

Item #	Description	Qty	Unit Price	Discount	Price
1	520 Chassis	1	\$ 245,271	25.00%	\$ 183,953
2	Fuel	1	\$ 200		\$ 200
3	Detailing	1	\$ 400		\$ 400
4	Delivery & Training	1	\$ 1,250		\$ 1,250
5	Freight Surcharge	1	\$ 500		\$ 500.00
6	Flooring Charge	1	\$ 3,000		\$ 3,000
7	Manuals and Training	1	\$ 1,000		\$ 1,000
8	2nd Half estimated price increase of 2.5%	1	\$ 4,598		\$ 4,598
9	Allowed upto 10% for any surcharges. May not apply.	1	\$ 19,563		\$ 19,563
					\$ -
					\$ -
					\$ -
					\$ -

Surcharge allowance and estimated price increase could be lower at time of invoice. These are allowed estimates by Sourcewell to protect the selling dealer from increases beyond our control.	Invoice Subtotal	\$ 214,464	
	Business Fees	\$ 472	
	The Pete Store Processing Fees	\$ 299	
Make all checks payable to The Pete Store		Sub Total	\$ 215,235

Signature: _____ Date: _____	Deposit Received	
Printed Name: _____ Title: _____	TOTAL	\$ 215,235



Division of THC Enterprises, Inc.

Easton, MD * Baltimore, MD * Chesapeake, VA Chester, PA *
Clinton, MD * Cheswick, PA * Salem, VA

Phone 800-338-7274 Fax 410-820-9916
Visit us on the web! www.mawaste.com



PROPOSAL

Remittance Address for Deposits:

10641 Cordova Road
Easton, MD 21601

SOLD TO

Jake Pavolik
Salisbury, City of
500 Mack Avenue
Salisbury, MD 21801-3653
USA

SHIP TO

Jerry Arrington
Salisbury, City of
500 Mack Ave
Salisbury, MD 21801-3653
USA

Quote #: RSSQ38664

Account:

Terms:

Date: 01/09/23

410-548-3177

jpavolik@salisbury.md

(410) 548-3177

jarrington@salisbury.md

Sales Rep Colin Kraus

Quote expires 30 days from proposal date. Due to fluctuating materials and fuel charges, final price can change without notice. We appreciate the opportunity to work with you on this!

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
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PRICING PER SOURCEWELL CONTRACT #091219-THC

CITY OF SALIABURY MEMBERSHIP #2425

1.00	HEIL Continuous Pack Automated Side Loader Rapid Rail 22 Cubic Yard Dump -3.0cu yd hopper (self-cleaning) -96 in. lift reach -Lift capacity up to 1600 lbs. -Body service props -Tailgate service props -Fully automatic tailgate latches Grease zerks - for entire system only -Lift cylinders cushioned up and down with chrome plated rods -Chassis frame-mounted oil tank with level/temperature gauge and oil suction shut-off valve -3-micron return line filter with magnetic trap and in-cab filter bypass monitor -100-micron suction line strainer -Abrasion-resistant hydraulic hoses -In-cab packing controls, electric -Electric in-cab lift controls, rocker style -Electric in-cab hoist controls -Cortex Controller™ with In-Sight™ diagnostic display -In-cab tailgate controls, electric -In-cab function and indicator lights -Lift reach warning -Backup alarm -Backup and license plate lights -LED Center mounted brake light -LED Duplicate high and low mount stop, turn, and tail lights -LED Mid-body turn signals -LED FMVSS #108 clearance lights and reflectors -ICC reflective tape -Rear mud flaps - anti-sail/anti-splash -Rear underride guard -Rear camera bracket and flood lights - reverse activated -Cavity coat and joint sealer -Inside-body front closure -Outside mounted upper packer lube line -Safety Triangle -5 lb. In-Cab Fire Extinguisher -6 roller carriage -Heavy duty packet paddle with liquid containment shaft seals -Observation ladder with liquid containment shaft seals	\$129,333.12	\$129,333.12
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QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	-Standard 1-year (2,000 hours of operator) warranty		
	-ANSI Z 245.1-2012 Compliant		
	-Customer's choice of one color finish paint from ColorSmart brochure		
1.00	Full Factory Mount	\$7,008.00	\$7,008.00
1.00	Universal Belt Grabbers with Spring Loaded Inner Arm- To Accommodate 90-300 Gallon Round Automated Barrels	\$1,559.04	\$1,559.04
1.00	Operate-in-gear-at-idle (OIGAI) Remote Mount Tandem Vane Pump with Transmission Driven, Constant Duty PTO	\$3,496.32	\$3,496.32
1.00	Hopper & Lift Work Light Kit- Two Lights- In-Cab Switch	\$871.68	\$871.68
1.00	Peterson Multi-Function (SMART) LED Strobe / Turn Lamps- Includes LED Light Package for Entire Unit	\$724.80	\$724.80
1.00	Strobe Light, Amber- In-Cab Switch- Mounted Mid Tailgate	\$793.92	\$793.92
1.00	Dual High Pressure Filter Kit	\$2,128.32	\$2,128.32
1.00	Rear Tow Hooks	\$529.92	\$529.92
1.00	Continuously Welded Body Interior	\$477.12	\$477.12
1.00	20 lb Fire Extinguisher with Bracket	\$587.52	\$587.52
1.00	Reinforced Tailgate Hinge	\$603.84	\$603.84
1.00	Customized Paint color - Paint Color Code NOT included in the ColorSmart Brochure	\$466.56	\$466.56
1.00	3rd Eye Single Camera System with monitor and Single Camera Mounted on Tailgate	\$2,398.08	\$2,398.08
1.00	Add on 3rd Eye Camera (Hopper)	\$639.36	\$639.36
1.00	Heil Steel Surcharge	\$21,952.20	\$21,952.20
1.00	Freight-Mounted Units Easton MD-Driveaway	\$2,920.00	\$2,920.00
1.00	Sourced goods: Motorola CM200D Analog/Digital Mobile Radio/Antenna/Installed	\$2,100.00	\$2,100.00

**

Price includes one standard color paint. Additional charges will apply if not a standard color paint from paint brochure or a metallic paint.

All built per manufacturer's standard specifications.

No title or tag fees included.

***Due to the volatility of the fuel and steel markets, prices are subject to change without notice.*

Price does not include any local, state, or federal excise tax.

Price includes freight.

*Approximate Delivery: 300-345 **ESTIMATE** Days After Receipt of Signed Sales Order and Deposit (if applicable).*

Terms: Net 15 Days

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
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Quote expires 30 days from proposal date. Due to fluctuating materials and fuel charges, final price can change without notice. We appreciate the opportunity to work with you on this!

Subtotal	\$178,589.80
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
TOTAL*	\$178,589.80

*Total does not include optional items

F.E.T will be charged on all applicable items unless current F.E.T Exemption form is on file.

Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

Worksheet

Extended Price Analysis

Reference Number	Description	Type	UOM	Quantity	Extended Estimate	AET Electrical	Lywood Electric, Inc.
Total Extended						\$1,351.18	\$2,581.00
Regular Routine Hourly Rates						\$270.00	\$465.00
1	Principle	Base	Hour	1		\$80.00	\$125.00
2	Master Electrician	Base	Hour	1		\$75.00	\$125.00
3	Journeyman Electrician	Base	Hour	1		\$65.00	\$80.00
4	Apprentice Electrician	Base	Hour	1		\$50.00	\$70.00
5	Laborer	Base	Hour	1		\$0.00	\$65.00
Urgent							
6	Principle	Base	Hour	1		\$80.00	\$125.00
7	Master Electrician	Base	Hour	1		\$75.00	\$125.00
8	Journeyman Electrician	Base	Hour	1		\$65.00	\$80.00
9	Apprentice Electrician	Base	Hour	1		\$50.00	\$70.00
10	Laborer	Base	Hour	1		\$0.00	\$65.00
Emergency Hourly Rates Response On Site Within 2 Hours (Holidays, Critical Failure etc)							
11	Principle	Base	Hour	1		\$95.00	\$187.50
12	Master Electrician	Base	Hour	1		\$90.00	\$187.50
13	Journeyman Electrician	Base	Hour	1		\$85.00	\$120.00
14	Apprentice Electrician	Base	Hour	1		\$75.00	\$105.00

15 Laborer	Base Hour	1	\$0.00	\$97.50
16 Travel Time Cost	Base Hour	1	\$45.00	\$120.00
17 Mileage Cost / Mile	Base Per Mile	1	\$0.59	\$0.50

After Hours Rates

18 Principle	Base Hour	1	\$95.00	\$187.50
19 Master Electrician	Base Hour	1	\$90.00	\$187.50
20 Journeyman Electrician	Base Hour	1	\$85.00	\$120.00
21 Apprentice Electrician	Base Hour	1	\$70.00	\$105.00
22 Laborer	Base Hour	1	\$0.00	\$97.50
23 Travel Time Cost	Base Hour	1	\$55.00	\$120.00
24 Mileage Cost / Mile	Base Per Mile	1	\$0.59	\$0.50

Markup Percentage

25 Parts and Materials Markup Percentage	Base Percentage	1	25%	15%
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City of
Salisbury
Salisbury Police Department

DATE: January 18, 2023
TO: Jennifer Miller
Director - Procurement
FROM: B. Tucker #1790
SUBJECT: SURPLUS WEAPON – Pfc J. Edwards

The Salisbury Police Department has a history of giving retiring Police Officers their duty weapon as a retirement gift. With the permission of the Chief of Police, I request permission to declare, as surplus, one Glock Auto Pistol, 45 Caliber Model 21 Gen 4 with serial number BFRA693 for Pfc. Jeff Edwards, who retired from the Salisbury Police Department on February 28, 2022. This weapon is valued at \$479.00. After being declared surplus the handgun will be transferred to Pfc. Edwards for a fee of \$1.00 per standard procedure.

Respectfully Submitted,

B. Tucker
Quartermasters Office
Administrative Division

Approved:

Chief Barbara Duncan
Chief of Police



MEMO

To: Rick Baldwin, Director Infrastructure & Development
From: William T Holland 
Date: 12/20/2022
Re: Sharen Drive – Ocean Isle Annexation

Attached is the referenced annexation scheduled for the City Council work session for Tuesday, January 3, 2023. The package includes Resolutions 3159, the Annexation Agreement and Resolution 33160, the Annexation Plan. Also included is Ordinance 2758 amending Section 17.119.020 of the City of Salisbury Zoning Code by adding the area of Planned Development District No. 1- Robertson Farm (PDD No.1).

Let me know if you have any question.



RINNIER
DEVELOPMENT COMPANY

218 East Main Street
Salisbury, MD 21801
410-742-8151
fax 410-742-8153
www.rinnier.com

June 2, 2021

City of Salisbury
Infrastructure & Development
125 N Division St, B13
Salisbury, MD 21801

Attn: Bill Holland, et al

To Whom It May Concern:

Please find enclosed our application to annex the attached parcel into the City of Salisbury. The proposed use will be for a self-storage facility and the site plan reflects our intended layout. This project will be built in three phases, which is also denoted on the site plan.

I have enclosed an older survey of the property however Brock Parker and Associates is in the process of conducting a new survey and annexation plat which I expect to have to you next week.

If you have any questions or need any additional information at this time please feel free to email me at LBSteele@rinnier.com or call me on 443-523-4403.

Thank you very much for your help.

LB Steele
Rinnier Development

CITY OF SALISBURY

PETITION FOR ANNEXATION


To the Mayor and Council of the City of Salisbury:

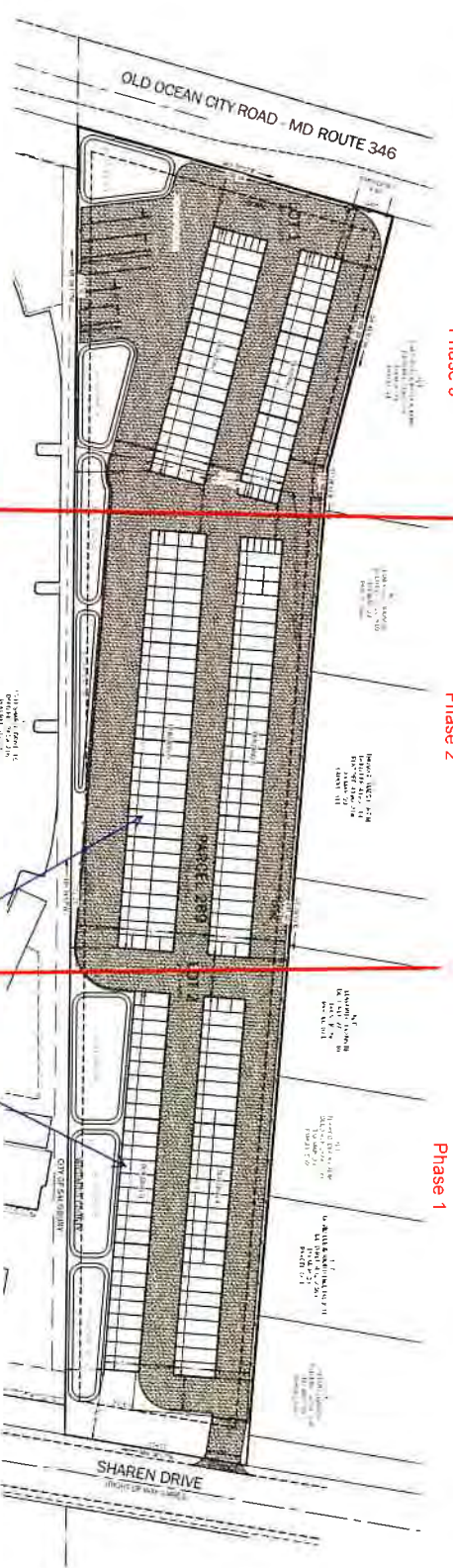
I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # 0269

Map # 0039 - Grid #0007

SIGNATURE (S)

		<u>May 20, 2021</u>
Printed	<u>W. Blair Rinnier - President, 2538 Old Ocean City Rd, LLC</u>	Date
Printed	_____	Date
Printed	_____	Date
Printed	_____	Date



Buildings B + D
to be climate controlled

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING CODE (IPC).
2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
3. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING CODE (IPC).
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING CODE (IPC).

PHASE 1

Phase 1 consists of the construction of the existing building and the addition of a new wing to the south. The new wing will be a two-story structure with a total area of approximately 10,000 square feet. The existing building will be renovated and upgraded to meet current building codes.

PHASE 2

Phase 2 consists of the construction of a new two-story building with a total area of approximately 15,000 square feet. This building will be located to the east of the existing building and will be used for office space. The construction will include foundation, framing, and exterior finishes.

PHASE 3

Phase 3 consists of the construction of a new two-story building with a total area of approximately 10,000 square feet. This building will be located to the west of the existing building and will be used for office space. The construction will include foundation, framing, and exterior finishes.

LEGEND

- Proposed Building Footprint
- Existing Building Footprint
- Proposed Parking Area
- Existing Parking Area
- Proposed Landscaping
- Existing Landscaping

DESIGNER'S CERTIFICATION

I, the undersigned, being a duly licensed Professional Engineer in the State of Maryland, do hereby certify that I am the author of the design and that the design complies with the requirements of the Maryland State Board of Professional Engineers and Land Surveyors.

DATE: 05/12/2011



VICINITY MAP - 1" = 1000'

**CONCEPT SITE PLAN
SHAREN DRIVE SELF STORAGE FACILITY**

SHAREN DRIVE
OR SHAR TUNNER
HARRIS ELECTION DISTRICT, CITY OF SALISBURY, MARYLAND



SHEET 1





City of
Salisbury
Jacob R. Day, Mayor

June 28, 2021

Rinnier Development Company
218 East Main Street
Salisbury, MD 21801
Attn: LB Steele

**RE: #202100641 Annexation Zoning – Sharen Drive Annexation – 2538 Old Ocean City Road –
Map 0039, Grid 0007, Parcel 0269, Lots 1 & 2**

Dear Mr. Steele:

The Salisbury Planning Commission at its June 17, 2021, meeting, forwarded a **FAVORABLE** recommendation to the Mayor and City Council for the referenced property to be zoned **Planned Development District #1** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

If you have any questions or concerns regarding this matter, please call our office at 410-548-3130.

Sincerely,

Henry Eure
Project Manager



Infrastructure and Development Staff Report

July 15, 2021

I. BACKGROUND INFORMATION:

Project Name: Sharen Drive Annexation
Applicant/Owner: Rinnier Development
Infrastructure and Development Case No.: 202100641
Nature of Request: Zoning Recommendation for Annexation
Location of Property: 2538 Old Ocean City Road; Map #0039; Grid #0007; Parcel #0269;
Lots #1 & 2
Requested Zoning District: Planned Development District #1

II. SUMMARY OF REQUEST:

A. Introduction:

The City Administration has referred the Sharen Drive annexation, located east of the Ocean Aisle apartment complex, to the Planning Commission for review and recommendation of an appropriate zoning designation. **(Attachments 1 - 3)** The properties are located on the southerly side of Old Ocean City Road (MD Rt. 346), the easterly side of Ocean Aisle Apartments, and the northerly side of Sharen Drive. The combined area of both lots totals 3.55 acres. **(Attachment 4)**

B. Area Description:

The requested annexation area consists of two (2) lots on one (1) parcel that total 3.55 acres in size. **(Attachment 5)**

III. ZONING ANALYSIS:

A. Existing Zoning:

The annexation area and the adjoining County area to east is zoned R-15 Residential. To the west, the properties are located in the City's Planned Development District #1 zoning district, while properties to the north are in the City's R-10A Residential district. The south is bordered by properties in the City's Light Business and Institutional district.



City of
Salisbury
Jacob R. Day, Mayor

B. County & City Plans.

The County Comprehensive Plan designates this property and area as High Density Residential. Meanwhile, the City's Comprehensive Plan targets this site as Mixed Use.

C. Zoning for Annexed Areas.

1. Introduction.

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

2. Adopted Plans.

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

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

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



City of
Salisbury
Jacob R. Day, Mayor

3. Maryland Law.

House Bill 1141 made two (2) changes to Annexation Procedures that became effective October 1, 2006. They are:

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

IV. DEVELOPMENT SCENARIO:

A. Proposed Use:

The proposed development will consist of six self-storage buildings that will utilize both lots. **(Attachment 6)**

B. Access:

The site will have access from Sharen Drive.



City of
Salisbury
Jacob R. Day, Mayor

C. Configuration and Design:

The annexation area is rectangular in shape and adjoins the existing City boundaries along the west property lines.

D. Estimated Development Impacts:

The development impact assessment traditionally pertains to a proposal for a residential development. This site is proposed for a low-traffic self-storage facility that is intended to serve residential customers in the area.

V. ZONING RECOMMENDATION:

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned R-15 Residential in the County.

The adopted Salisbury Comprehensive Plan designates nearby areas as mixture of both Mixed Use and Residential, and the proposed use and requested zoning classification of Planned Development District #1 meets this designation by utilizing the adjoining City zoning classification and also incorporating the inherently permitted uses of three (3) different zoning districts (Light Business and Institutional, Neighborhood Business, and Select Commercial districts). **(Attachment 7)**

Staff recommends that the Planning Commission forward a **Favorable** recommendation to the Mayor and City Council for this property to be zoned **Planned Development District #1** upon annexation.

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ORDINANCE NO. 2758

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND PURSUANT TO CHAPTERS 17.108, 17.228 AND 17.119.070 OF TITLE 17, ZONING, OF THE SALISBURY MUNICIPAL CODE, AND TITLE 4, ZONING OF THE LAND USE ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR THE PURPOSE OF AMENDING SECTION 17.119.020 OF THE SALISBURY CITY CODE BY ADDING TO THE AREA OF PLANNED DEVELOPMENT DISTRICT NO. 1 – ROBERTSON FARM (PDD NO. 1) TWO LOTS TOTALING 3.55 ACRES WHICH TOGETHER ARE ON THE NORTH SIDE OF AND BINDING ON SHAREN DRIVE, THE SOUTH SIDE OF AND BINDING ON OLD OCEAN CITY ROAD – MD ROUTE 346, THE EAST SIDE OF AND BINDING ON THE CURRENT CORPORATE LINE OF THE CITY OF SALISBURY ALSO BEING THE CURRENT WESTERLY LINE OF PDD NO. 1 AND WEST OF BUT NOT BINDING UPON PHILLIP MORRIS DRIVE AND MORE PARTICULARLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO

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**”); 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 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; and

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; and

WHEREAS, Petitioner, 2538 Old Ocean City Road, LLC, filed a Petition for Annexation dated May 20, 2021, requesting annexation of property described in Exhibit A, attached hereto, and desiring that the annexed property be zoned Planned Development District No. 1 – Robertson Farm (PDD No.1); and

WHEREAS, the Petition was referred by the City planning staff to the Planning Commission and, after due notice, on June 17, 2021, at its regular meeting, the Planning Commission recommended that the property be zoned PDD No. 1, upon annexation. The fulfilment of that recommendation requires a text amendment to the Salisbury City Code to add the legal description of the newly annexed property to the current legal description of PDD No. 1; and

WHEREAS, a Public Hearing on the aforesaid proposed text amendment and Preliminary Development Plan for the requested addition to PDD No. 1 was held by the Planning Commission in accordance with the provisions of Chapters 17.108 and 17.228 of Title 17 of the Salisbury Municipal Code on September 15, 2022. On that day, the Planning Commission provided a favorable recommendation for the Preliminary Development Plan, as well as the aforesaid proposed text amendment; and

47 **WHEREAS**, the City Council agrees with the Planning Commission’s recommendation, and
48 finds that the proposed use of the property is appropriate for inclusion in PDD No. 1; and

49 **WHEREAS**, immediately prior to the approval of this Ordinance, the City Council approved
50 Resolution No. 3159, to annex into the City of Salisbury the property known as the “Sharen Drive
51 Annexation,” described in Exhibit A, and to designate the zoning of the said property as PDD No. 1;

52 **WHEREAS**, the Mayor and Council have determined that the amendments to Section
53 17.119.020 of the Salisbury City Code shall be adopted as set forth herein.

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

57 **Section 1.** By amending Section 17.119.020 of the Salisbury City Code, entitled “Area of
58 reclassification” as follows:

59 The area to be rezoned as planned development district No. 1—Robertson Farm, consists of **the**
60 **following:**

61 **Item One:** 45.4 acres of land binding upon the northerly side of a U.S. Route 50
62 service road, both sides of the Northeast Collector Road, the southerly side of MD
63 Route 346 (Old Ocean City Road) and the westerly side of lands now or formerly
64 owned by Sylvia Brittingham Robertson, James Scott Robertson, et al., United
65 Dominion Realty Trust, Inc., and Phillip Morris Drive Condominiums, being the same
66 as shown on the preliminary subdivision plat prepared by ESP Design Services, Inc.,
67 and dated February 19, 2003. The site is further identified as part of Parcel No. 2577 on
68 State City Tax Map No. 121.

69 **Item Two: 3.182 acres, more or less, beginning for the same at a point at a corner of**
70 **the existing Corporate Limits Line of the City of Salisbury, MD, being on the**
71 **northerly right of way line of Old Ocean City Road (MD Rte. 346). X 1,213,818.08 Y**
72 **200,006.79 (1) Thence with the said Corporate Limits line South nine degrees thirty-**
73 **four minutes fifty-seven seconds East (S 09° 34’ 57” E) nine hundred seventy-six**
74 **decimal three, three (976.33) feet to a point near the northerly line of Sharen Drive.**
75 **X 1,213,980.61 Y 199,044.08 (2) Thence continuing with the said existing Corporate**
76 **Limits Line North eighty-nine degrees thirty-eight minutes fifteen seconds East (N**
77 **89° 38’ 15” E) one hundred thirty-four decimal zero, zero (134.00) feet to a point on**
78 **the easterly line of Lot 2 of the “James W. & Hazel E. Brittingham Subdivision”. X**
79 **1,214,114.61 Y 199,044.93 (3) Thence with the easterly line of the said Lot 2 and Lot**
80 **1 , in part, North five degrees twenty-eight minutes fourteen seconds West (N 05°**
81 **28’ 14” W) six hundred ninety-four decimal zero, one (694.01) feet to a breakpoint**
82 **on the easterly line of the said Lot 1. X 1,214,048.44 Y 199,735.78 (4) Thence**
83 **continuing with the easterly line of the said Lot 1 and crossing the aforesaid Old**
84 **Ocean City Road North four degrees forty-one minutes forty-six seconds East (N**
85 **04° 41’ 46” E) two hundred forty-five decimal three, nine (245.39) feet to a point on**
86 **the northerly right of way line of the said Old Ocean City Road. X 1,214,068.53 Y**
87 **199,980.35 (5) Thence by and with the northerly line of the said Old Ocean City**
88 **Road and aforesaid existing Corporate Limits Line North eighty-three degrees fifty-**
89 **eight minutes twenty-two seconds West (N 83° 58’ 22” W) two hundred fifty-one**
90 **decimal eight, four (251.84) feet to the point of beginning.**

91 **Section 2.** The official zoning map on file in the office of Planning and Zoning shall be amended
92 to include Item Two above in the area known as planned development district No. 1—Robertson Farm.

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

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

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

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

104 **Section 6.** This Ordinance shall take effect upon the effective date of annexation Resolution No.
105 3159.
106

107 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
108 Salisbury held on the 9th day of January, 2023 and thereafter, a statement of the substance of the
109 Ordinance having been published as required by law, in the meantime, was finally passed by the Council
110 of the City of Salisbury on the ____ day of _____, 2023.

111
112 ATTEST:

113
114 _____
115 Kimberly R. Nichols
116 CITY CLERK

113
114 _____
115 Muir W. Boda
116 PRESIDENT, City Council

117
118 APPROVED BY ME THIS _____ day of _____, 2022
119

120 _____
121 John R. Heath, Acting Mayor

MEMORANDUM

To: Julia Glanz, City Administrator
From: Christopher Jakubiak, AICP
Date: November 5, 2021
Re: Fiscal Impact, Sharon Drive - Annexation

The Sharon Drive Annexation would add 3.55 acres to the City zoned for commercial use. The intended zoning district is Light Business Institutional (LBI). Since the property lies adjacent to the Planned Development District #1- Robertson Farm, the Planning Commission has recommended that the Property be zoned Planned Development District (PDD). The process for obtaining a rezoning to the PDD is set forth in the City Zoning Ordinance, Chapter 17 of the City Code. The subject Property is vacant and unimproved. The annexation is expected to have an overall net positive fiscal impact to the City. This memorandum summarizes the costs and revenues associated with the Annexation.

Cost

Cost projections are based on a snapshot marginal cost approach. The current level of service derived from the FY 2022 Approved Budget is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand—that is, how much the City's cost of providing a service is likely to vary with each additional household or job and in the present case, solely jobs since the project is completely commercial. Some a portion of all City services is fixed and therefore remains constant in light of new development; this portion of the municipal budget is not assigned to new development. The estimated annual cost to the City is \$941.00.

Revenues

When land is annexed into Salisbury it is subject to the municipal real property tax. The real property tax rate is applied to the value of land and improvements (structures) thereon. The City's rate is \$0.9832 per \$100 of assessed value. Since the assessed value of a future land use is unknown, this study estimates an assessed value by comparing assessed values of comparable properties in the City of Salisbury. The source for the information is the Maryland Department of Assessments and Taxation.

According to the proposed concept development plan, upon annexation, this Property would be developed with 48,450 square feet of interior building self-storage space. At an estimated assessed value of \$2,907,000, the total expected revenue from the proposed development on the Property is \$28,582. (Should the site be developed with 30% fewer square feet of building space, the projected revenue would approximate \$20,007.)

It is important to note that upon annexation of a property, the City of Salisbury could begin receiving property tax revenue before development. These revenues are not included. Also, this study considers only "direct" costs and revenues. "Indirect" costs and revenues, which may arise from increased demand for local commercial and industrial uses as a result of the development and its occupants are not considered in this model.

Lastly, the City collects user fees, license fees, and permitting fees. These are charged to applicants for permits and/or users of certain services. These revenues are small relative to the property tax revenue and are not included in this study.

Conclusion

The Annexation would have a positive fiscal impact to the City of between \$27,641 and \$19,066 per year, depending on the final development plan eventually approved by the City.

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RESOLUTION NO. 3159

A RESOLUTION OF THE CITY OF SALISBURY PROPOSING THE ANNEXATION TO THE CITY OF SALISBURY OF A CERTAIN AREA OF LAND SITUATE CONTIGUOUS TO AND BINDING UPON THE EASTERLY CORPORATE LIMIT OF THE CITY OF SALISBURY, TO BE KNOWN AS THE “SHAREN DRIVE ANNEXATION,” ON THE NORTH SIDE OF AND BINDING ON SHAREN DRIVE, THE SOUTH SIDE OF AND BINDING ON OLD OCEAN CITY ROAD – MD ROUTE 346, THE EAST SIDE OF AND BINDING ON THE CURRENT CORPORATE LINE OF THE CITY OF SALISBURY ALSO BEING THE CURRENT WESTERLY LINE OF PDD NO. 1 AND WEST OF BUT NOT BINDING UPON PHILLIP MORRIS DRIVE AND MORE PARTICULARLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO

WHEREAS, the City of Salisbury has received a Petition for Annexation, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed, and being located on the north side of and binding on Sharen Drive, the south side of and binding on Old Ocean City Road – MD Route 346, the east side of and binding on the current corporate line of the City of Salisbury also being the current westerly line of PDD No. 1 and west of but not binding upon Phillip Morris Drive and more particularly described in **Exhibit A**, attached hereto (the aforesaid real property is hereinafter referred to as the “**Property**”); and

WHEREAS, the City of Salisbury has caused to be made a certification of the signatures on said Petition for Annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of September 23, 2021, as set forth in the certification of Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit B**; and

WHEREAS, it appears that the Petition meets all the requirements of the law, and

WHEREAS, the public hearing is scheduled for February 13, 2023 at 6:00 p.m.

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

Section 1. It is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so as to annex to and include within said City all that parcel of land together with the persons residing therein and their property, contiguous to and binding on the north side of Sharen Drive, the south side of and binding on Old Ocean City Road – MD Route 346, the east side of and binding on the current corporate line of the City of Salisbury also being the current westerly line of PDD No. 1 and west of but not binding upon Phillip Morris Drive, as more particularly described in **Exhibit A**, attached hereto and made a part hereof

Section 2. The annexation of the Property be and hereby is approved by the Council of the City of Salisbury subject to all terms, conditions and agreements contained in the aforementioned property description, the proposed Annexation Agreement, the Annexation Plan, and the Concept Site Plan, attached as **Exhibits C, D and E**, respectively, each of which is attached hereto and incorporated herein as if all such terms, conditions and agreements contained in such Exhibits were specifically set forth at length in this Resolution.

Section 3. Pursuant to MD Code, Local Government, § 4-406, the Council of the City of

48 Salisbury shall hold a public hearing on this Resolution on February 13, 2023 at 6:00 p.m. in the Council
49 Chambers at the City-County Office Building and the City Administrator shall cause a public notice of
50 the time and place of said hearing to be published not fewer than two (2) times at not less than weekly
51 intervals, in one (1) newspaper of general circulation in the City of Salisbury, which said public notice
52 shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid
53 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of
54 publication as specified hereinabove.

55 **Section 4.** Upon annexation of the Property, the Zoning Map of the City of Salisbury shall be
56 amended to include the Property within that certain Zoning District of the City of Salisbury identified as
57 **“Planned Development District No. 1 (PDD No. 1)”** which said real property newly annexed into
58 Corporate Limits of the City of Salisbury, as contemplated by this Resolution, is presently zoned **“R-15**
59 **Residential”** in accordance with the existing zoning laws of Wicomico County, Maryland.

60 **AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF**
61 **SALISBURY** as follows:

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

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

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

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

75 The above Resolution was introduced and read and passed at the regular meeting of the Council of
76 the City of Salisbury held on the 9th day of January, 2023, having been duly published as required by law;
77 in the meantime a public hearing was held on the ____ day of _____, 2023, and was finally passed
78 by the Council at its regular meeting held on the ____ day of _____, 2023.

79
80 ATTEST:
81

82 _____
83 Kimberly R. Nichols
84 CITY CLERK

Muir W. Boda
PRESIDENT, City Council

85
86 APPROVED BY ME THIS _____ day of _____, 2023

87 _____
88
89 John R. Heath, ACTING MAYOR

EXHIBIT A

SHAREN DRIVE – OCEAN ISLE

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the northerly right of way line of Old Ocean City Road (MD Rte. 346). X 1,213,818.08 Y 200,006.79 (1) Thence with the said Corporate Limits line South nine degrees thirty-four minutes fifty-seven seconds East (S 09° 34' 57" E) nine hundred seventy-six decimal three, three (976.33) feet to a point near the northerly line of Sharen Drive. X 1,213,980.61 Y 199,044.08 (2) Thence continuing with the said existing Corporate Limits Line North eighty-nine degrees thirty-eight minutes fifteen seconds East (N 89° 38' 15" E) one hundred thirty-four decimal zero, zero (134.00) feet to a point on the easterly line of Lot 2 of the "James W. & Hazel E. Brittingham Subdivision". X 1,214,114.61 Y 199,044.93 (3) Thence with the easterly line of the said Lot 2 and Lot 1, in part, North five degrees twenty-eight minutes fourteen seconds West (N 05° 28' 14" W) six hundred ninety-four decimal zero, one (694.01) feet to a breakpoint on the easterly line of the said Lot 1. X 1,214,048.44 Y 199,735.78 (4) Thence continuing with the easterly line of the said Lot 1 and crossing the aforesaid Old Ocean City Road North four degrees forty-one minutes forty-six seconds East (N 04° 41' 46" E) two hundred forty-five decimal three, nine (245.39) feet to a point on the northerly right of way line of the said Old Ocean City Road. X 1,214,068.53 Y 199,980.35 (5) Thence by and with the northerly line of the said Old Ocean City Road and aforesaid existing Corporate Limits Line North eighty-three degrees fifty-eight minutes twenty-two seconds West (N 83° 58' 22" W) two hundred fifty-one decimal eight, four (251.84) feet to the point of beginning.

Annexation containing 3.182 acres, more or less.

EXHIBIT B



City of
Salisbury
Jacob R. Day, Mayor

CERTIFICATION

SHAREN DRIVE – OCEAN ISLE ANNEXATION

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

A handwritten signature in black ink, appearing to read 'Leslie C. Sherrill', is written over a horizontal line.

Leslie C. Sherrill
Surveyor

Date: 9/23/2021

Sharen Drive – Ocean Isle – Certification – 09-23-2021.doc

EXHIBIT C

ANNEXATION AGREEMENT

Sharen Drive –Annexation

THIS AGREEMENT is made this ___ day of _____, 2022, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, “the City”) and 2538 Old Ocean City Road, LLC (hereinafter, “the Owner”) with the principal address at 218 E. Main Street, Salisbury, Maryland.

RECITALS

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

WHEREAS, the Owner desires to construct upon the Property six self-storage buildings; and

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

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

WHEREAS, pursuant to the authority contained in Local Government Article, subtitle 4-400 of the Annotated Code of Maryland, the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

1

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

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

The parties understand and agree that the City’s herein provided covenant of support is not

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

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

This Agreement constitutes the formal written consent to annexation by the Owner as required by Local Government Article of the Maryland Code, Section 4-403 (b)(1) and (2). The Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation, except as explicitly provided for in this Annexation Agreement, from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition to take the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

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

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

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

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

4. **MUNICIPAL ZONING**

Upon the effective date of the Annexation Resolution implementing this Agreement, the Property will be zoned **Planned Development District No. 1 – Robertson Farm (PDD No. 1)** as stated in the Annexation Resolution, but only if all appropriate submissions are received from the Owner and if the City of Salisbury determines that PDD No. 1 is the appropriate zoning classification. If so, the City will amend PDD No. 1, which adjoins the Annexation Property to include the Annexation Property, pursuant to the zoning provisions of the Salisbury Municipal Code. Since the zoning classification of

pursuant to the zoning provisions of the Salisbury Municipal Code. Since the zoning classification of PDD No.1 is critical to the viability of the proposed development project, if the City determines that PDD No. 1 is not the appropriate zoning classification for the Annexation Property, the Owner may withdraw its Petition For Annexation in writing.

5. MUNICIPAL SERVICES

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

6. STANDARDS AND CRITERIA

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

7. CITY BOUNDARY MARKERS

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

8. DEVELOPMENT CONSIDERATIONS

A. Costs and Fees: The Owner agrees that it will pay the costs of annexation to the City, including but not limited to the City's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the City's sole judgment, to the annexation. This obligation applies regardless of whether the proposed annexation or the desired zoning classification is achieved by the Owner.

B. The Owner and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the concept development plan shown as Attachment B-1, except as may be modified through the inclusion of the Property within the Planned Development District No.1 Robertson Farm.

C. Contribution to Area Improvement: The Owner agrees that any site plan for the Property shall contain a landscape plan containing evergreen and deciduous trees, planted in a buffer area of a

sufficient width to screen the proposed buildings and site operations from the adjoining public streets and adjoining properties using tree species and tree sizes approved by the City.

D. The Owner agrees to install a 5-foot-wide sidewalk along the Property's full frontage with Sharen Drive to specifications approved by the City.

E. Re-investment in Existing Neighborhoods: Prior to the issuance of the first building permit, the Owner agrees to pay a development assessment to the City of Salisbury at the rate of \$9,011 per acre, such that the amount payable for the subject 3.55-acre Property shall be \$31,989. This assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and is to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County or the City, and any assessments that may be required to be paid elsewhere in this Agreement.

F. Escalation of Development Assessments: The assessment set forth in paragraph E. above is subject to adjustment to reflect inflation. Beginning January 1, 2024, the assessment shall be adjusted for inflation and this adjustment shall take place annually thereafter on the first day of January, for any assessment that remains unpaid. The assessment shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics.

G. Community / Environmental Design: The Owner agrees to use its best efforts, in coordination with the City of Salisbury Department of Infrastructure and Development and the Salisbury – Wicomico County Planning Commission to achieve as many LEED certification level points as possible for new construction projects as outlined by the U.S. Green Building Council's LEED Standards for Building Design, New Construction as may be updated from time to time and specifically agrees to meet the following energy and environmental performance standards:

Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. They shall also be selected for highest efficiency but recognizing that they will ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury DPW.

The Property's entire stormwater management system will be designed with an emphasis on stormwater infiltration, bio-retention, and open channel conveyance, with as little conventional piped conveyance as possible. Using these and other innovative approaches, the requirements for groundwater recharge and stormwater pretreatment will be satisfied in an environmentally friendly and aesthetically pleasing manner.

Roadway and parking lot construction shall be accomplished using recycled aggregates and base material when acceptable recycled materials meeting the required physical properties of the design engineer are locally available.

The HVAC systems in the buildings that will contain them shall be high energy performance units. Air conditioning compressors will be 17 SEER, minimum.

Building finish materials that have high recycled content shall be selected.

Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.

Building finish materials that have high-recycled content shall be selected where possible. Low VOC (Volatile Organic Compound) paints and finishes shall be used.

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

9. RECORD PLAT:

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

10. MISCELLANEOUS:

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

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

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

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

The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or

employee, which representation or statement is not expressly set forth in this Agreement.

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

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

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

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

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

IF TO THE CITY: Julia Glanz, City Administrator
125 North Division Street
Salisbury, Maryland 21801

WITH A COPY TO: Laura Hay, City Attorney
313 Lemmon Hill Lane
Salisbury, MD 21801

IF TO THE OWNER: W. Blair Rinnier, President
218 East Main Street
Salisbury, MD 21801

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

WITNESS:

THE CITY OF SALSIBURY, MARYLAND

By: _____

WITNESS/ATTEST:

OWNER:

By: _____
W. Blair Rinnier, President

APPROVED AS TO FORM:

Laura Hay, City Attorney

STATE OF MARYLAND
COUNTY OF _____, to wit:

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

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public

My Commission Expires: _____

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument.

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public

My Commission Expires: _____

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

_____, City Attorney

EXHIBIT D
REPORT OF ANNEXATION PLAN
for the
**SHAREN DRIVE ANNEXATION
TO THE CITY OF SALISBURY**

November 5, 2021

This Annexation Plan is consistent with the Municipal Growth Element of the City of Salisbury's adopted Comprehensive Plan. The following are milestones in the public review and consideration of the proposed Annexation.

- At a work session on _____, the Salisbury City Council reviewed the proposed annexation request.
- On June 17, 2021 the City of Salisbury / Wicomico County Planning Commission reviewed the proposed annexation and approved a favorable recommendation to the Salisbury City Council for the proposed zoning of the Property.
- At a Salisbury City Council work session on _____ 2021, the City Council *reviewed the draft annexation agreement and the draft version of this Annexation Plan and directed that an Annexation Resolution be drafted for review – (text in italics is written prospectively).*
- A City Council meeting held on *(date to be inserted)* the Council formally reviewed this Annexation Plan and the Annexation Resolution and directed that a date for a public hearing be established. The Council further directed that the Annexation Plan be forwarded to the Maryland Department of Planning and the Wicomico County Council for comment within 30 days of the public hearing as provided for by State law.

1.0

GENERAL INFORMATION AND DESCRIPTION

1.1 Petitioners

The petitioner is Rinnier Development, a Maryland corporation whose principal address is 218 E. Main Street in Salisbury, Maryland 21801.

1.2 Location

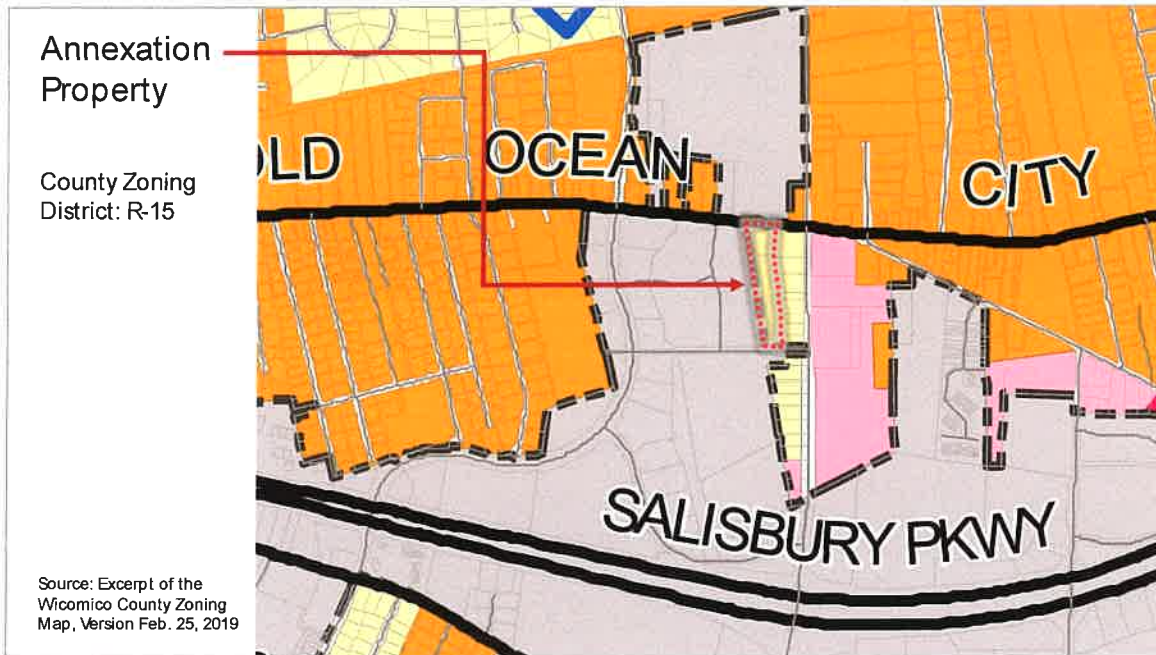
The Property's fronts Sharen Drive just west of its intersection with Phillip Morris Drive: Tax Map 0039, Parcel 0269.

1.3 Property Description

The Property is comprised of two lots totaling 3.55 acres. It contains a single-family detached house and otherwise is undeveloped, vacant, and partially wooded.

1.4 Existing Zoning

The Property is now zoned Residential, R-15 under the Wicomico County Code as shown in the exhibit below.



2.0

LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED

2.1 Comprehensive Plan

The City of Salisbury adopted the current Comprehensive Plan in 2010. The Property is located within the City's Municipal Growth Area with a planned land use designation of "Mixed-Use". As the Comprehensive Plan states that, "The purpose of the mixed use category is to optimize the use of land and services, the conservation of environmentally sensitive areas, and the creation of functional and attractive developments". The Comprehensive Plan specifically notes that "areas designated as "Mixed-Use" within the designated future growth areas will not include a residential component". The use proposed for the annexation is fully non-residential – a self-storage facility.

The Comprehensive Plan's goal as it pertains to annexations is as follows: "To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City".

The annexation of the subject Property is consistent with the Comprehensive Plan. It is in the designated municipal growth area and lies adjacent to property in the City already developed with apartments and other high density residential uses, under the Planned Development District standards (PDD #1-Robertson Farm).

2.2 Proposed Zoning

Upon annexation, the Property would be zoned Light Business Institutional (LBI). The Salisbury Wicomico County Planning Commission recommends that the Property be zoned Planned Development District. The process for applying the Planned Development District zoning designation is set forth in the City Zoning Ordinance. It may be rezoned PDD through an amendment to the existing PDD #1 which is known as Robertson Farm. Under such an amendment, the boundaries of the PDD #1 would be enlarged to encompass the Property. This zoning step could proceed after annexation upon petition of the Owner.

2.3 Proposed Land Use

The petitioners are proposing that the Property be developed into a self-storage facility. Development would be governed by City zoning regulations pertaining to the proposed LBI District except as may be amended through a subsequent rezoning to Planned Development District #1, as may be amended from time to time, or, through any successor zoning district which may be approved by the City in the future.

3.0

THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PARCEL

3.1 Roads

Access to the Property is provided via Sharen Drive, which is a public street road running between Beaglin Parkway and Phillip Morris Drive. The developer would extend the existing sidewalk on Sharen Drive from its current terminus through the frontage of the Property to Philip Morris Dive.

3.2 Water and Wastewater

The Annexation Property is presently not connected to public water and sewer services and no connections are planned as part of the development. The proposed use—self storage—will operate without a source of potable water or sanitary sewer services.

3.3 Schools

As a non-residential use, the Property would not generate pupil enrollment and have no impact of school capacity.

3.4 Parks and Rec.

As a non-residential use in this case, the Property would have no impact on park and recreational facilities or generate a demand for them.

3.5 Fire, E.M., and Rescue Services

The Salisbury Fire Department would provide fire suppression, technical rescue, special operations, and advanced life support (ALS-EMS) emergency medical treatment and transport services to the Property.

3.6 Police

The City of Salisbury Police Department would provide services to the Property.

3.7 Stormwater Management:

Stormwater management is governed by the Maryland Stormwater Management regulations administered locally.

3.8 Waste Collection

Commercial development in the City is served by independent waste haulers.

4.0

HOW DEVELOPMENT OF THE ANNEXED PARCEL WOULD RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.

The Property is located within the City's Municipal Growth Area and within the area designated "Mixed-Use". The Property is proposed to be developed as a self-storage facility. It lies adjacent to an existing apartment complex on its western side which is in the City, and single family detached house lots on its eastern side, which is outside of the City.

Should the Property eventually be rezoned to PDD #1, as recommended by the Planning Commission, (through amendments to the Roberts Farm PDD Development Plan), care will need to be taken to ensure that potential land use conflicts are minimized through use of setbacks, buffering, landscaping, and careful regulation of the placement and intensity of site lighting. The property must be developed with buffers adequate to screen the self-storage building and site operations from the adjoining residential uses and from Sharen Drive.

The sidewalk existing on Sharen Drive will be extended by the developer from its existing terminus to Phillip Morris Drive.

The site is presently mostly vacant and partially forested. It has no significant natural features or environmental constrains.

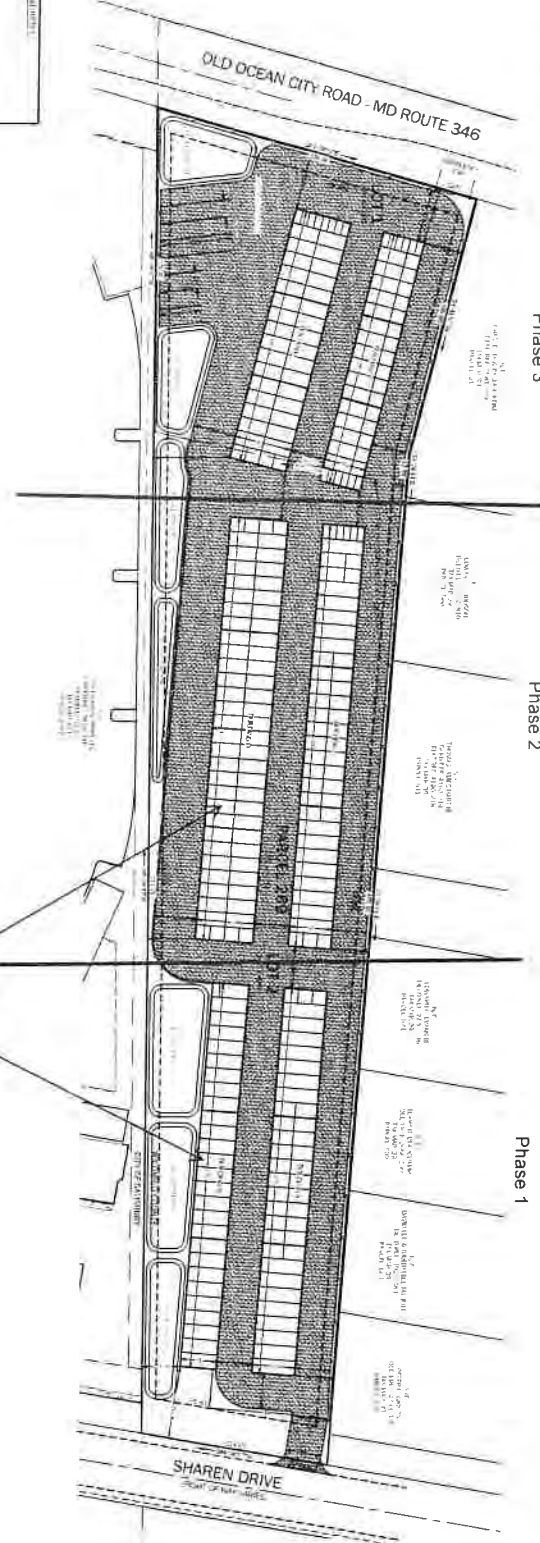


DATE: 08/11/2011	BY: [Signature]
PROJECT: SHAREN DRIVE SELF STORAGE FACILITY	SCALE: AS SHOWN

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	08/11/2011	[Signature]
2	REVISED PLAN	08/11/2011	[Signature]

LEGEND	
[Symbol]	PHASE 1 BUILDING
[Symbol]	PHASE 2 BUILDING
[Symbol]	PHASE 3 BUILDING
[Symbol]	DRIVEWAY
[Symbol]	LANDSCAPING
[Symbol]	UTILITIES

Buildings B + D to be climate controlled



STATE OF MARYLAND
 DEPARTMENT OF GENERAL SERVICES
 DIVISION OF GENERAL INVESTIGATION
 1000 PENNSYLVANIA AVENUE, SUITE 400
 ANNAPOLIS, MARYLAND 21403
 TEL: 410-261-1000
 FAX: 410-261-1001
 WWW.DGSI.STATE.MD.US

**CONCEPT SITE PLAN
 SHAREN DRIVE SELF STORAGE FACILITY**

DATE: 08/11/2011	BY: [Signature]
PROJECT: SHAREN DRIVE SELF STORAGE FACILITY	SCALE: AS SHOWN

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	08/11/2011	[Signature]
2	REVISED PLAN	08/11/2011	[Signature]



SHEET 1



46 **Section 5.** The Recitals set forth hereinabove are incorporated into this section of this Resolution
47 as if such recitals were specifically set forth at length in this Section 5.

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

51 **THIS RESOLUTION** was introduced and read and passed at the regular meeting of the Council
52 of the City of Salisbury held on January 9, 2023, having been duly published as required by law in the
53 meantime a public hearing was held on February 13, 2023, at 6:00 p.m., and was finally passed by the
54 Council of the City of Salisbury at its regular meeting held on the
55 _____ 2022.

56

57

58

59 _____
60 Kimberly R. Nichols,
61 CITY CLERK

Muir W. Boda,
PRESIDENT, City Council

62 APPROVED BY ME this _____ day of _____, 2023.
63
64
65

66 _____
67 John R. Heath, ACTING MAYOR
68

EXHIBIT A

SHAREN DRIVE – OCEAN ISLE

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the northerly right of way line of Old Ocean City Road (MD Rte. 346). X 1,213,818.08 Y 200,006.79 (1) Thence with the said Corporate Limits line South nine degrees thirty-four minutes fifty-seven seconds East (S 09° 34' 57" E) nine hundred seventy-six decimal three, three (976.33) feet to a point near the northerly line of Sharen Drive. X 1,213,980.61 Y 199,044.08 (2) Thence continuing with the said existing Corporate Limits Line North eighty-nine degrees thirty-eight minutes fifteen seconds East (N 89° 38' 15" E) one hundred thirty-four decimal zero, zero (134.00) feet to a point on the easterly line of Lot 2 of the "James W. & Hazel E. Brittingham Subdivision". X 1,214,114.61 Y 199,044.93 (3) Thence with the easterly line of the said Lot 2 and Lot 1, in part, North five degrees twenty-eight minutes fourteen seconds West (N 05° 28' 14" W) six hundred ninety-four decimal zero, one (694.01) feet to a breakpoint on the easterly line of the said Lot 1. X 1,214,048.44 Y 199,735.78 (4) Thence continuing with the easterly line of the said Lot 1 and crossing the aforesaid Old Ocean City Road North four degrees forty-one minutes forty-six seconds East (N 04° 41' 46" E) two hundred forty-five decimal three, nine (245.39) feet to a point on the northerly right of way line of the said Old Ocean City Road. X 1,214,068.53 Y 199,980.35 (5) Thence by and with the northerly line of the said Old Ocean City Road and aforesaid existing Corporate Limits Line North eighty-three degrees fifty-eight minutes twenty-two seconds West (N 83° 58' 22" W) two hundred fifty-one decimal eight, four (251.84) feet to the point of beginning.

Annexation containing 3.182 acres, more or less.

EXHIBIT B

REPORT OF ANNEXATION PLAN

for the

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TO THE CITY OF SALISBURY**

November 5, 2021

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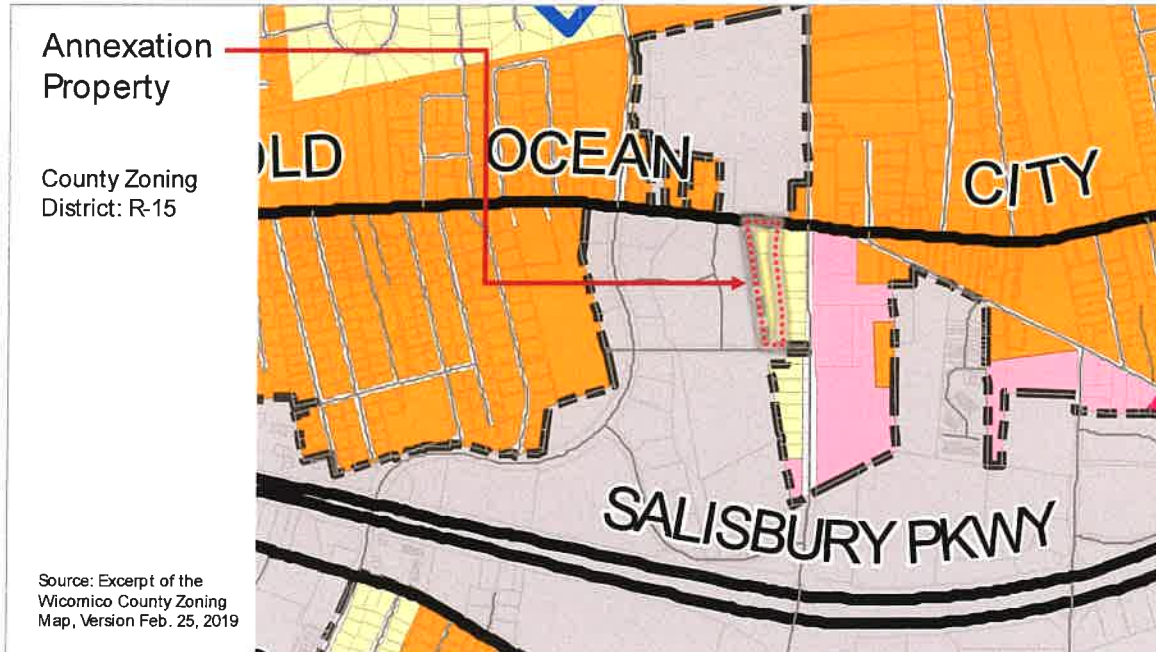
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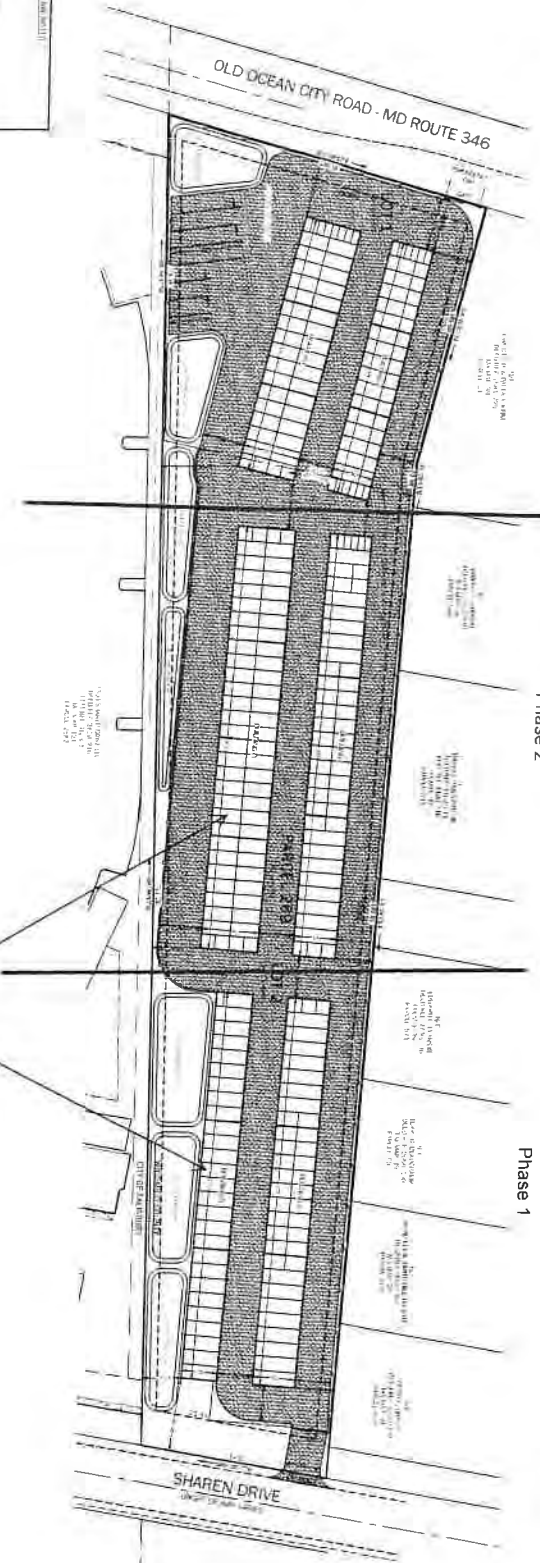
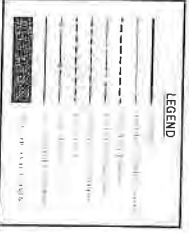
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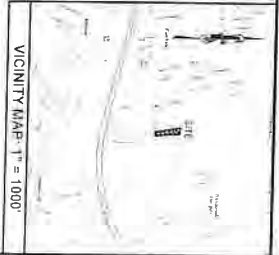
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The site is presently mostly vacant and partially forested. It has no significant natural features or environmental constrains.



Buildings B + D
to be climate controlled



	CONCEPT SITE PLAN SHAREN DRIVE SELF STORAGE FACILITY		
	SHAREN DRIVE BRIDGE AND BRIDGE BALDWIN ELECTION DISTRICT, CITY OF BALTIMORE, MARYLAND		
	SHEET 1		DATE: 08/11/11
	PROJECT NO.: 40 SHEET NO.: 40-2	DATE: 08/11/11	SCALE: 1/8" = 1'-0"

MEMO

To: Rick Baldwin, Director, DID

From: William T Holland 

Date: 1/20/2023

Re: John Deere Drive – Salisbury 50 Annexation

Attached is the referenced annexation package for the February 6th City Council work session. The property is located east of the medical offices on John Deere Drive and consists of approximately 16.6 acres. It's the developers' intent to develop the property into a small business park with fees simple lots.

I will provide the City Council with a brief overview at the scheduled work session.

Salisbury 50 Annex LLC
14 Back River Neck Rd
Baltimore, MD 21221

June 17, 2021

Mr. William Holland
Infrastructure & Development
City of Salisbury
125 N. Division Street, B13
Salisbury, MD 21801

RE: Annexation Request 16.62 Acres John Deere Drive

Mr. Holland,

My company recently purchased 24 acres on John Deere Drive. We have engaged Parker and Associates and had the property subdivided into two parcels, one of which we would like to have annexed into the City. The property is subject to a Pre-Annexation Covenant and Agreement dated 12/1/2003 between the City and former Owner, Lois T. Perdue.

It is our intent to develop the parcel into a small business park with fee simple lots and a public street, as shown on the attached annexation site plan. We feel as though the need is here and the location is perfect for this type of development. Further, we feel as though this would be a benefit to the City, as it will bring in businesses and Job, while at the same time, minimize and burden on the city's resources.

Our preliminary review of the zoning code suggests that the Mixed-Use Non-Residential District would be consistent with the neighborhood and accommodate our plans.

I look forward to working with you, the Planning Commission and the City Council to arrive at a viable solution for the incorporation of our property into the City. Please feel free to contact me, either directly, or through Brock, as we proceed through the process. Thank you for your consideration.

Sincerely,



Kirk Salvo

Managing Member

enc

1
2
3 **RESOLUTION NO. 3199**

4 **A RESOLUTION** of the Council of the City of Salisbury proposing the
5 annexation to the City of Salisbury of a certain area of land contiguous to and
6 binding upon the Corporate Limits of the City of Salisbury to be known as “John
7 Deere Drive-Salisbury 50 Annex, LLC Annexation”, beginning at a point at the
8 corner of the easterly existing Corporate Limits Line of the City of Salisbury, MD,
9 at its intersection with the Southwest side of John Deere Drive, continuing South
10 along the existing Corporate Limits Line a distance of 911.37 feet, thence
11 continuing around the southeasterly perimeter of the affected property to a point at
12 the intersection with the Southern existing Corporate City Limits Line along John
13 Deere Drive and the Northeast corner of parcel 739, thence west along the existing
14 Corporate City Limits line to the point of beginning, being all that real property
15 identified as Map 0039, Grid 0011, Parcel 0739, consisting of 16.62 acres of land,
16 more or less.

17 **RECITALS**

18 **WHEREAS**, the City of Salisbury has received a Petition for Annexation, dated June 17, 2021,
19 attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, signed by at least
20 twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners
21 of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be
22 annexed binding upon the Corporate Limits of the City of Salisbury to be known as “John Deere Drive-
23 Salisbury 50 Annex, LLC Annexation”, beginning at a point at the corner of the easterly existing Corporate
24 Limits Line of the City of Salisbury, MD, at its intersection with the Southwest side of John Deere Drive,
25 continuing South along the existing Corporate Limits Line a distance of 911.37 feet, thence continuing around
26 the southeasterly perimeter of the affected property to a point at the intersection with the Southern existing
27 Corporate City Limits Line along John Deere Drive and the Northeast corner of parcel 739, thence west along
28 the existing Corporate City Limits line to the point of beginning, being all that real property identified as Map
29 0039, Grid 0011, Parcel 0739, consisting of 16.62 acres of land, more or less, and further being the same real
30 property more particularly described in the property description attached hereto as **Exhibit 2** and incorporated
31 as if fully set forth herein, and being the same public rights-of-way more particularly depicted on that certain
32 plat entitled “Annexation Plat” attached hereto as **Exhibit 3** and incorporated as if fully set forth herein (the
33 aforesaid real property is hereinafter referred to as the “**Property**”); and

34 **WHEREAS**, the City of Salisbury has caused to be made a certification of the signatures on the
35 said petition for annexation and the City of Salisbury has verified that the persons signing the petition
36 represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners
37 owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all
38 as of August 30, 2021, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of
39 Salisbury, attached hereto as **Exhibit 4** and incorporated by reference as if fully set forth herein; and

40 **WHEREAS**, it appears that the aforesaid Petition for Annexation, dated June 17, 2021, meets all
41 the requirements of applicable state and local law; and

42 **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this
43 Resolution, providing for the City of Salisbury’s annexation of the Property as set forth herein, shall be and
44 hereby is scheduled for March 13, 2023 at 6:00 p.m.

45
46 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
47 **SALISBURY** as follows:

48 **Section 1.** It is proposed and recommended that the municipal boundaries of the City of Salisbury
49 be changed so as to annex to and include within the said municipal boundaries of the City of Salisbury all
50 that certain real property more particularly described in **Exhibits 2 and 3** attached hereto and incorporated
51 by reference as if fully set forth herein (the real property to be annexed by the City of Salisbury as
52 contemplated by this Resolution is hereinafter referred to as the “**Property**”).

53 **Section 2.** The annexation of the Property be and hereby is approved by the Council of the City of
54 Salisbury subject to all terms, conditions and agreements contained in the aforementioned property
55 description, the proposed Annexation Agreement, and the Annexation Plan, attached as **Exhibits 2, 5 and**
56 **6, respectively**, each of which is attached hereto and incorporated herein as if all such terms, conditions
57 and agreements contained in such Exhibits were specifically set forth at length in this Resolution.

58 **Section 3.** The Zoning Map of the City of Salisbury shall be amended to include the Property
59 within that certain Zoning District of the City of Salisbury identified as “**Mixed Use Non-Residential**”,
60 which said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by
61 this Resolution, is presently zoned “**LB-1 Light Business and Institutional**” in accordance with the
62 existing zoning laws of Wicomico County, Maryland.

63 **Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury
64 shall hold a public hearing on this Resolution on March 13, 2023 at 6:00 p.m. in the Council
65 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of
66 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly
67 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public
68 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid
69 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of
70 publication as specified hereinabove.

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

73 **Section 5.** It is the intention of the Council of the City of Salisbury that each provision this

74 Resolution shall be deemed independent of all other provisions herein.

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

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

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

85 **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the
86 City of Salisbury held on the _____, 2023, having been duly published as required by law
87 in the meantime a public hearing was held on the _____ day of _____, 2023 at 6:00 p.m., and
88 was finally passed by the Council at its regular meeting held on the _____ day of _____,
89 2023.

90

91 _____
92 Kimberly R. Nichols,
93 City Clerk

Muir W. Boda,
Council President

94
95 APPROVED BY ME this _____ day of _____, 2023.

96
97
98 _____
99 John R. Heath,
100 Acting Mayor

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 739

Lot # AA

Map # 39

SIGNATURE (S)

Kirk Salvo

Printed

Kirk Salvo

Date

Managing Member, Salisbury 50 Annex LLC

Date

6/17/21

Printed

Date

Printed

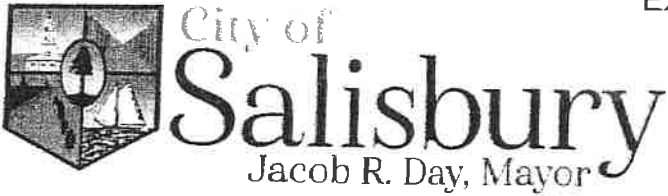
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Printed

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the southerly right of way line of John Deere Drive near the northeasterly corner of Lot 1 of Tim-Mar Acres. X 1,224,724.73 Y 199,801.51 (1) Thence with the said Corporate Limits line South six degrees one minute forty-seven seconds East (S 06° 01' 47" E) nine hundred ten decimal three, seven (910.37) feet to a breakpoint on the easterly line of the said Lot 1. X 1,224,820.36 Y 198,896.18 (2) Thence South zero degrees twenty-five minutes thirty-nine seconds East (S 00° 25' 39" E) two hundred sixty-eight decimal zero, five (268.05) feet to a point near the southeasterly corner of the said Lot 1. X 1,224,822.36 Y 198,628.14 (3) Thence South eighty-three degrees twenty-four minutes eight seconds East (S 83° 24' 08" E) nine decimal nine, zero (9.90) feet to a point at the southeasterly corner of the lands of Salisbury 50 Annex, LLC also being known as Parcel AA. X 1,224,832.20 Y 198,627.00; (4) Thence by and with the southeasterly lines of the said Parcel AA the following seven (7) courses: (a) North nine degrees twelve minutes fifty-eight seconds East (N 09° 12' 58" E) three hundred eighty-eight decimal zero, nine (388.09) feet to a point X 1,224,894.35 Y 199,010.09; (b) South eighty-seven degrees thirty-four minutes fifty-three seconds East (S 87° 34' 53" E) two hundred four decimal six, one (204.61) feet to a point X 1,225,098.78 Y 199,001.45 (c) North sixty-four degrees twenty-three minutes twenty-four seconds East (N 64° 23' 24" E) two hundred fifty-six decimal zero, seven (256.07) feet to a point X 1,225,329.69 Y 199,112.13 (d) North fifteen degrees fifty-five minutes thirty-five seconds East (N 15° 55' 35" E) five hundred sixty decimal zero, six (560.06) feet to a point X 1,225,483.37 Y 199,650.70 (e) North sixty degrees fifty-four minutes sixteen seconds East (N 60° 54' 16" E) two hundred thirteen decimal one, zero (213.10) feet to a point X 1,225,669.58 Y 199,754.32 (f) South seventy-five degrees twelve minutes eighteen seconds East (S 75° 12' 18" E) one hundred seventy decimal eight, five (170.85) feet to a point X 1,225,834.77 Y 199,710.69 (g) North twenty-six degrees thirty-nine minutes forty-seven seconds East (N 26° 39' 47" E) two hundred forty-nine decimal two, four (249.24) feet to a point at the southwesterly corner of Parcel B. X 1,225,946.62 Y 199,933.43 (5) Thence by and with the westerly line of the said Parcel B North eleven degrees thirty minutes forty-one seconds West (N 11° 30' 41" W) one hundred sixty-five decimal three, five (165.35) feet to a point near the southerly right of way line of U. S. Route 50 being on the existing Corporate Limits Line. X 1,225,913.62 Y 200,095.45 (6) Thence with the said Corporate Limits Line South seventy-eight degrees twenty-seven minutes eleven seconds West (S 78° 27' 11" W) five hundred fifty-four decimal one, six (554.16) feet to a point at the northerly end of the John Deere Drive right of way. X 1,225,370.68 Y 199,984.52 (7) Thence with the end of the said right of way South five degrees fifty minutes fifty-two seconds East (S 05° 50' 52" E) fifty decimal two, five (50.25) feet to a point at the southerly end of the said John Deere Drive. X 1,225,375.80 Y 199,934.53 (8) Thence continuing with the existing Corporate Limits Line South seventy-eight degrees twenty-seven minutes ten seconds West (S 78° 27' 10" W) six hundred sixty-four decimal five, two (664.52) feet to the point of beginning.

Annexation containing 16.622 acres, more or less.



CERTIFICATION

JOHN DEERE DRIVE – SALISBURY 50 ANNEX LLC ANNEXATION

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

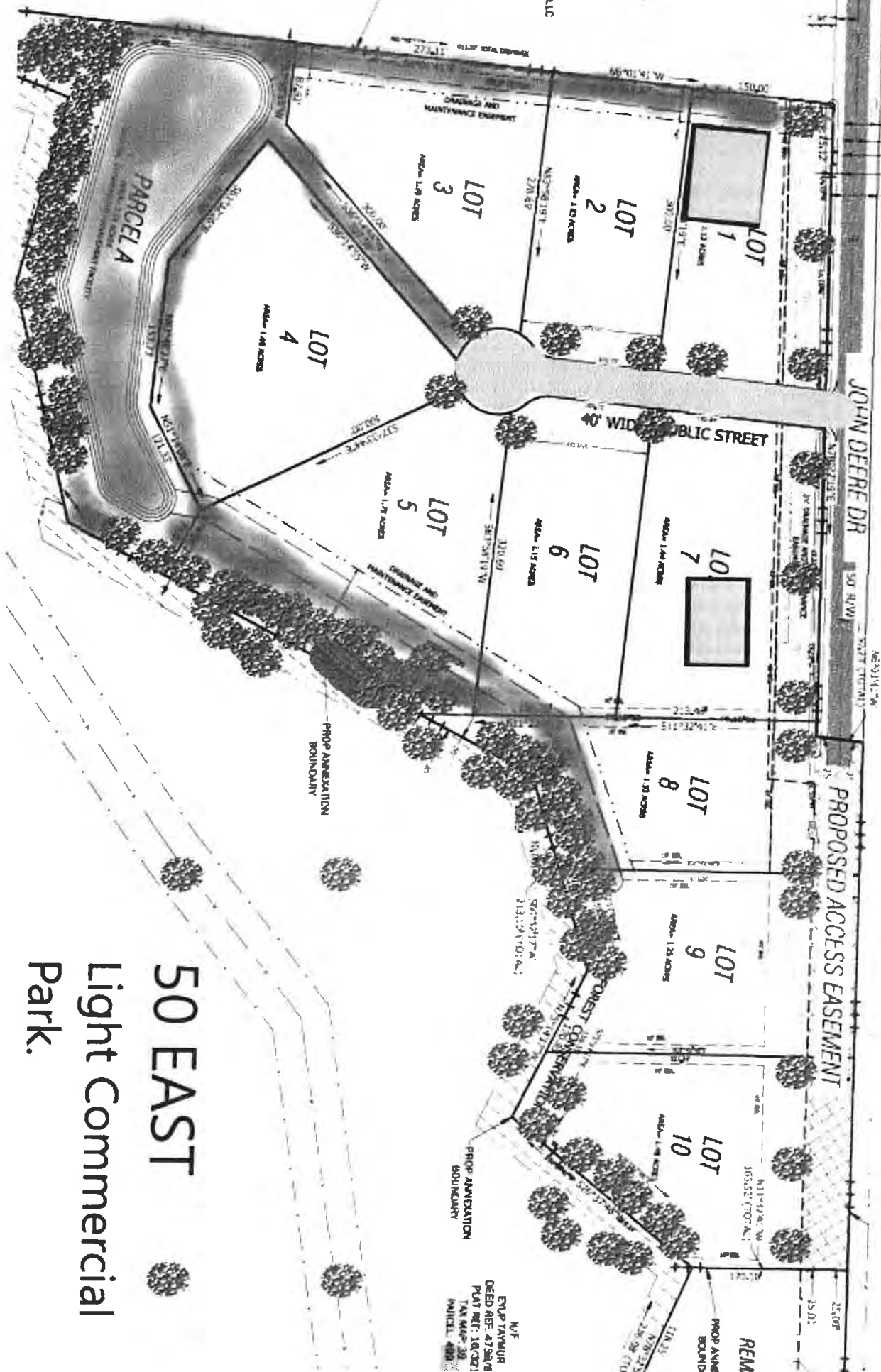


Leslie C. Sherrill
Surveyor

Date: 8/30/2021

John Deere Drive – Salisbury 50 Annex LLC - Certification.doc

Exhibit 6



N/A
RN OF DELAWARE, LLC
F: 2308/574
F: 15/0808
MAP: 30
ZL: 114

N/A
ENP TYPUR
DEED REF: 8738/8
PLAN REF: 10/021
TAX MAP: 30
PARCEL: 488

50 EAST
Light Commercial
Park.

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC ANNEXATION

Exhibit 5

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made this ____ day of _____, 2022, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and *Salisbury 50 Annex, LLC*, a Maryland limited liability company (the City and Salisbury 50 Annex, LLC are hereinafter referred to collectively as the “Parties”).

RECITALS

WHEREAS, for purposes of this Agreement, the term “Salisbury 50 Annex, LLC” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of Salisbury 50 Annex, LLC, as the case may be, such that this Agreement, and all of the terms and conditions set forth herein, shall apply to, be binding in all respects upon and inure to the benefit of each and every successor-in-interest and/or assign of Salisbury 50 Annex, LLC, as the case may be; and

WHEREAS, Petitioner is the fee simple owner of that certain real property consisting of approximately 16.62 acres of land, more or less, having a premises address of John Deere Drive, Salisbury, Maryland 21804 and a State of Maryland Tax Identification Number of 05-123437 (“Parcel AA”), the said Parcel AA being that same real property identified as Map 0039, Grid 0011, Parcel 0739 on the Tax Records of the State of Maryland, and further being, in all respects, a portion of that real property described in a Deed, dated November 30, 2020, from JD Hanna, LLC and JD Twilley, LLC to Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 4743, Folio 0383 (Parcel AA is hereinafter referred to as the “Property”); and

WHEREAS, the Property is subject to a Commercial Purchase Money Deed of Trust held by Henry H. Hanna, III and Dara L. Hanna, recorded among the Land Records of Wicomico County, Maryland in Liber 4743, Folio 389 (Henry H. Hanna, III and Dara L. Hanna are hereinafter collectively referred to as “Mortgage”); and

WHEREAS, the Property consists of 16.62 +/- acres of land as more particularly depicted on that certain plat entitled “Annexation Plat” dated June 23, 2021 and prepared by Parker & Associates, Inc., which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “Annexation Plat”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*); and

WHEREAS, the Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “Property Description”); and

WHEREAS, Salisbury 50 Annex, LLC intends to construct upon the Property certain commercial buildings and associated site improvements consistent with the use of property located in the City’s Mixed Use Non-Residential zoning district, and as more fully set forth in the proposed plan for development of the Property as shown on the Annexation Site Plan attached hereto and incorporated herein as *Exhibit C* (the “Annexation Site Plan”); and

WHEREAS, all of the land which makes up the Property is located within Wicomico County, Maryland and outside the municipal boundaries of the City, and, therefore, the Property is ineligible to receive City services, including municipal water and sanitary sewer utility service, which Salisbury 50 Annex, LLC desires to obtain for its development of the Property as aforesaid; and

WHEREAS, Salisbury 50 Annex, LLC submitted a Petition for Annexation (the “Petition”), dated June 17, 2021, requesting the City annex the land which makes up the Property as contemplated herein; and

WHEREAS, the City is willing to annex the Property, provided Salisbury 50 Annex, LLC agrees to adhere to all laws, ordinances and regulations of the City, and the provisions of this Agreement, regarding Salisbury 50 Annex, LLC's use and development of the Property; and

WHEREAS, appropriate and required public hearings on the proposed annexation of the Property have been held pursuant to all applicable state and local laws; and

WHEREAS, pursuant to the authority contained in MD Code, Local Government, § 4-101, et seq., the City and Salisbury 50 Annex, LLC enter into this Agreement to set forth the terms and conditions of the proposed annexation of the Property and all annexation proceedings relating thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. Effective Date.

The effective date of this Agreement shall be the date upon which the Resolution approving the City's annexation of the Property becomes effective (said Resolution is hereinafter referred to as the "**Annexation Resolution**"). The annexation of the Property shall not become effective unless and until all applicable appeal and referendum periods have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City's annexation of the Property.

2. Warranties & Representations of the City.

(a) The City, the Salisbury-Wicomico County Planning Commission, and associated staff shall be guided by this Agreement, throughout the review of any and all development plans submitted for or relating to the Property or any portion thereof to ensure the provisions of this Agreement are specifically implemented. Any approval granted to or for a development plan for the Property or any portion thereof by any commission, board, body or agent of the City shall be in substantial compliance with all of the terms and conditions of this Agreement.

(b) The Parties expressly acknowledge and agree the City's support for the annexation of the Property, as provided herein, is not intended, nor shall it be construed, to prohibit the City from enacting such future ordinances, charter provisions, engineering standards or any amendments thereto deemed necessary or appropriate to protect the public, health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property or any portion thereof, provided any such application does not operate to divest prior approvals, nor interfere with Salisbury 50 Annex, LLC's vested rights in and to the Property, or any portion thereof, to any extent greater than the impact of such ordinances and charter resolutions have upon other similarly-situated properties located within the municipal boundaries of the City.

3. Warranties & Representations of Salisbury 50 Annex, LLC.

(a) This Agreement shall constitute the written consent of Salisbury 50 Annex, LLC to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). Salisbury 50 Annex, LLC requests the annexation in accordance with the Annexation Plat attached as *Exhibit A* and the Annexation Site Plan attached as *Exhibit C*. Salisbury 50 Annex, LLC represents and warrants to the City that it has the full power and authority to sign this Agreement, and Salisbury 50 Annex, LLC further represents that Mortgagee, having its own interest in the Property, consents to Salisbury 50 Annex, LLC's petition for annexation, as evidenced by the signatures hereto. Salisbury 50 Annex, LLC further represents and warrants to the City that there is no action pending against, or otherwise involving, Salisbury 50 Annex, LLC that would affect, in any way, the right and authority of Salisbury 50 Annex, LLC to execute this Agreement.

(b) Salisbury 50 Annex, LLC expressly acknowledges and agrees that it will receive a benefit from and upon the City's annexation of the Property; accordingly, by Salisbury 50 Annex, LLC's execution of this Agreement, Salisbury 50 Annex, LLC agrees, as a bargained-for condition for the City's annexation of the Property, to waive and relinquish any and all right it has or may have to withdraw its consent to the City's annexation of the Property or any portion thereof. Salisbury 50 Annex, LLC shall not petition the Annexation Resolution to referendum and, in the event the Annexation Resolution is petitioned to referendum and Salisbury 50 Annex, LLC is permitted to vote in such referendum, Salisbury 50 Annex, LLC shall vote in favor of the Annexation Resolution.

4. **Application of City Code and Charter; City Taxes.**

From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter (the "**Charter**") and the Salisbury Municipal Code (the "**City Code**") shall have full force and effect within the Property, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Property, the Property shall be subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

5. **Municipal Zoning.**

Upon the effective date of the Annexation Resolution, the Property shall be zoned Mixed Use Non-Residential, as set forth in Chapter 17.46 of the City Code.

6. **Municipal Services.**

(a) Subject to the obligations of Salisbury 50 Annex, LLC set forth in Section 9(f)(i)-(ii) hereof, the City agrees to provide all necessary municipal services required for Salisbury 50 Annex, LLC's development of the Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services as generally available to City residents.

(b) With regard to public water and sewer allocation for the Property or any portion thereof, any allocation of public water or wastewater capacity and/or services shall be made by the City according to adopted allocation plans in effect at the time Salisbury 50 Annex, LLC makes a request for such capacity and/or services.

7. **Standards & Criteria.**

Should any environmental, engineering, or other similar standard or criteria expressly provided in this Agreement be exceeded by any local, state or federal law, regulation, rule, standard or authorized criteria, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria, law or regulation shall apply.

8. **City Boundary Markers.**

(a) Salisbury 50 Annex, LLC, at its sole cost and expense, shall install City Boundary Markers at the boundary lines representing the enlarged City boundaries resulting from the City's annexation of the Property. Salisbury 50 Annex, LLC shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the boundary lines, as aforesaid, within ninety (90) days of the expiration of the forty-five (45) day referendum period applicable to the Annexation Resolution.

(b) In the event Salisbury 50 Annex, LLC fails to comply with its obligations under Section 8(a) hereof, then, upon the expiration of the ninety (90) day period set forth in Section 8(a), Salisbury 50

Annex, LLC shall make payment to the City in the amount of either Ten Thousand Dollars and 00/100 (\$10,000.00) or the amount of the costs incurred by the City to perform the obligations of Salisbury 50 Annex, LLC under Section 8(a), whichever is greater.

9. Development Considerations.

(a) **Fees & Costs.** Salisbury 50 Annex, LLC expressly acknowledges and agrees that it shall make payment to the City for any and all fees, costs and/or expenses, including, but not limited to, legal fees, planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement, the preparation of the Annexation Resolution, the preparation of any other document(s) pertaining to the annexation of the Property, the publication of public notice(s) for the annexation of the Property, and any other matter relating to or arising from the annexation of the Property, as determined by the City in its sole discretion. The City shall invoice Salisbury 50 Annex, LLC for all costs to be paid by Salisbury 50 Annex, LLC under this Section 9(a) and Salisbury 50 Annex, LLC shall make payment to the City for all such amounts within fifteen (15) days of Salisbury 50 Annex, LLC’s receipt of any such invoice from the City.

(b) **Development of Property.** Salisbury 50 Annex, LLC shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City’s Mixed Use Non-Residential zoning district.

(c) **Contribution to Area Improvement.** The Annexation Site Plan shows a proposed access easement for a future City street sufficient to the requirements of a minor collector road connecting each parcel including the parcel of land that joins the Property on its east side. The precise location of such access easement will be determined upon the preparation of a subdivision plat for the Property. Salisbury 50 Annex, LLC shall clear and prepare the grade for the right-of-way of this street. The work shall adhere to City specifications and shall be done in accordance with a Public Works Agreement, by and between Salisbury 50 Annex, LLC and the City (the “PWA”). Salisbury 50 Annex, LLC shall plat the right of way upon subdivision of the Property as a future inter-parcel street open to general traffic, granting all necessary access and easement rights as may be needed for the eventual construction, installation of utilities, and public use of the street. Salisbury 50 Annex, LLC shall maintain the right of way in its graded and cleared but unimproved state. Upon the eventual construction of the street, both the existing and new streets shall be brought up to City standards applicable at the time of construction. The City shall not be responsible for the cost of installing this inter-parcel connecting street. Salisbury 50 Annex, LLC agrees to install sidewalks along the full public road frontage of the Property and to install pedestrian walkways within the Property in such manner and to such extent as determined necessary and appropriate by the City’s Department of Infrastructure and Development.

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

(i) Prior to Salisbury 50 Annex, LLC’s application for a building permit, Salisbury 50 Annex, LLC shall pay to the City a non-refundable development assessment (the “**Development Assessment**”) on a per lot basis according to the schedule below:

Schedule of Development Assessments

Lot	Acreage	Development Assessment
1	1.13	\$10,182.43
2	1.03	\$9,281.33
3	1.29	\$11,624.19
4	1.66	\$14,958.26
5	1.70	\$15,318.70

6	1.15	\$10,362.65
7	1.44	\$12,975.84
8	1.33	\$11,984.63
9	1.25	\$11,263.75
10	1.48	\$13,336.28

Salisbury 50 Annex, LLC expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement. The parties hereto acknowledge that the Annexation Site Plan, and the corresponding lot acreage and Development Assessment set forth in this Paragraph 9(d)(i), are subject to change. In the event of a proposed change, Salisbury 50 Annex, LLC shall submit a revised Annexation Site Plan to the City and, upon approval, this Agreement shall be amended to incorporate the revised Annexation Site Plan and recalculate the lot acreage and Development Assessment set forth in Paragraph 9(d)(i) (to be calculated at the then prevailing Development Assessment rate, currently set at \$9,011.00 per acre).

- (ii) In the event Salisbury 50 Annex, LLC fails to pay the Development Assessment to the City in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, Salisbury 50 Annex, LLC shall make payment of the Development Assessment, including all late charges incurred thereon, if any, to the City, prior to the City's issuance of any permit for or relating to any development of the Property.
- (iii) The Parties expressly acknowledge and agree the Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against Salisbury 50 Annex, LLC or the Property in accordance with the terms and conditions of this Agreement and/or pursuant to any law or regulation applicable to the Property and/or the development thereof.
- (iv) The per lot Development Assessments set forth in Section 9(a)(i) are subject to adjustment in the event the City of Salisbury amends the Development Assessment, currently set at the rate of \$9,011.00 per acre.

(e) Community & Environmental Design. Salisbury 50 Annex, LLC expressly acknowledges and agrees that any development plan for the Property shall: feature strong pedestrian, functional and visual relationships from the street and sidewalk to the front entrance of each structure constructed at or upon the Property; include enhanced site landscaping which recognizes and otherwise displays the "gateway" character of the Property; and, provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Property and the residentially zoned properties adjoining portions of the Property.

(f) Public Utility Improvements & Extensions.

- (i) The Parties expressly acknowledge and agree that extensions of public water and sanitary sewer utilities will be necessary to meet the utility service requirements for and within the Property. Accordingly, the Parties expressly acknowledge and agree that Salisbury 50 Annex, LLC shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, such public water and sanitary sewer utility extension(s), including water and sewer main(s), trunk line(s), fire hydrant(s) and appurtenant facilities, required or imposed to serve the development or redevelopment of, or any other site improvements to or for, the Property or any portion thereof, in accordance with the City's standards and specifications.
- (ii) In addition to the provisions set forth in Section 9(f)(i), Salisbury 50 Annex, LLC's design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the Property shall be governed by the PWA by and between Salisbury 50 Annex, LLC and the City, which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective, with the express agreement that execution of the PWA by the Parties will not be unreasonably conditioned, withheld or delayed; provided, however, no permit may be issued to Salisbury 50 Annex, LLC, or any party acting on its behalf, for any work associated with Salisbury 50 Annex, LLC's development of the Property, or any portion thereof, until the PWA has been executed by the Parties.

10. RECORD PLAT.

Salisbury 50 Annex, LLC shall provide the City with a copy of the final record plat for any development of, on or within the Property.

11. NOTICES.

All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof: (1) when delivered in person on a business day at the address set forth below; (2) on the third (3rd) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (3) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

All notices and other communications to Salisbury 50 Annex, LLC shall be addressed to, and delivered at, the following addresses:

Salisbury 50 Annex, LLC
c/o Kirk Salvo
14 Back River Neck Road
Baltimore, Maryland 21221

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

City of Salisbury
c/o Richard Baldwin, Director
Department of Infrastructure and Development
125 N. Division Street, Room 202
Salisbury, Maryland 21801

With a copy to:

Heather R. Konyar, Esquire
Cockey, Brennan & Maloney, P.C.
313 Lemmon Hill Lane
Salisbury, Maryland 21801

12. Future Uses of Annexation Property.

Salisbury 50 Annex, LLC expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development of the Property must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City, and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's Mixed Use Non-Residential zoning district. Development of the Property shall be subject to, and must comply with, any and all applicable capacity fees and/or impact fees established by the City and/or Wicomico County existing as of the effective date of the Annexation Resolution, subject to any amendments thereto as approved by the City and/or Wicomico County from time to time. The Parties expressly acknowledge and agree that this Agreement, or any of the terms set forth herein, shall not, in any way, constitute, or otherwise be construed as, an approval for any specific development on or within the Property or any portion thereof; nor shall this Agreement or any of its terms constitute or otherwise be construed as a waiver by the City of any fee(s) or charge(s) associated with or arising from Salisbury 50 Annex, LLC's development and/or use of the Property or any portion thereof.

13. Miscellaneous Provisions.

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

(b) Scope of Agreement. This Agreement is not intended to limit the exercise of any police power(s) of the City, to limit the operation of the City government or to guarantee the outcome of any administrative process. Unless otherwise expressly set forth in this Agreement or in any other subsequent agreement entered into by the Parties, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: **(i)** enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; **(ii)** enacted or adopted by the City as a result of a state or federal mandate; or, **(iii)** applicable to the Property and to similarly situated property located outside of the City in Wicomico County.

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

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

(e) Project as a Private Undertaking. The Parties expressly acknowledge and agree: **(i)** that the development or redevelopment of the Property, or any portion thereof, is a private undertaking; **(ii)** that

neither the City nor Salisbury 50 Annex, LLC is acting as the agent of the other party in any respect hereunder; and, (iii) that each of the City and Salisbury 50 Annex, LLC is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

(f) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Parties.

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

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by Salisbury 50 Annex, LLC, without the consent of the City or any of its elected officials, employees or agents, to any purchaser of the Property or any portion thereof; provided, however, any transfer of all or a portion of the Property shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Salisbury 50 Annex, LLC shall not transfer, or pledge as security for any debt or obligation, any of its interest in or to all or any portion of the Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions set forth herein, as if such transferee or pledgee was a party to this Agreement. Salisbury 50 Annex, LLC shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Salisbury 50 Annex, LLC of any of its interests in and to the Property or any portion thereof.

(i) **Express Condition.** The obligations of Salisbury 50 Annex, LLC under this Agreement shall be contingent upon the annexation of the Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of Salisbury 50 Annex, LLC independent of its ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, the obligations of Salisbury 50 Annex, LLC under Section 9(a) hereof shall not be contingent or otherwise conditioned upon annexation of the Property and shall be binding upon and enforceable against Salisbury 50 Annex, LLC, its successors, representatives and assigns, to the fullest extent permitted by Maryland law.

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

(k) **Recording of Agreement.** This Agreement, including all exhibits, schedules and/or addenda attached hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County, the costs of which shall be paid by Salisbury 50 Annex, LLC. This Agreement, and all of the terms contained herein, shall run with the Property and be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and/or assigns.

(l) **No Reliance.** Each party to this Agreement, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation(s) or statement(s), whether express or implied, made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

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

(n) **Severability.** The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent

jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

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

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

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

(r) Construction. This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Section headings are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Agreement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

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

(t) Cooperation. The Parties hereto agree that each will cooperate with the other to the extent necessary to facilitate the issuance of any and all required permits from any non-party government agency for Salisbury 50 Annex, LLC's development of the Property.

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

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

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

ATTEST/WITNESS:

SALISBURY 50 ANNEX, LLC:

By: _____ (Seal)
_____, Authorized Representative

THE "CITY":

City of Salisbury, Maryland

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

CONSENTED TO BY "MORTGAGEE"

_____ (Seal)
Henry H. Hanna, III

_____ (Seal)
Dara L. Hanna

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be an Authorized Representative of Salisbury 50 Annex, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of Salisbury 50 Annex, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACOB R. DAY, who acknowledged himself to be the MAYOR of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Henry H. Hanna, III, who acknowledged his execution of the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dara L. Hanna, who acknowledged her execution of the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

CERTIFICATION BY ATTORNEY

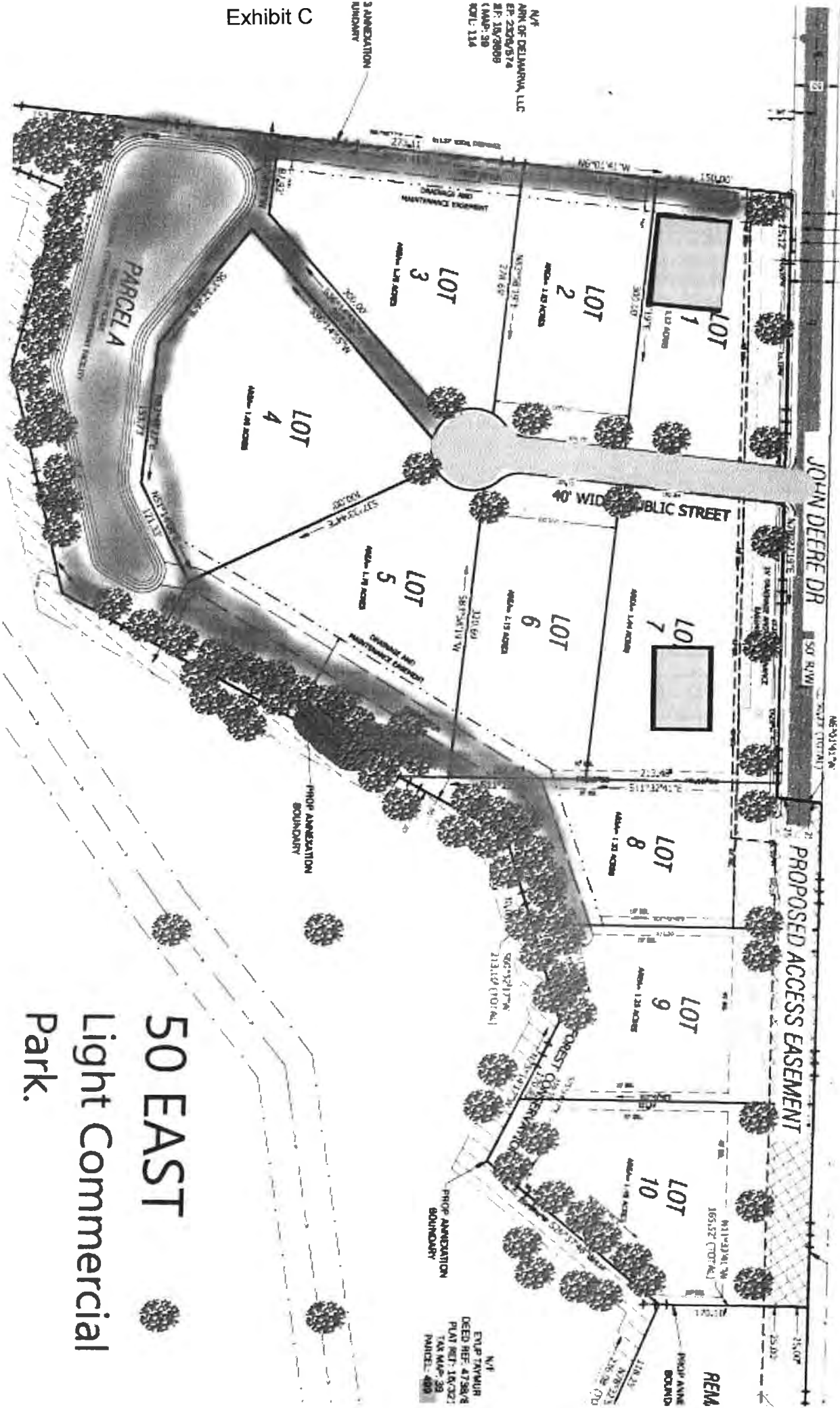
I hereby certify that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

Heather R. Konyar, Esquire

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the southerly right of way line of John Deere Drive near the northeasterly corner of Lot 1 of Tim-Mar Acres. X 1,224,724.73 Y 199,801.51 (1) Thence with the said Corporate Limits line South six degrees one minute forty-seven seconds East (S 06° 01' 47" E) nine hundred ten decimal three, seven (910.37) feet to a breakpoint on the easterly line of the said Lot 1. X 1,224,820.36 Y 198,896.18 (2) Thence South zero degrees twenty-five minutes thirty-nine seconds East (S 00° 25' 39" E) two hundred sixty-eight decimal zero, five (268.05) feet to a point near the southeasterly corner of the said Lot 1. X 1,224,822.36 Y 198,628.14 (3) Thence South eighty-three degrees twenty-four minutes eight seconds East (S 83° 24' 08" E) nine decimal nine, zero (9.90) feet to a point at the southeasterly corner of the lands of Salisbury 50 Annex, LLC also being known as Parcel AA. X 1,224,832.20 Y 198,627.00; (4) Thence by and with the southeasterly lines of the said Parcel AA the following seven (7) courses: (a) North nine degrees twelve minutes fifty-eight seconds East (N 09° 12' 58" E) three hundred eighty-eight decimal zero, nine (388.09) feet to a point X 1,224,894.35 Y 199,010.09; (b) South eighty-seven degrees thirty-four minutes fifty-three seconds East (S 87° 34' 53" E) two hundred four decimal six, one (204.61) feet to a point X 1,225,098.78 Y 199,001.45 (c) North sixty-four degrees twenty-three minutes twenty-four seconds East (N 64° 23' 24" E) two hundred fifty-six decimal zero, seven (256.07) feet to a point X 1,225,329.69 Y 199,112.13 (d) North fifteen degrees fifty-five minutes thirty-five seconds East (N 15° 55' 35" E) five hundred sixty decimal zero, six (560.06) feet to a point X 1,225,483.37 Y 199,650.70 (e) North sixty degrees fifty-four minutes sixteen seconds East (N 60° 54' 16" E) two hundred thirteen decimal one, zero (213.10) feet to a point X 1,225,669.58 Y 199,754.32 (f) South seventy-five degrees twelve minutes eighteen seconds East (S 75° 12' 18" E) one hundred seventy decimal eight, five (170.85) feet to a point X 1,225,834.77 Y 199,710.69 (g) North twenty-six degrees thirty-nine minutes forty-seven seconds East (N 26° 39' 47" E) two hundred forty-nine decimal two, four (249.24) feet to a point at the southwesterly corner of Parcel B. X 1,225,946.62 Y 199,933.43 (5) Thence by and with the westerly line of the said Parcel B North eleven degrees thirty minutes forty-one seconds West (N 11° 30' 41" W) one hundred sixty-five decimal three, five (165.35) feet to a point near the southerly right of way line of U. S. Route 50 being on the existing Corporate Limits Line. X 1,225,913.62 Y 200,095.45 (6) Thence with the said Corporate Limits Line South seventy-eight degrees twenty-seven minutes eleven seconds West (S 78° 27' 11" W) five hundred fifty-four decimal one, six (554.16) feet to a point at the northerly end of the John Deere Drive right of way. X 1,225,370.68 Y 199,984.52 (7) Thence with the end of the said right of way South five degrees fifty minutes fifty-two seconds East (S 05° 50' 52" E) fifty decimal two, five (50.25) feet to a point at the southerly end of the said John Deere Drive. X 1,225,375.80 Y 199,934.53 (8) Thence continuing with the existing Corporate Limits Line South seventy-eight degrees twenty-seven minutes ten seconds West (S 78° 27' 10" W) six hundred sixty-four decimal five, two (664.52) feet to the point of beginning.

Annexation containing 16.622 acres, more or less.



50 EAST
 Light Commercial
 Park.

N/E
 AREA OF DELAWARE, LLC
 E.P. 2307/874
 E.P. 15/2808
 (MAP) 39
 ROLL 114

3 ANNEXATION
 EUMONT

N/E
 ENP TAVNUR
 DEED REF: 4738/B
 PLAN MAP: 39
 PARCEL: 489

JOHN DEERE DR

PROPOSED ACCESS EASEMENT

REM

PROP AVENUE BOARD

1 **RESOLUTION NO. 3200**

2
3 **A RESOLUTION** of the Council of the City of Salisbury proposing the
4 annexation to the City of Salisbury of a certain area of land contiguous to and
5 binding upon the Corporate Limits of the City of Salisbury to be known as “John
6 Deere Drive – Salisbury 50 Annex, LLC Annexation”, beginning at a point at the
7 corner of the easterly existing Corporate Limits Line of the City of Salisbury, MD,
8 at its intersection with the Southwest side of John Deere Drive, continuing South
9 along the existing Corporate Limits Line a distance of 911.37 feet, thence
10 continuing around the southeasterly perimeter of the affected property to a point at
11 the intersection with the Southern existing Corporate City Limits Line along John
12 Deere Drive and the Northeast corner of parcel 739, thence west along the existing
13 Corporate City Limits line to the point of beginning, being all that real property
14 identified as Map 0039, Grid 0011, Parcel 0739, consisting of 16.62 acres of land,
15 more or less.

16 **WHEREAS**, pursuant to that certain Petition for Annexation, dated June 17, 2021, attached hereto
17 as **Exhibit 1** and incorporated by reference as if fully set forth herein, the City of Salisbury proposes the
18 annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate
19 Limits of the City of Salisbury to be known as “John Deere Drive – Salisbury 50 Annex, LLC Annexation”,
20 beginning at a point at the corner of the easterly existing Corporate Limits Line of the City of Salisbury, MD,
21 at its intersection with the Southwest side of John Deere Drive, continuing South along the existing Corporate
22 Limits Line a distance of 911.37 feet, thence continuing around the southeasterly perimeter of the affected
23 property to a point at the intersection with the Southern existing Corporate City Limits Line along John Deere
24 Drive and the Northeast corner of parcel 739, thence west along the existing Corporate City Limits line to the
25 point of beginning, being all that real property identified as Map 0039, Grid 0011, Parcel 0739, consisting of
26 16.62 acres of land, more or less, and further being the same real property more particularly described in the
27 property description attached hereto as **Exhibit 2** and incorporated as if fully set forth herein and being the
28 same public rights-of-way more particularly depicted on that certain plat entitled “Annexation Plat” attached
29 hereto as **Exhibit 3** and incorporated as if fully set forth herein (the aforesaid real property is hereinafter
30 referred to as the “**Property**”); and

31 **WHEREAS**, pursuant to MD Code, Local Government, § 4-415, the City of Salisbury is required
32 to adopt an Annexation Plan for the proposed annexation of the Property; and,

33 **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this
34 Resolution, providing for the Council of the City of Salisbury’s approval of the Annexation Plan (as defined
35 hereinbelow) for the City of Salisbury’s annexation of the Property as set forth herein, shall be and hereby
36 is scheduled for March 13, 2023 at 6:00 p.m.

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

39 **Section 1.** The “Annexation Plan for the John Deere Drive – Salisbury 50 Annex, LLC Annexation
40 to the City of Salisbury”, attached hereto as **Exhibit 4** and incorporated as if fully set forth herein (the
41 “**Annexation Plan**”), be and hereby is adopted for the City of Salisbury’s annexation of the Property as
42 contemplated by this Resolution.

43 **Section 2.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury
44 shall hold a public hearing on this Resolution on March 13, 2023 at 6:00 p.m. in the Council
45 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of
46 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly
47 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public
48 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid
49 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of
50 publication as specified hereinabove. **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF**
51 **THE CITY OF SALISBURY AS FOLLOWS:**

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

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

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

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

64 **THIS RESOLUTION** was introduced and read and passed at the regular meeting of the
65 Council of the City of Salisbury held on, having been duly published as required by law in the meantime a
66 public hearing was held on _____, 2023, at 6:00 p.m., and was finally passed by the Council of
67 the City of Salisbury at its regular meeting held on the _____, 2023.

68

69 _____
70 Kimberly R. Nichols,
71 City Clerk

Muir W. Boda,
Council President

72

73

74

75 APPROVED BY ME this _____ day of _____, 2023.

76

77

78

79 _____
John R. Heath, Acting Mayor

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 739

Lot # AA

Map # 39

SIGNATURE (S)

Kirk Salvo

Date

Printed

Kirk Salvo

Managing Member, Salisbury 50 Annex LLC

Date

6/17/21

Printed

Date

Printed

Date

Printed

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the southerly right of way line of John Deere Drive near the northeasterly corner of Lot 1 of Tim-Mar Acres. X 1,224,724.73 Y 199,801.51 (1) Thence with the said Corporate Limits line South six degrees one minute forty-seven seconds East (S 06° 01' 47" E) nine hundred ten decimal three, seven (910.37) feet to a breakpoint on the easterly line of the said Lot 1. X 1,224,820.36 Y 198,896.18 (2) Thence South zero degrees twenty-five minutes thirty-nine seconds East (S 00° 25' 39" E) two hundred sixty-eight decimal zero, five (268.05) feet to a point near the southeasterly corner of the said Lot 1. X 1,224,822.36 Y 198,628.14 (3) Thence South eighty-three degrees twenty-four minutes eight seconds East (S 83° 24' 08" E) nine decimal nine, zero (9.90) feet to a point at the southeasterly corner of the lands of Salisbury 50 Annex, LLC also being known as Parcel AA. X 1,224,832.20 Y 198,627.00; (4) Thence by and with the southeasterly lines of the said Parcel AA the following seven (7) courses: (a) North nine degrees twelve minutes fifty-eight seconds East (N 09° 12' 58" E) three hundred eighty-eight decimal zero, nine (388.09) feet to a point X 1,224,894.35 Y 199,010.09; (b) South eighty-seven degrees thirty-four minutes fifty-three seconds East (S 87° 34' 53" E) two hundred four decimal six, one (204.61) feet to a point X 1,225,098.78 Y 199,001.45 (c) North sixty-four degrees twenty-three minutes twenty-four seconds East (N 64° 23' 24" E) two hundred fifty-six decimal zero, seven (256.07) feet to a point X 1,225,329.69 Y 199,112.13 (d) North fifteen degrees fifty-five minutes thirty-five seconds East (N 15° 55' 35" E) five hundred sixty decimal zero, six (560.06) feet to a point X 1,225,483.37 Y 199,650.70 (e) North sixty degrees fifty-four minutes sixteen seconds East (N 60° 54' 16" E) two hundred thirteen decimal one, zero (213.10) feet to a point X 1,225,669.58 Y 199,754.32 (f) South seventy-five degrees twelve minutes eighteen seconds East (S 75° 12' 18" E) one hundred seventy decimal eight, five (170.85) feet to a point X 1,225,834.77 Y 199,710.69 (g) North twenty-six degrees thirty-nine minutes forty-seven seconds East (N 26° 39' 47" E) two hundred forty-nine decimal two, four (249.24) feet to a point at the southwesterly corner of Parcel B. X 1,225,946.62 Y 199,933.43 (5) Thence by and with the westerly line of the said Parcel B North eleven degrees thirty minutes forty-one seconds West (N 11° 30' 41" W) one hundred sixty-five decimal three, five (165.35) feet to a point near the southerly right of way line of U. S. Route 50 being on the existing Corporate Limits Line. X 1,225,913.62 Y 200,095.45 (6) Thence with the said Corporate Limits Line South seventy-eight degrees twenty-seven minutes eleven seconds West (S 78° 27' 11" W) five hundred fifty-four decimal one, six (554.16) feet to a point at the northerly end of the John Deere Drive right of way. X 1,225,370.68 Y 199,984.52 (7) Thence with the end of the said right of way South five degrees fifty minutes fifty-two seconds East (S 05° 50' 52" E) fifty decimal two, five (50.25) feet to a point at the southerly end of the said John Deere Drive. X 1,225,375.80 Y 199,934.53 (8) Thence continuing with the existing Corporate Limits Line South seventy-eight degrees twenty-seven minutes ten seconds West (S 78° 27' 10" W) six hundred sixty-four decimal five, two (664.52) feet to the point of beginning.

Annexation containing 16.622 acres, more or less.



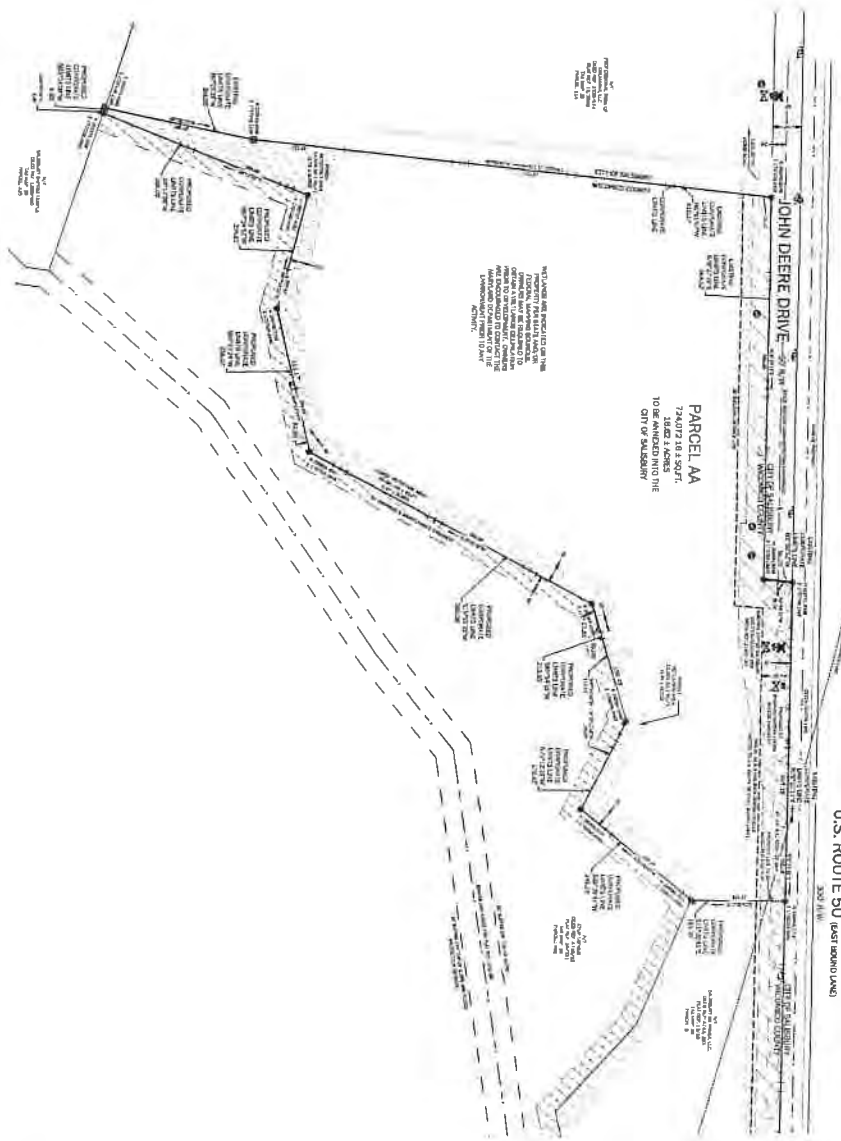
LEGEND

- BOUNDARY OF PARCEL
- PROPERTY BOUNDARY (FROM RECORDS)
- ROAD CENTERLINE
- RAILROAD CENTERLINE
- TELEPHONE CENTERLINE
- WATER CENTERLINE
- FENCE
- POLE
- CURB
- DRIVE
- SIDEWALK
- CONCRETE DRIVE
- UNIMPROVED DRIVE
- DRIVEWAY CENTERLINE
- DRIVE CENTERLINE
- DRIVEWAY CENTERLINE DATA
- DRIVE CENTERLINE DATA
- DRIVEWAY CENTERLINE DATA
- DRIVE CENTERLINE DATA
- DRIVEWAY CENTERLINE DATA
- DRIVE CENTERLINE DATA

THIS IS ALL INFORMATION OF WHICH THE RECORDS OF THE COUNTY CLERK'S OFFICE HAVE BEEN ADVISED BY THE RECORDS SECTION OF THE COUNTY CLERK'S OFFICE.

STATEMENTS

The owner of the land shown as subject matter of this plat has caused the same to be surveyed and the results thereof to be shown on this plat. The owner of the land shown as subject matter of this plat has caused the same to be surveyed and the results thereof to be shown on this plat. The owner of the land shown as subject matter of this plat has caused the same to be surveyed and the results thereof to be shown on this plat. The owner of the land shown as subject matter of this plat has caused the same to be surveyed and the results thereof to be shown on this plat.



SUBJECT EXTENDED
AS SHOWN ON SUBDIVISION PLAT OF PARCEL AA, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK, IN THE COUNTY OF WYOMING, ON THE 14TH DAY OF FEBRUARY, 2008.



U.S. ROUTE 50 (EAST BROWN ROAD)

SECTION	24.00
TOWNSHIP	24S
RANGE	24E
COUNTY	WYOMING
CITY	SHERBOURNE
STATE	WYOMING

ANNEXATION PLAT
OF PARCEL AA
AS SHOWN ON SUBDIVISION PLAT OF PARCEL A,
OWNER, SALISBURY 20 ANNEX, LLC
PARSONS SECTION DISTRICT, WYOMING COUNTY, MARYLAND

1:1 SCALE

8, 11, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



NOTICE TO CONTRACTORS
CONTRACTORS AND OTHER PERSONS INTERESTED IN THE LAND SHOWN ON THIS PLAT ARE ADVISED THAT THE LAND SHOWN ON THIS PLAT IS SUBJECT TO AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF A WATER MAIN BY THE CITY OF SHERBOURNE, WYOMING. THIS EASEMENT IS SHOWN ON THE PLAT OF PARCEL AA, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK, IN THE COUNTY OF WYOMING, ON THE 14TH DAY OF FEBRUARY, 2008.

Exhibit 4

ANNEXATION PLAN FOR THE JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC ANNEXATION TO THE CITY OF SALISBURY

December 23, 2022

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

- At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on July 19, 2021, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by Salisbury 50 Annex, LLC (“**Salisbury 50**”), dated June 17, 2021, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of land:
 - Map 0039, Grid 0011, Parcel 0739, Parcel AA, consisting of 16.62 acres of land, more or less, and having a premises address of John Deere Drive, Salisbury, Maryland 21804, and further having a State of Maryland Tax Identification Number of 05-123437 (the “**Annexed Property**”).
- At the August 12, 2021 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Annexed Property and approved a favorable recommendation to the City for the proposed zoning of the Annexed Property.
- On _____, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Annexed Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City’s annexation of the Annexed Property, as requested by the Annexation Petition submitted by Salisbury 50. Furthermore, at the _____ Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

1.0. GENERAL INFORMATION AND DESCRIPTION OF ANNEXED PROPERTY.

1.1. Petitioners for Annexation of the Annexed Property. Salisbury 50 is the Petitioner for annexation of the Annexed Property. Salisbury 50 is the owner of the John Deere Property. The Annexed Property is subject to a Commercial Purchase Money Deed of Trust held by Henry H. Hanna, III and Dara L. Hanna, recorded among the Land Records of Wicomico County, Maryland in Liber 4743, Folio 389 (Henry H. Hanna, III and Dara L. Hanna are hereinafter collectively referred to as “**Mortgagee**”). The Mortgagee has expressly consented to the annexation of the Annexed Property by application of its signature to the related Annexation Agreement. Salisbury 50 will perform all functions, including but not limited to the execution of the petition and related documents and appearing before all state and municipal bodies, in order to effectuate the annexation.

1.2. Location. The Annexed Property is located on the southerly side of U.S. Route 50, the westerly side of Walston Switch Road, and the easterly side of Hobbs Road; the Annexed Property is located at the eastern limits of Salisbury.

1.3. Property Description; Reason for the Annexation Petition.

- (a) The Annexed Property consists of 16.62 +/- acres of land as more particularly depicted on that certain plat entitled “Annexation Plat” dated June 23, 2021 and prepared by Parker & Associates, Inc., which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “Annexation Plat”). (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*.) The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “Annexed Property Description”).
- (b) The Annexed Property is unimproved. (See *Exhibit A*.) As set forth below, the Annexation Petition submitted by Salisbury 50 arises from the proposed plan for development of the Annexed Property as shown on the Annexation Site Plan attached hereto and incorporated herein as *Exhibit C* (the “Annexation Site Plan”).

1.4. Existing Zoning. All of the Annexed Property is currently zoned LB-1 Light Business and Institutional under the Wicomico County Code. The property adjacent to the Annexed Property is identified as: Map 0039, Grid 0010, Parcel 0114 (the “Professional Park of Delmarva Property”). The Professional Park of Delmarva Property is located within the municipal limits of the City and is zoned “Mixed Use Non-Residential” under the City of Salisbury City Code (the “City Code”).

2.0. LAND USE PATTERN PROPOSED FOR THE ANNEXED PROPERTY.

2.1. Comprehensive Plan.

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

2.2. Proposed Zoning for Annexed Property. Upon its annexation, the Annexed Property is proposed to be zoned as “Mixed Use Non-Residential”. Per Section 17.46.010 of the City Code, the purpose of the “Mixed Use Non-Residential” zoning district is: “to provide areas for well-designed, functional, and attractive development with indoor retail, office, services, and institutional uses. Land uses are envisioned that promote the best possible building designs, development of public streets and utilities, and conservation of environmentally sensitive areas. The district should be located in areas that continue orderly development and concentration of moderate commercial uses on or within close proximity to major thoroughfares.”

2.3. Proposed Land Use for Annexed Property. The Annexed Property will be subdivided into ten (10) lots intended for a small business park. The newly created lots will be targeted for office-type uses.

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

3.1. Roads. Currently, and following its annexation by the City, the Annexed Property can be accessed by John Deere Drive, a City Road.

3.2. Water and Wastewater Treatment. In keeping with its development plan, Salisbury 50's proposed development of the Annexed Property will create a demand of about 4,500 gallons per day. Salisbury 50, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Annexed Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Annexed Property. It should be noted, however, that the City has not formally allocated any EDUs to the Annexed Property; allocation of EDUs does not occur until a development is submitted to the Planning Commission for review.

3.3. Schools. The Annexed Property is and will be subject to multiple business/office-type uses and will not generate any pupil enrollment, and therefore will have no impact on school capacity.

3.4. Parks and Recreation. The City's annexation of the Annexed Property will have no impact on park and recreational facilities, nor will it generate a demand for park and recreational facilities.

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

3.6. Police. The City of Salisbury Police Department will provide police services to the Annexed Property.

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

3.8. Waste Collection. Commercial development in the City of Salisbury is served by independent waste haulers.

4.0. HOW DEVELOPMENT OF THE ANNEXED PROPERTY WILL RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.

The City's annexation of the Annexed Property is consistent with applicable Maryland and local law. The Annexed Property is located along and is adjacent to U.S. Route 50 on the eastern side of the City of Salisbury. Salisbury 50's proposed commercial use (office-type uses) at the Annexed Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Annexed Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by Salisbury 50, requesting the City annex the Annexed Property, arises exclusively from the need to serve Annexed Property with public water and sewer utilities for and in connection with Salisbury 50's proposed development of the Annexed Property, as shown on the Annexation Site Plan attached hereto and incorporated herein as *Exhibit C*.

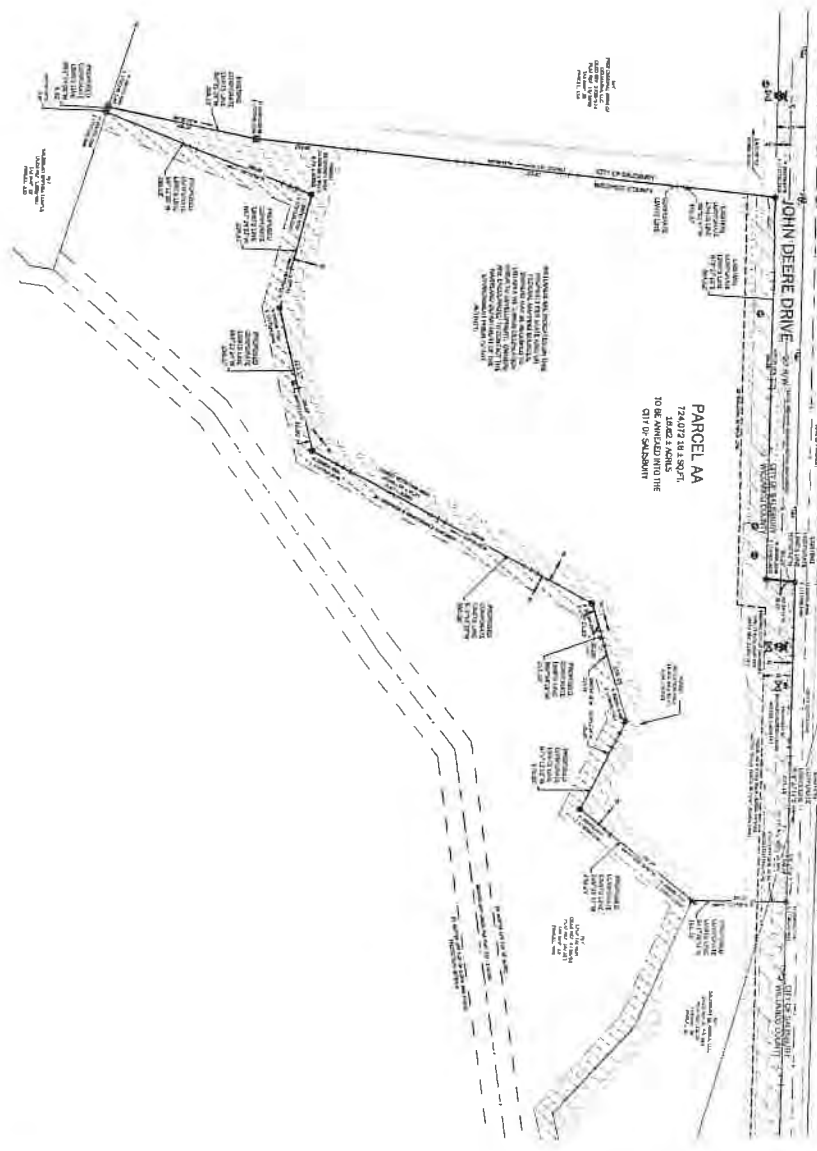


LEGEND

- 1. Subdivision boundary
- 2. Easement boundary
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- 49. Easement boundary
- 50. Easement boundary

NOTES

1. The plat is subject to all existing laws, ordinances, regulations, rules, and orders of the State of Maryland, and all laws, ordinances, regulations, rules, and orders of the County of Prince George's, Maryland.
2. The plat is subject to all existing easements, rights, and interests in the land shown hereon.
3. The plat is subject to all existing mortgages, liens, and encumbrances on the land shown hereon.
4. The plat is subject to all existing zoning laws and regulations of the County of Prince George's, Maryland.
5. The plat is subject to all existing utility easements and lines shown hereon.
6. The plat is subject to all existing survey monuments and markers shown hereon.
7. The plat is subject to all existing survey data and records shown hereon.
8. The plat is subject to all existing survey errors and corrections shown hereon.
9. The plat is subject to all existing survey conditions and contingencies shown hereon.
10. The plat is subject to all existing survey limitations and restrictions shown hereon.
11. The plat is subject to all existing survey uncertainties and ambiguities shown hereon.
12. The plat is subject to all existing survey disputes and controversies shown hereon.
13. The plat is subject to all existing survey claims and demands shown hereon.
14. The plat is subject to all existing survey objections and protests shown hereon.
15. The plat is subject to all existing survey appeals and reviews shown hereon.
16. The plat is subject to all existing survey proceedings and actions shown hereon.
17. The plat is subject to all existing survey judgments and orders shown hereon.
18. The plat is subject to all existing survey decrees and awards shown hereon.
19. The plat is subject to all existing survey settlements and compromises shown hereon.
20. The plat is subject to all existing survey releases and waivers shown hereon.
21. The plat is subject to all existing survey agreements and contracts shown hereon.
22. The plat is subject to all existing survey covenants and conditions shown hereon.
23. The plat is subject to all existing survey restrictions and limitations shown hereon.
24. The plat is subject to all existing survey obligations and duties shown hereon.
25. The plat is subject to all existing survey liabilities and responsibilities shown hereon.
26. The plat is subject to all existing survey risks and hazards shown hereon.
27. The plat is subject to all existing survey dangers and perils shown hereon.
28. The plat is subject to all existing survey injuries and damages shown hereon.
29. The plat is subject to all existing survey losses and expenses shown hereon.
30. The plat is subject to all existing survey costs and charges shown hereon.
31. The plat is subject to all existing survey fees and taxes shown hereon.
32. The plat is subject to all existing survey penalties and fines shown hereon.
33. The plat is subject to all existing survey sanctions and punishments shown hereon.
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50. The plat is subject to all existing survey liabilities and responsibilities shown hereon.



DISPOSEE'S CERTIFICATE
 I, _____, the undersigned, being the owner of the land shown hereon, do hereby certify that the same are the same as those shown hereon.



U.S. ROUTE 50 (OLD HIGHWAY)



VICINITY MAP 1" = 2000'

RECORDING INFORMATION
 THIS PLAT IS SUBJECT TO ALL EXISTING LAWS, ORDINANCES, REGULATIONS, RULES, AND ORDERS OF THE STATE OF MARYLAND, AND ALL LAWS, ORDINANCES, REGULATIONS, RULES, AND ORDERS OF THE COUNTY OF PRINCE GEORGE'S, MARYLAND.

ANNEXATION PLAT		PARCEL AA	
AS SHOWN ON SUBDIVISION PLAT OF PARCEL A*		OWNER: SAUNDERS, LLC	
PRINCE GEORGE'S COUNTY, MARYLAND		DATE: 11/11/2011	
SECTION	38	TOWNSHIP	WESTVIEW
RANGE	28	COUNTY	PRINCE GEORGE'S

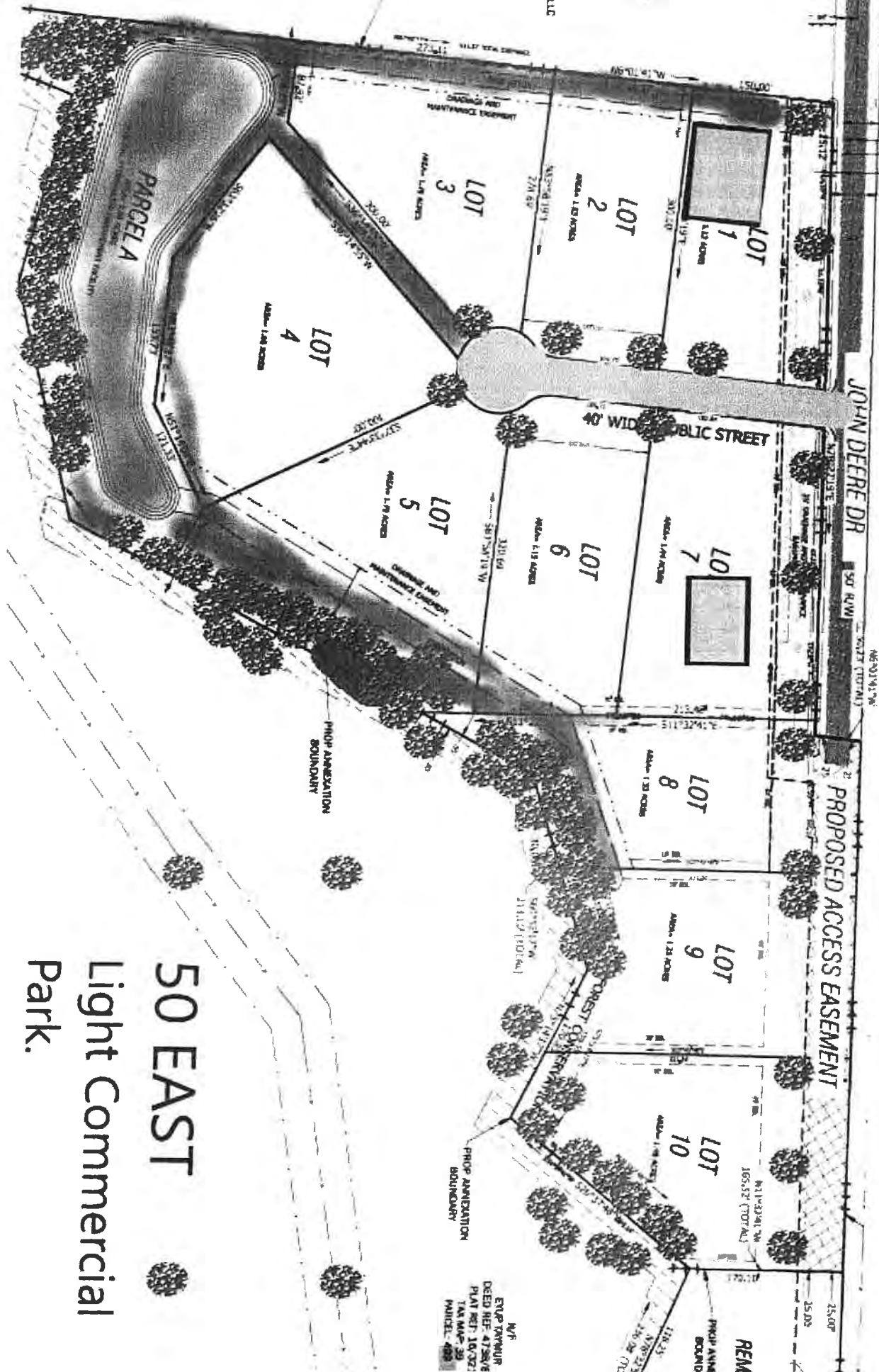
JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the southerly right of way line of John Deere Drive near the northeasterly corner of Lot 1 of Tim-Mar Acres. X 1,224,724.73 Y 199,801.51 (1) Thence with the said Corporate Limits line South six degrees one minute forty-seven seconds East (S 06° 01' 47" E) nine hundred ten decimal three, seven (910.37) feet to a breakpoint on the easterly line of the said Lot 1. X 1,224,820.36 Y 198,896.18 (2) Thence South zero degrees twenty-five minutes thirty-nine seconds East (S 00° 25' 39" E) two hundred sixty-eight decimal zero, five (268.05) feet to a point near the southeasterly corner of the said Lot 1. X 1,224,822.36 Y 198,628.14 (3) Thence South eighty-three degrees twenty-four minutes eight seconds East (S 83° 24' 08" E) nine decimal nine, zero (9.90) feet to a point at the southeasterly corner of the lands of Salisbury 50 Annex, LLC also being known as Parcel AA. X 1,224,832.20 Y 198,627.00; (4) Thence by and with the southeasterly lines of the said Parcel AA the following seven (7) courses: (a) North nine degrees twelve minutes fifty-eight seconds East (N 09° 12' 58" E) three hundred eighty-eight decimal zero, nine (388.09) feet to a point X 1,224,894.35 Y 199,010.09; (b) South eighty-seven degrees thirty-four minutes fifty-three seconds East (S 87° 34' 53" E) two hundred four decimal six, one (204.61) feet to a point X 1,225,098.78 Y 199,001.45 (c) North sixty-four degrees twenty-three minutes twenty-four seconds East (N 64° 23' 24" E) two hundred fifty-six decimal zero, seven (256.07) feet to a point X 1,225,329.69 Y 199,112.13 (d) North fifteen degrees fifty-five minutes thirty-five seconds East (N 15° 55' 35" E) five hundred sixty decimal zero, six (560.06) feet to a point X 1,225,483.37 Y 199,650.70 (e) North sixty degrees fifty-four minutes sixteen seconds East (N 60° 54' 16" E) two hundred thirteen decimal one, zero (213.10) feet to a point X 1,225,669.58 Y 199,754.32 (f) South seventy-five degrees twelve minutes eighteen seconds East (S 75° 12' 18" E) one hundred seventy decimal eight, five (170.85) feet to a point X 1,225,834.77 Y 199,710.69 (g) North twenty-six degrees thirty-nine minutes forty-seven seconds East (N 26° 39' 47" E) two hundred forty-nine decimal two, four (249.24) feet to a point at the southwesterly corner of Parcel B. X 1,225,946.62 Y 199,933.43 (5) Thence by and with the westerly line of the said Parcel B North eleven degrees thirty minutes forty-one seconds West (N 11° 30' 41" W) one hundred sixty-five decimal three, five (165.35) feet to a point near the southerly right of way line of U. S. Route 50 being on the existing Corporate Limits Line. X 1,225,913.62 Y 200,095.45 (6) Thence with the said Corporate Limits Line South seventy-eight degrees twenty-seven minutes eleven seconds West (S 78° 27' 11" W) five hundred fifty-four decimal one, six (554.16) feet to a point at the northerly end of the John Deere Drive right of way. X 1,225,370.68 Y 199,984.52 (7) Thence with the end of the said right of way South five degrees fifty minutes fifty-two seconds East (S 05° 50' 52" E) fifty decimal two, five (50.25) feet to a point at the southerly end of the said John Deere Drive. X 1,225,375.80 Y 199,934.53 (8) Thence continuing with the existing Corporate Limits Line South seventy-eight degrees twenty-seven minutes ten seconds West (S 78° 27' 10" W) six hundred sixty-four decimal five, two (664.52) feet to the point of beginning.

Annexation containing 16.622 acres, more or less.

N/A
BK OF DELAWARE, LLC
P. 23/04/14
P. 18/2008
MAP-30
ZIL 13A

APPROPRIATION
MONARY



50 EAST
Light Commercial
Park.

N/A
ENR/PLANNING
DEED REF: 4728/6
PLAN REF: 10/027
TAX MAP- 30
MUNICIPAL- 488



Infrastructure and Development Staff Report

August 12, 2021

I. BACKGROUND INFORMATION:

Project Name: John Deere Drive Annexation

Applicant/Owner: Parker & Associates for Salisbury 50 Annex LLC

Infrastructure and Development Case No.: 202100726

Nature of Request: Zoning Recommendation for Annexation

Location of Property: John Deere Drive; Map #0039; Grid #0011; Parcel #0739; Lot: PAR
AA

Requested Zoning District: Mixed Use Non-Residential

II. SUMMARY OF REQUEST:

A. Introduction:

The City Administration has referred the John Deere Drive annexation to the Planning Commission for review and recommendation of an appropriate zoning designation. **(Attachments 1 – 2)** The property is located at the east end of John Deere Drive, south of eastbound US Rt. 50, and is 16.62 acres in size, according to MD Dept. of Assessment & Taxation. **(Attachment 3)**

B. Area Description:

The requested annexation area consists of one (1) lots on one (1) parcel that total 16.62 acres in size. **(Attachments 4 – 5)**

III. ZONING ANALYSIS:

A. Existing Zoning:

The annexation area and the adjoining County area to east is zoned LB – 1 Light Business & Institutional, as are properties to the north, across US Rt. 50. To the west, the properties are located in the City's Mixed Use Non-Residential District. The south is bordered by properties in the County's A – 1 Agricultural – Rural District. All properties south of US Rt. 50 (both county and city) are also in the A – 2 Airport Overlay District.



City of
Salisbury
Jacob R. Day, Mayor

B. County & City Plans.

The County Comprehensive Plan designates this property and area as Urban Corridor. Meanwhile, the City's Comprehensive Plan targets this site as Mixed Use.

C. Zoning for Annexed Areas.

1. Introduction.

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

2. Adopted Plans.

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

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

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

3. Maryland Law.

House Bill 1141 made two (2) changes to Annexation Procedures that became effective October 1, 2006. They are:

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

IV. DEVELOPMENT SCENARIO:

A. Proposed Use:

The applicant/owner proposes to subdivide the site into 10 lots that are intended for a small business park. The newly created lots will be targeted for office-type uses.
(Attachment 6)

B. Access:

Lots 1 – 7 will have access from a new interior street that extends south from John Deere Drive. Lots 8 – 10 are proposed to have an access easement extending



City of
Salisbury
Jacob R. Day, Mayor

eastward from John Deere Drive.

C. Configuration and Design:

The annexation area is oddly shaped and adjoins the existing City boundaries along the west property line (Deere Pointe Professional Park).

D. Estimated Development Impacts:

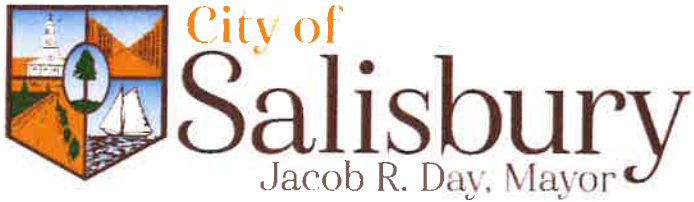
The development impact assessment traditionally pertains to a proposal for a residential development. This site is proposed for multiple business/office-type uses.

V. ZONING RECOMMENDATION:

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned LB – 1 Light Business & Institutional in the County.

The adopted Salisbury Comprehensive Plan designates nearby areas as mixture of both Mixed Use, and the proposed use and requested zoning classification of Mixed Use Non-Residential meets this designation by utilizing the adjoining City zoning classification and also incorporating the inherently permitted uses of three (3) different zoning districts (Light Business and Institutional, Neighborhood Business, and Select Commercial districts), allowing for a wide variety of uses. **(Attachment 7)**

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



August 16, 2021

Parker and Associates
528 Riverside Drive
Salisbury, MD 21801
Attn: Brock Parker

RE: #202100726 Annexation Zoning – John Deere Drive Annexation –Map 0039, Grid 0011, Parcel 0739, Lot PAR AA

Dear Mr. Parker:

The Salisbury Planning Commission at its August 12, 2021, meeting, forwarded a **FAVORABLE** recommendation to the Mayor and City Council for the referenced property to be zoned **Mixed Use Non-Residential** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

If you have any questions or concerns regarding this matter, please call our office at 410-548-3130.

Sincerely,

Henry Eure
Project Manager

Memorandum

To: Richard Baldwin, Director, City of Salisbury Department of Infrastructure & Development
From: Heather R. Konyar, Esquire
Date: 12/27/2022
Re: *Fiscal Impact* – John Deere Drive – Salisbury 50 Annex, LLC Annexation

Petition Requesting the City’s Annexation of the Property:

Salisbury 50 Annex, LLC (“**Salisbury 50**”) filed a Petition for Annexation (the “**Petition**”), dated June 17, 2021, with the City of Salisbury (the “**City**”), requesting the City annex the following parcel of land:

- o Map 0039, Grid 0011, Parcel 0739, Parcel AA, consisting of 16.62 acres of land more or less, and having a premises address of John Deere Drive, Salisbury, Maryland 21804, and further having a Tax Identification Number of 05-123437; (collectively, the “**Annexed Property**”).

If approved by the City Council, the City’s annexation of the Annexed Property will add 16.62+/- acres of land to the municipal boundaries of the City, to be zoned as “Mixed Use Non-Residential” and subject to the standards set forth in Section 17.160 *et seq.* of the City of Salisbury City Code (the “**City Code**”). The City’s annexation of the Annexed Property is estimated to have an immediate, annual net-positive fiscal impact on the City in the amount of \$52,266.00+/- . This Memorandum is intended to summarize estimated costs the City will incur, and estimated revenues the City will generate, if the Annexed Property is annexed by the City as requested by the Petition.

Costs Incurred by the City from the Annexation of the Property:

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY2023 Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand – i.e., how much the costs incurred by the City for providing a service are likely to vary with each additional household or job (in the present case, cost projections are limited solely to jobs added by the subject annexation, since development of the Annexed Property, as planned by Salisbury 50, will be exclusively commercial).

Regardless of the nature or extent of the proposed use or the planned development of an annexed property, some portion of all public services provided by the City is fixed; therefore, the cost to the City for providing such public services will remain constant no matter how the annexed property is ultimately used or developed. Accordingly, for purposes of this cost projection, the portion of such fixed costs is not assigned to any unknown or potential development arising from the City’s annexation of the Annexed Property. In light of such considerations, the annual costs to the City for the Annexed Property is estimated to be approximately \$36,700.00+/- .

Revenues to City from the Annexation of the Property:

When land is annexed into the City it is immediately subject to the municipal real property tax levied by the City. The municipal real property tax is applied to the value of land and improvements located thereon. Under the City’s FY2023 Budget, the municipal real property tax rate is set at \$0.9832 per \$100 of assessed value. Since

the actual assessed value of the improvements Salisbury 50 has proposed for development upon the Annexed Property is unknown, this Memorandum estimates the assessed value of the Annexed Property, once developed as Salisbury 50 has proposed, by computing the average assessed value of multiple comparable properties located within the municipal boundaries of the City. The source for the assessed values is Maryland's State Department of Assessment and Taxation.

Under Salisbury 50's proposed development plan, the Annexed Property would be subdivided into ten (10) lots intended for a small business park. Once fully developed, the aggregate assessed value of the Annexed Property is estimated to be approximately \$9,048,640.00. Using the real property tax rate adopted by the City for its FY2023 Budget, the City's total expected annual revenue from municipal real property taxes levied on the Annexed Property (after its full development) is estimated to be \$88,966.00.¹

It is difficult to make reliable projections about the activities of future businesses that may occupy new development projects. For this reason, the personal property tax receipts likely to accrue from future businesses operated within the Annexed Property are not included as part of the analysis contained in this Memorandum. Accordingly, the fiscal impact set forth in this Memorandum undercounts the total revenue the City can project from the Annexed Property once fully developed. It is also important to note: upon annexation of the Annexed Property (regardless of development), the City can begin receiving some revenue from the municipal real property taxes levied upon the Annexed Property. These property tax revenues – which would typically occur prior to the development of the Annexed Property (and, hence, before the City incurs costs to provide certain public services for the Annexed Property) – are not included for purposes of the fiscal impact study set forth in this Memorandum.

Lastly, the City imposes certain user fees, license fees and permitting fees, which the City charges to applicants for permits and/or users of certain public services provided by the City. The revenues from these fees are relatively small compared to the revenue generated by the City's municipal real property tax, and such fee revenue is not included for purposes of the fiscal impact study set forth in this Memorandum.

Conclusion:

Upon completion of Salisbury 50's proposed development of the Annexed Property, the John Deere Annexation will result in a positive fiscal impact to the City of approximately \$52,266.00+/- per year in constant 2023 dollars.

¹ Regardless of any development, upon annexation of the Annexed Property, the City can expect a minimum of \$5,135.86+/- in annual revenue from the municipal real tax levied on the Annexed Property.



City of Salisbury

John "Jack" R. Heath, Mayor

To: Julia Glanz, City Administrator
From: Jennifer Lind, Deputy Director of Infrastructure and Development
Date: January 27, 2023
Re: Closing Paper Street – Milton Dr

The attached resolutions have been prepared and reviewed by legal to close the paper street known as Milton Dr as shown on the attached exhibit prepared by Parker and Associates. A petition for road closure submitted by Parker and Associates, a supporting email from the adjacent property owner in favor of the closure, Legal Descriptions for the closure, and Quit Claim Deeds to be signed following approval of the Resolutions are also attached.

The closure of this paper street will not affect access to any public roadways and has been reviewed and approved by Salisbury Fire Department.

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

ATTACHMENTS: (8)

1. Road Closure Petition
2. Exhibit
3. Adjoining Property Owner Email
4. Legal Descriptions
5. Quit Claim Deed – Columbia Drive of America
6. Quit Claim Deed – Wooten Trust
7. Resolution – Columbia Drive of America
8. Resolution – Wooten Trust

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RESOLUTION NO. 3218

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO, ON BEHALF OF THE CITY OF SALISBURY, A DEED FOR THE ABANDONMENT OF AN UNIMPROVED PAPER ROAD

WHEREAS, SC11-2 of the Charter of the City of Salisbury (the “**Charter**”) grants the City of Salisbury (the “**City**”) exclusive authority over all public ways located within the municipal boundaries of the City; and

WHEREAS, the City is the owner of a certain piece or parcel of land described as Milton Drive (the “**Road**”), as shown on a plat entitled “Northwood”, made by Filbert M. Hitch, Registered Surveyor, dated June 11, 1949 and recorded among the Land Records for Wicomico County J.W.T.S. No. 304, Folio 41; and

WHEREAS, the land originally conveyed to the City to serve as the Road as aforesaid was never improved by the construction of street improvements, curb and gutter, storm drainage, paving or other improvements and hence amounted only to a “paper road”; and

WHEREAS, pursuant to the authority granted the City under SC11-2 of the Charter, the City deems it necessary and appropriate to abandon the unimproved Road identified above; and

WHEREAS, the City’s abandonment of the Road identified above will not affect any public access to public roadways; additionally, the Road constitutes a mere “paper road” as it was never constructed or operational; and

WHEREAS, the Grantee identified on the attached Deed, Columbia Drive of America, LLC, desires that the attached Deed be executed, conveying the property identified above to Columbia Drive of America, LLC; and

WHEREAS, by this Resolution, the Council hereby authorizes the Mayor’s execution of the attached Deed on behalf of the City; and,

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

Section 1. The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, the Deed, attached hereto and incorporated herein as **Exhibit A**.

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

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

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

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this ____ day of _____, 2023 and is to become effective immediately upon adoption.

46 **ATTEST:**

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50 _____
Kimberly R. Nichols, City Clerk

_____ **Muir W. Boda, City Council President**

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54 Approved by me, this _____ day of _____, 2023.

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59 _____
John R. Heath, Mayor

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THIS QUIT CLAIM DEED, made this _____ day of _____, 2023, by **THE CITY OF SALISBURY**, a body politic and corporate of the State of Maryland, hereinafter called "Grantor", witnesseth:

WHEREAS, a certain road named Milton Drive ("Road") is shown on a plat entitled "Northwood", made by Filbert M. Hitch, Registered Surveyor, dated June 11, 1949 and recorded among the Land Records for Wicomico County J.W.T.S. No. 304, Folio 41; ("Northwood Plat"); and

WHEREAS, the Road, although plated, was never constructed and/or dedicated to the City of Salisbury; and

WHEREAS, the City of Salisbury has agreed to abandon and convey any interest it may have in that portion of the Road described herein to Grantee; and

WHEREAS, Grantee intends to record a Boundary Line Adjustment Plat combining Lots 1-20 of block G as shown on the Northwood Plat.

THAT FOR AND IN CONSIDERATION of the sum of Zero Dollars (\$0.00) and other good, valuable and sufficient consideration in hand paid, receipt of which is hereby acknowledged, the said Grantor does hereby grant, convey and Quit Claim unto **Columbia Drive of America, LLC**, a Maryland limited liability company (hereinafter referred to as "Grantee"), its successors and assigns, the following described property:

Beginning at a point on the northerly right of way line of Arlington Road (50' r/w) at its intersection with the westerly right of way line of Milton Drive (50' r/w).

- (1) Thence by and with the said line of Milton Drive North 2°22'35" East a distance of 500.00 feet to a point on the southerly right of way line of Columbia Drive (50' r/w).
- (2) Thence by and with the said line of Columbia Drive South 87°37'30" East a distance of 25.00 feet to a point at the centerline of the aforesaid Milton Drive.
- (3) Thence by and with the said centerline of Milton Drive South 2°22'35" West a distance of 500 feet to a point on the aforesaid line of Arlington Road.
- (4) Thence by and with the said line of Arlington Road North 87°37'25" West a distance of 25.00 feet to the point of beginning.

BEING the westerly half of Milton Drive and containing 12,500.00 square feet, more or less.

BEING more particularly shown and designated as "12,500.00 Sq. Ft. 0.29 ac. Milton Drive to be conveyed to Lots 1-20 to become Lot 1A" on a survey prepared by Parker & Associates entitled "Exhibit for Road Closure, 1803 Raymond Drive, as shown on "Northwood" for Columbia Drive of America, LLC," to be recorded among the Plat Cabinet Records simultaneously herewith, a copy of which is attached and incorporated herein.

REFERENCE to said deeds, plats and instruments, and to preceding deeds to the property and

the references contained therein, is hereby made for a better description of the property hereby conveyed.

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Grantee, its successors and assigns, forever in fee simple.

WITNESS the due execution hereof, the day and year first above written.

WITNESS:

THE CITY OF SALISBURY

By: _____ (SEAL)
John R. Heath, Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY that on this ____ day of _____, 2023, before me, the undersigned officer, personally appeared **John R. Heath**, Mayor of the City of Salisbury, Maryland, known to me or satisfactorily proven to be the person which name is subscribed to the within instrument, and he acknowledged that he, being duly authorized to do so, executed the same, in said capacity, for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.

My Commission Expires:

Notary Public

CERTIFICATION

I HEREBY CERTIFY that the within and foregoing instrument has been prepared by or under the supervision of the undersigned attorney authorized to practice in the State of Maryland.

Laura E. Hay, Esquire

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RESOLUTION NO. 3219

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO
AUTHORIZE THE MAYOR TO ENTER INTO, ON BEHALF OF THE CITY OF
SALISBURY, A DEED FOR THE ABANDONMENT OF AN UNIMPROVED
PAPER ROAD**

WHEREAS, SC11-2 of the Charter of the City of Salisbury (the “**Charter**”) grants the City of Salisbury (the “**City**”) exclusive authority over all public ways located within the municipal boundaries of the City; and

WHEREAS, the City is the owner of a certain piece or parcel of land described as Milton Drive (the “**Road**”), as shown on a plat entitled “Northwood”, made by Filbert M. Hitch, Registered Surveyor, dated June 11, 1949 and recorded among the Land Records for Wicomico County J.W.T.S. No. 304, Folio 41; and

WHEREAS, the land originally conveyed to the City to serve as the Road as aforesaid was never improved by the construction of street improvements, curb and gutter, storm drainage, paving or other improvements and hence amounted only to a “paper road”; and

WHEREAS, pursuant to the authority granted the City under SC11-2 of the Charter, the City deems it necessary and appropriate to abandon the unimproved Road identified above; and

WHEREAS, the City’s abandonment of the Road identified above will not affect any public access to public roadways; additionally, the Road constitutes a mere “paper road” as it was never constructed or operational; and

WHEREAS, the Grantee identified on the attached Deed, Linda Wooten Hutchinson, Richard S. Wooten, Jr. and Elizabeth C. Wooten, Trustees of the Exempt Marital Trust under the Will of Richard S. Wooten, Sr., desires that the attached Deed be executed, conveying the property identified above to the Grantee; and

WHEREAS, by this Resolution, the Council hereby authorizes the Mayor’s execution of the attached Deed on behalf of the City; and,

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

Section 1. The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, the Deed, attached hereto and incorporated herein as **Exhibit A**.

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

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

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

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this ____ day of _____, 2023 and is to become effective immediately upon adoption.

46 **ATTEST:**

47

48

49

50 _____
Kimberly R. Nichols, City Clerk

_____ **Muir Boda, City Council President**

51

52

53

54 Approved by me, this _____ day of _____, 2023.

55

56

57

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59 _____
John “Jack” R. Heath, Mayor

THIS QUIT CLAIM DEED, made this _____ day of _____, 2023, by **THE CITY OF SALISBURY**, a body politic and corporate of the State of Maryland, hereinafter called "Grantor", witnesseth:

WHEREAS, a certain road named Milton Drive ("Road") is shown on a plat entitled "Northwood", made by Filbert M. Hitch, Registered Surveyor, dated June 11, 1949 and recorded among the Land Records for Wicomico County J.W.T.S. No. 304, Folio 41; ("Northwood Plat"); and

WHEREAS, the Road, although plated, was never constructed and/or dedicated to the City of Salisbury; and

WHEREAS, the City of Salisbury has agreed to abandon and convey any interest it may have in that portion of the Road described herein to Grantee.

THAT FOR AND IN CONSIDERATION of the sum of Zero Dollars (\$0.00) and other good, valuable and sufficient consideration in hand paid, receipt of which is hereby acknowledged, the said Grantor does hereby grant, convey and Quit Claim unto **Linda Wooten Hutchinson, Richard S. Wooten, Jr. and Elizabeth C. Wooten, Trustees of the Exempt Marital Trust under the Will of Richard S. Wooten, Sr.** (hereinafter referred to as "Grantee"), its successors and assigns, the following described property:

Beginning at a point on the northerly right of way line of Arlington Road (50' r/w) at its intersection with the centerline of Milton Drive (50' r/w).

- (1) Thence by and with the said line of Milton Drive North 2°22'35" East a distance of 500.00 feet to a point on the southerly right of way line of Columbia Drive (50' r/w).
- (2) Thence by and with the said line of Columbia Drive South 87°37'30" East a distance of 50.00 feet to a point at the beginning of a curve at the easterly right of way line of the aforesaid Milton Drive.
- (3) Thence with the said curve, to the left, having a radius of 25.00 feet and a length of 39.27 feet, a chord bearing of South 47°22'35" West a chord distance of 35.36 feet to a point.
- (4) Thence continuing with the easterly right of way line of the said Milton Drive South 2°22'35" West a distance of 450.00 feet to a point at the beginning of a curve.
- (5) Thence continuing with the said line of Milton Drive and with said curve, to the left, having a radius of 25.00 feet and a length of 39.27 feet, a chord bearing of South 42°37'25" East a chord distance of 35.36 feet to a point on the aforesaid line of Arlington Road.
- (6) Thence by and with the said line of Arlington Road North 87°37'25" West a distance of 50.00 feet to the point of beginning.

BEING the easterly half of Milton Drive and containing 12,768.25 square feet, more or less.

BEING more particularly shown and designated as "12,768.25 Sq. Ft. 0.29 ac. Milton Drive to be conveyed to Lot 14A" on a survey prepared by Parker & Associates entitled "Exhibit for

Road Closure, 1803 Raymond Drive, as shown on “Northwood” for Columbia Drive of America, LLC,” a copy of which is attached and incorporated herein.

REFERENCE to said deeds, plats and instruments, and to preceding deeds to the property and the references contained therein, is hereby made for a better description of the property hereby conveyed.

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Grantee, its successors and assigns, forever in fee simple.

WITNESS the due execution hereof, the day and year first above written.

WITNESS:

THE CITY OF SALISBURY

By: _____(SEAL)
John R. Heath, Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO:

I HEREBY CERTIFY that on this ____ day of _____, 2023, before me, the undersigned officer, personally appeared **John R. Heath**, Mayor of the City of Salisbury, Maryland, known to me or satisfactorily proven to be the person which name is subscribed to the within instrument, and he acknowledged that he, being duly authorized to do so, executed the same, in said capacity, for the purposes therein contained.

AS WITNESS my hand and seal, the day and year first above written.

My Commission Expires:

Notary Public

CERTIFICATION

I HEREBY CERTIFY that the within and foregoing instrument has been prepared by or under

the supervision of the undersigned attorney authorized to practice in the State of Maryland.

Laura E. Hay, Esquire

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ORDINANCE NO. 2758

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND PURSUANT TO CHAPTERS 17.108, 17.228 AND 17.119.070 OF TITLE 17, ZONING, OF THE SALISBURY MUNICIPAL CODE, AND TITLE 4, ZONING OF THE LAND USE ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR THE PURPOSE OF AMENDING SECTION 17.119.020 OF THE SALISBURY CITY CODE BY ADDING TO THE AREA OF PLANNED DEVELOPMENT DISTRICT NO. 1 – ROBERTSON FARM (PDD NO. 1) TWO LOTS TOTALING 3.55 ACRES WHICH TOGETHER ARE ON THE NORTH SIDE OF AND BINDING ON SHAREN DRIVE, THE SOUTH SIDE OF AND BINDING ON OLD OCEAN CITY ROAD – MD ROUTE 346, THE EAST SIDE OF AND BINDING ON THE CURRENT CORPORATE LINE OF THE CITY OF SALISBURY ALSO BEING THE CURRENT WESTERLY LINE OF PDD NO. 1 AND WEST OF BUT NOT BINDING UPON PHILLIP MORRIS DRIVE AND MORE PARTICULARLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO

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**”); 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 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; and

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; and

WHEREAS, Petitioner, 2538 Old Ocean City Road, LLC, filed a Petition for Annexation dated May 20, 2021, requesting annexation of property described in Exhibit A, attached hereto, and desiring that the annexed property be zoned Planned Development District No. 1 – Robertson Farm (PDD No.1); and

WHEREAS, the Petition was referred by the City planning staff to the Planning Commission and, after due notice, on June 17, 2021, at its regular meeting, the Planning Commission recommended that the property be zoned PDD No. 1, upon annexation. The fulfilment of that recommendation requires a text amendment to the Salisbury City Code to add the legal description of the newly annexed property to the current legal description of PDD No. 1; and

WHEREAS, a Public Hearing on the aforesaid proposed text amendment and Preliminary Development Plan for the requested addition to PDD No. 1 was held by the Planning Commission in accordance with the provisions of Chapters 17.108 and 17.228 of Title 17 of the Salisbury Municipal Code on September 15, 2022. On that day, the Planning Commission provided a favorable recommendation for the Preliminary Development Plan, as well as the aforesaid proposed text amendment; and

47 **WHEREAS**, the City Council agrees with the Planning Commission’s recommendation, and
48 finds that the proposed use of the property is appropriate for inclusion in PDD No. 1; and

49 **WHEREAS**, immediately prior to the approval of this Ordinance, the City Council approved
50 Resolution No. 3159, to annex into the City of Salisbury the property known as the “Sharen Drive
51 Annexation,” described in Exhibit A, and to designate the zoning of the said property as PDD No. 1;

52 **WHEREAS**, the Mayor and Council have determined that the amendments to Section
53 17.119.020 of the Salisbury City Code shall be adopted as set forth herein.

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

57 **Section 1.** By amending Section 17.119.020 of the Salisbury City Code, entitled “Area of
58 reclassification” as follows:

59 The area to be rezoned as planned development district No. 1—Robertson Farm, consists of **the**
60 **following:**

61 **Item One:** 45.4 acres of land binding upon the northerly side of a U.S. Route 50
62 service road, both sides of the Northeast Collector Road, the southerly side of MD
63 Route 346 (Old Ocean City Road) and the westerly side of lands now or formerly
64 owned by Sylvia Brittingham Robertson, James Scott Robertson, et al., United
65 Dominion Realty Trust, Inc., and Phillip Morris Drive Condominiums, being the same
66 as shown on the preliminary subdivision plat prepared by ESP Design Services, Inc.,
67 and dated February 19, 2003. The site is further identified as part of Parcel No. 2577 on
68 State City Tax Map No. 121.

69 **Item Two: 3.182 acres, more or less, beginning for the same at a point at a corner of**
70 **the existing Corporate Limits Line of the City of Salisbury, MD, being on the**
71 **northerly right of way line of Old Ocean City Road (MD Rte. 346). X 1,213,818.08 Y**
72 **200,006.79 (1) Thence with the said Corporate Limits line South nine degrees thirty-**
73 **four minutes fifty-seven seconds East (S 09° 34’ 57” E) nine hundred seventy-six**
74 **decimal three, three (976.33) feet to a point near the northerly line of Sharen Drive.**
75 **X 1,213,980.61 Y 199,044.08 (2) Thence continuing with the said existing Corporate**
76 **Limits Line North eighty-nine degrees thirty-eight minutes fifteen seconds East (N**
77 **89° 38’ 15” E) one hundred thirty-four decimal zero, zero (134.00) feet to a point on**
78 **the easterly line of Lot 2 of the “James W. & Hazel E. Brittingham Subdivision”. X**
79 **1,214,114.61 Y 199,044.93 (3) Thence with the easterly line of the said Lot 2 and Lot**
80 **1 , in part, North five degrees twenty-eight minutes fourteen seconds West (N 05°**
81 **28’ 14” W) six hundred ninety-four decimal zero, one (694.01) feet to a breakpoint**
82 **on the easterly line of the said Lot 1. X 1,214,048.44 Y 199,735.78 (4) Thence**
83 **continuing with the easterly line of the said Lot 1 and crossing the aforesaid Old**
84 **Ocean City Road North four degrees forty-one minutes forty-six seconds East (N**
85 **04° 41’ 46” E) two hundred forty-five decimal three, nine (245.39) feet to a point on**
86 **the northerly right of way line of the said Old Ocean City Road. X 1,214,068.53 Y**
87 **199,980.35 (5) Thence by and with the northerly line of the said Old Ocean City**
88 **Road and aforesaid existing Corporate Limits Line North eighty-three degrees fifty-**
89 **eight minutes twenty-two seconds West (N 83° 58’ 22” W) two hundred fifty-one**
90 **decimal eight, four (251.84) feet to the point of beginning.**

91 **Section 2.** The official zoning map on file in the office of Planning and Zoning shall be amended
92 to include Item Two above in the area known as planned development district No. 1—Robertson Farm.

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

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

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

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

104 **Section 6.** This Ordinance shall take effect upon the effective date of annexation Resolution No.
105 3159.
106

107 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
108 Salisbury held on the 9th day of January, 2023 and thereafter, a statement of the substance of the
109 Ordinance having been published as required by law, in the meantime, was finally passed by the Council
110 of the City of Salisbury on the ____ day of _____, 2023.

111
112 ATTEST:

113
114 _____
115 Kimberly R. Nichols
116 CITY CLERK

113
114 _____
115 Muir W. Boda
116 PRESIDENT, City Council

117
118 APPROVED BY ME THIS _____ day of _____, 2023
119

120 _____
121 John R. Heath, Acting Mayor

43 Members of Quasi-Judicial Boards and Commissions including, but not limited to:

44 Members of Board of Zoning Appeals

45 ~~Members of Housing Board of Adjustment and Appeals~~

46 ~~Members of Building Board of Adjustment and Appeals~~

47 Members of the Planning and Zoning Commission appointed by the City

48 Members of the Ethics Commission

49 Members of the Historic District Commission

50 B. A statement filed under this section shall be filed with the commission under oath or affirmation.

51 C. On or before April 30 of each year during which an official or employee holds office, an official or
52 employee shall file a statement disclosing gifts received during the preceding calendar year from
53 any person that contracts or is regulated by the city including the name of the donor of the gift and
54 the approximate retail value at the time of receipt.

55 D. An official or employee shall disclose employment and interests that raise conflicts of interest or
56 potential conflicts of interest in connection with a specific proposed action by the employee or
57 official sufficiently in advance of the action to provide adequate disclosure to the public. Officials
58 and employees shall disclose, in all statements filed hereunder, whether they or their spouse is a
59 lobbyist required to register and, if so, they shall identify the entities that engage the lobbyist.

60 E. The commission shall maintain all disclosure statements filed under this section as public records
61 available for public inspection and copying as provided in Section 2.04.050(e) and (f) of this
62 chapter.

63 **8.08.070 Appeal.**

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

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

74 C. When hearing appeals under this chapter, the Board of Appeals ~~board~~ shall follow the procedures
75 set forth in section 17.12.090 through 17.12.130 ~~15.24.~~

76 **8.09.080 Appeal.**

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

83

84 B. The director of the Housing and Community Development Department shall refer the appeal to the
85 **Board of Appeals** ~~housing board of adjustments and appeals~~ for hearing pursuant to Section
86 **17.12.090 through 17.12.130** ~~15.24.360~~.

87 C. Should the decision of the housing official be overturned by the **Board of Appeals** ~~housing board~~
88 ~~of adjustments and appeals~~, the appellant shall receive a full refund of the ~~one hundred dollars~~
89 ~~(\$100.00)~~ appeal application fee within thirty (30) days of the date of the decision of the **Board of**
90 **Appeals** ~~board~~.

91 **8.10.080 Appeal.**

92 A. Any person wishing to appeal a determination of the director of the housing and community
93 development department regarding the provisions of this chapter shall file a written notice of appeal
94 with the housing and community development department within twenty-one (21) days after receipt
95 of a notice sent pursuant to the provisions of this chapter. The notice of appeal shall contain a
96 statement of grounds for the appeal. The notice of appeal shall be accompanied by a fee **as set from**
97 **time to time by the city council** ~~of one hundred dollars (\$100.00)~~.

98 B. The director of the housing and community development department shall refer the appeal to the
99 **Board of Appeals** ~~housing board of adjustments and appeals~~ for hearing pursuant to section
100 **17.12.090 through 17.12.130** ~~15.24.360~~.

101 **8.11.020 Amendments to the State Fire Prevention Code.**

102 A. The National Fire Protection Association Life Safety Code 101 as referenced, amended, and
103 promulgated by the State Fire Prevention Commission is adopted by the city with the following
104 local amendment.

105 1. Fire prevention fees shall be established by resolution of the city council.

106 B. The National Fire Protections Association Fire Code 1 as referenced, amended, and promulgated
107 by the State Fire Prevention Commission is adopted by the city with the following local
108 amendments:

109 1. The board of appeals shall be the **City of Salisbury Board of Appeals** ~~building board of~~
110 ~~adjustments and appeals~~.

111 2. Any person who fails to comply with the provisions of the Code or who fails to carry out
112 an order made pursuant to this Code or violates any condition attached to a permit,
113 approval, or certificate may be subject to a municipal infraction not to exceed five hundred
114 dollars (\$500.00) each day the violation continues.

115 3. Failure to comply with the time limits of an abatement notice or other corrective notice
116 issued by the authority having jurisdiction (AHJ) may result in municipal infractions not
117 to exceed five hundred dollars (\$500.00) for each day the violation continues and the AHJ
118 shall have authority to evacuate, vacate and order such building or structure to be closed to
119 the public.

120 4. Include Annex E: Fire Fighter Safety Building Marking System, with local amendments.

121 a. Local amendments to Annex E are:

122 i. Add E. 1.3.6.1. The following letters shall be used to indicate special
123 hazards assigned to the center of the Maltese cross:

124 A) "F" — Floor hazard

125 B) "R" — Roof hazard

126 C) "W" — Wall hazard

- 127 D) "H" — Holes in structure
- 128 E) "S" — Stairs compromised
- 129 F) "M" — Maze like, confusing layout
- 130 ii. Add E. 1.3.6.2. Where the AHJ determines the conditions to be severe
- 131 enough to limit all operational activity to a defensive mode only, a red "X"
- 132 shall be placed through the center section of the Maltese cross.
- 133 5. Replace Subsection '10.10.1 Permits.' with 10.10.1 Open Burning Prohibited. Open
- 134 burning, other than cooking and recreational fires compliant with the provisions of this
- 135 Code, is prohibited.
- 136 6. Permits from the Fire Marshal are required for the following:
- 137 a. Installation/Modification of fire alarm and detection systems;
- 138 b. Installation/Modification of sprinkler or water spray systems;
- 139 c. Installation/Modification of standpipe systems;
- 140 d. Installation/Modification fire pumps;
- 141 e. Installation/Modification of water storage tanks for fire protection;
- 142 f. Installation/Modification of gaseous and chemical extinguishing systems;
- 143 g. Installation/Modification of foam systems;
- 144 h. Installation/Modification of smoke control systems;
- 145 i. Installation/Modification of flammable and combustible liquid storage tanks;
- 146 j. Installation/modification of emergency generators for fire protection systems.;
- 147 k. Installation, modification, or removal from service of any private fire hydrants;
- 148 l. Fireworks displays;
- 149 m. To store, transport on site, dispense, use, or handle hazardous materials;
- 150 n. To perform any fire hydrant or fire pump water flow test; and
- 151 o. To sell consumer fireworks.

152 **12.10.060 Appeal.**

- 153 A. Any person wishing to appeal a determination of the director of the Housing and Community
- 154 Development Department regarding the provisions of this chapter shall file a written notice of
- 155 appeal with the Housing and Community Development Department within twenty-one (21) days
- 156 after receipt of a notice sent pursuant to the provisions of this chapter. The notice of appeal shall
- 157 contain a statement of grounds for the appeal. The notice of appeal shall be accompanied by a fee
- 158 as set from time to time by the city council ~~of one hundred dollars (\$100.00)~~. Municipal
- 159 infraction citations are subject to the jurisdiction of the District Court of Maryland and, once issued,
- 160 are not subject to the provisions of this chapter.
- 161 B. The director of the Housing and Community Development Department shall refer the appeal to the
- 162 Board of Appeals ~~housing board of adjustments and appeals~~ for hearing pursuant to Section
- 163 17.12.090 through 17.12.130 ~~15.24.360~~.
- 164 C. Should the decision of the housing official be overturned by the Board of Appeals ~~housing board~~
- 165 ~~of adjustments and appeals~~ the appellant shall receive a full refund of the ~~one hundred dollar~~

166 (~~\$100.00~~)-appeal application fee within thirty (30) days of the date of the decision of the **Board of**
167 **Appeals** ~~board~~.

168 **12.40.040 Appeals.**

169 A. Any person wishing to appeal a determination of the director of the department of infrastructure
170 and development regarding the provisions of this chapter shall file a written notice of appeal with
171 the department of infrastructure and development within twenty-one (21) days after receipt of a
172 notice sent pursuant to the provisions of this chapter. The notice of appeal shall contain a statement
173 of grounds for the appeal. The notice of appeal shall be accompanied by a fee **as set from time to**
174 **time by the city council** ~~of one hundred dollars (\$100.00).~~

175 B. The director of the department of infrastructure and development shall refer the appeal to the **Board**
176 **of Appeals** ~~housing board of adjustments and appeals~~ for hearing pursuant to Sections ~~15.24.360~~
177 ~~through 15.24.450~~ **17.12.090 through 17.12.130.**

178 **13.28.110 Appeals.**

179 Any person aggrieved by the action of any official charged with the enforcement of this chapter, as the
180 result of the disapproval of a properly filed application for a permit, issuance of a written notice of violation,
181 or an alleged failure to properly enforce the chapter in regard to a specific application, shall have the right
182 to appeal the action to the ~~board of zoning appeals~~ **Board of Appeals** ~~board~~. The appeal shall be filed in
183 writing within ~~thirty (30)~~ **twenty-one (21)** days of the date of official transmittal of the final decision or
184 determination to the applicant, state clearly the grounds on which the appeal is based, and be processed in
185 the manner prescribed for hearing administrative appeals under ~~board of zoning appeals~~ **Board of Appeals**
186 ~~board~~ rules of procedure.

187 **15.16.120 Duties and responsibilities of the floodplain administrator.**

188 The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

189 A. Review applications for permits to determine whether proposed activities will be located in flood
190 hazard areas.

191 B. Interpret floodplain boundaries and provide available base flood elevation and flood hazard
192 information.

193 C. Review applications to determine whether proposed activities will be reasonably safe from flooding
194 and require new construction and substantial improvements to meet the requirements of these
195 regulations.

196 D. Review applications to determine whether all necessary permits have been obtained from the
197 Federal, State or local agencies from which prior or concurrent approval is required; in particular,
198 permits from MDE for any construction, reconstruction, repair, or alteration of a dam, reservoir, or
199 waterway obstruction (including bridges, culverts, structures), any alteration of a watercourse, or
200 any change of the course, current, or cross section of a stream or body of water, including any
201 change to the one hundred (100) year frequency floodplain of free-flowing nontidal waters of the
202 State.

203 E. Verify that applicants proposing an alteration of a watercourse have notified adjacent communities
204 and MDE (NFIP State Coordinator), and have submitted copies of such notifications to FEMA.

205 F. Approve applications and issue permits to develop in flood hazard areas if the provisions of these
206 regulations have been met, or disapprove applications if the provisions of these regulations have
207 not been met.

- 208 G. Inspect or cause to be inspected, buildings, structures, and other development for which permits
209 have been issued to determine compliance with these regulations or to determine if non-compliance
210 has occurred or violations have been committed.
- 211 H. Review Elevation Certificates and require incomplete or deficient certificates to be corrected.
- 212 I. Submit to FEMA, or require applicants to submit to FEMA, data and information necessary to
213 maintain FIRMs, including hydrologic and hydraulic engineering analyses prepared by or for the
214 City of Salisbury, Maryland, within six months after such data and information becomes available
215 if the analyses indicate changes in base flood elevations or boundaries.
- 216 J. Maintain and permanently keep records that are necessary for the administration of these
217 regulations, including:
- 218 1. Flood Insurance Studies, Flood Insurance Rate Maps (including historic studies and maps
219 and current effective studies and maps) and Letters of Map Change; and
- 220 2. Documentation supporting issuance and denial of permits, Elevation Certificates,
221 documentation of the elevation (in relation to the datum on the FIRM) to which structures
222 have been floodproofed, other required design certifications, variances, and records of
223 enforcement actions taken to correct violations of these regulations.
- 224 K. Enforce the provisions of these regulations, investigate violations, issue notices of violations or
225 stop work orders, and require permit holders to take corrective action.
- 226 L. Advise the **Board of Appeals** ~~Building Board of Adjustments and Appeals~~ regarding the intent of
227 these regulations and, for each application for a variance, prepare a staff report and
228 recommendation.
- 229 M. Administer the requirements related to proposed work on existing buildings:
- 230 1. Make determinations as to whether buildings and structures that are located in flood hazard
231 areas and that are damaged by any cause have been substantially damaged.
- 232 2. Make reasonable efforts to notify owners of substantially damaged structures of the need
233 to obtain a permit to repair, rehabilitate, or reconstruct, and prohibit the non-compliant
234 repair of substantially damaged buildings except for temporary emergency protective
235 measures necessary to secure a property or stabilize a building or structure to prevent
236 additional damage.
- 237 N. Undertake, as determined appropriate by the Floodplain Administrator due to the circumstances,
238 other actions which may include but are not limited to: issuing press releases, public service
239 announcements, and other public information materials related to permit requests and repair of
240 damaged structures; coordinating with other Federal, State, and local agencies to assist with
241 substantial damage determinations; providing owners of damaged structures information related to
242 the proper repair of damaged structures in special flood hazard areas; and assisting property owners
243 with documentation necessary to file claims for Increased Cost of Compliance (ICC) coverage
244 under NFIP flood insurance policies.
- 245 O. Notify the Federal Emergency Management Agency when the corporate boundaries of the City of
246 Salisbury, Maryland have been modified and:
- 247 1. Provide a map that clearly delineates the new corporate boundaries or the new area for
248 which the authority to regulate pursuant to these regulations has either been assumed or
249 relinquished through annexation; and
- 250 2. If the FIRM for any annexed area includes special flood hazard areas that have flood zones
251 that have regulatory requirements that are not set forth in these regulations, prepare

252 amendments to these regulations to adopt the FIRM and appropriate requirements, and
253 submit the amendments to the governing body for adoption; such adoption shall take place
254 within six months of the date of annexation and a copy of the amended regulations shall be
255 provided to MDE (NFIP State Coordinator) and FEMA.

256 P. Upon the request of FEMA, complete and submit a report concerning participation in the NFIP
257 which may request information regarding the number of buildings in the SFHA, number of permits
258 issued for development in the SFHA, and number of variances issued for development in the SFHA.
259 (Ord. No. 2337, 6-22-2015)

260 **15.16.360 General.**

261 The **Board of Appeals** ~~Building Board of Adjustments and Appeals~~ shall have the power to consider and
262 authorize or deny variances from the strict application of the requirements of these regulations. A variance
263 shall be approved only if it is determined to not be contrary to the public interest and where, owing to
264 special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations, an
265 unnecessary hardship would result.

266 Upon consideration of the purposes of these regulations, the individual circumstances, and the
267 considerations and limitations of this section, the **Board of Appeals** ~~Building Board of Adjustments and~~
268 ~~Appeals~~ may attach such conditions to variances as it deems necessary to further the purposes of these
269 regulations.

270 The **Board of Appeals** ~~Building Board of Adjustments and Appeals~~ shall notify, in writing, any applicant
271 to whom a variance is granted to construct or substantially improve a building or structure with its lowest
272 floor below the elevation required by these regulations that the variance is to the floodplain management
273 requirements of these regulations only, and that the cost of Federal flood insurance will be commensurate
274 with the increased risk, with rates up to twenty-five dollars (\$25.00) per one hundred dollars (\$100.00) of
275 insurance coverage.

276 A record of all variance actions, including justification for issuance shall be maintained pursuant to Section
277 15.16.120.J.

278 **15.16.370 Application for a variance.**

279 A. The owner of property, or the owner's authorized agent, for which a variance is sought shall submit
280 an application for a variance to the Floodplain Administrator.

281 B. At a minimum, the application shall contain the following information: name, address, and
282 telephone number of the applicant and property owner; legal description of the property; parcel
283 map; description of the existing use; description of the proposed use; site map showing the location
284 of flood hazard areas, designated floodway boundaries, flood zones, base flood elevations, and
285 flood protection setbacks; description of the variance sought; and reason for the variance request.
286 Variance applications shall specifically address each of the considerations in Section 15.16.380.

287 C. If the application is for a variance to allow the lowest floor of a building or structure below the
288 applicable minimum elevation required by these regulations, the application shall include a
289 statement signed by the owner that, if granted, the conditions of the variance shall be recorded on
290 the deed of the property.

291 D. If the application is for a variance for a historic structure pursuant to Section 15.16.220 of these
292 regulations, the application shall contain documentation that the proposed work does not preclude
293 the structure's continued eligibility and designation as a historic structure. The documentation shall
294 be obtained from a source that is authorized to make such determinations (see definition of "
295 Historic Structure").

296 **15.16.380 Considerations for variances.**

297 The Floodplain Administrator shall request comments on variance applications from MDE (NFIP State
298 Coordinator) and shall provide such comments to the Board of Appeals ~~Building Board of Adjustments~~
299 ~~and Appeals~~.

300 In considering variance applications, the Board of Appeals ~~Building Board of Adjustments and Appeals~~
301 shall consider and make findings of fact on all evaluations, all relevant factors, requirements specified in
302 other sections of these regulations, and the following factors:

- 303 A. The danger that materials may be swept onto other lands to the injury of others.
- 304 B. The danger to life and property due to flooding or erosion damage.
- 305 C. The susceptibility of the proposed development and its contents (if applicable) to flood damage and
306 the effect of such damage on the individual owner.
- 307 D. The importance of the services to the community provided by the proposed development.
- 308 E. The availability of alternative locations for the proposed use which are not subject to, or are subject
309 to less, flooding or erosion damage.
- 310 F. The necessity to the facility of a waterfront location, where applicable, or if the facility is a
311 functionally dependent use.
- 312 G. The compatibility of the proposed use with existing and anticipated development.
- 313 H. The relationship of the proposed use to the comprehensive plan and hazard mitigation plan for that
314 area.
- 315 I. The safety of access to the property in times of flood for passenger vehicles and emergency
316 vehicles.
- 317 J. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and
318 the effects of wave action, if applicable, expected at the site.
- 319 K. The costs of providing government services during and after flood conditions, including
320 maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water
321 systems, and streets and bridges.
- 322 L. The comments provided by MDE (NFIP State Coordinator).

323 **15.16.390 Limitations for granting variances.**

324 The Board of Appeals ~~Building Board of Adjustments and Appeals~~ shall make an affirmative decision on
325 a variance request only upon:

- 326 A. A Showing of Good and Sufficient Cause. Good and sufficient cause deals solely with the physical
327 characteristics of the property and cannot be based on the character of the improvement, the
328 personal characteristics of the owner/inhabitants, or local provision that regulate standards other
329 than health and public safety.
- 330 B. A determination that failure to grant the variance would result in exceptional hardship due to the
331 physical characteristics of the property. Increased cost or inconvenience of meeting the
332 requirements of these regulations does not constitute an exceptional hardship to the applicant.
- 333 C. A determination that the granting of a variance for development within any designated floodway,
334 or flood hazard area with base flood elevations but no designated floodway, will not result in
335 increased flood heights beyond that which is allowed in these regulations.
- 336 D. A determination that the granting of a variance will not result in additional threats to public safety;
337 extraordinary public expense, nuisances, fraud or victimization of the public, or conflict with
338 existing local laws.

339 E. A determination that the building, structure or other development is protected by methods to
340 minimize flood damages.

341 F. A determination that the variance is the minimum necessary to afford relief, considering the flood
342 hazard.

343 **15.21.070 Appeals procedures.**

344 A. Any person wishing to appeal a determination of the director regarding the provisions of this
345 chapter shall file a written notice of appeal with the Housing and Community Development
346 Department within twenty-one (21) calendar days after receipt of a notice sent pursuant to the
347 provisions of this chapter. The notice of appeal shall contain a statement of grounds for the appeal.
348 The notice of appeal shall be accompanied by a fee as set from time to time by the city council
349 ~~of one hundred dollars (\$100.00)~~. Municipal infraction citations are subject to the jurisdiction of
350 the District Court of Maryland and, once issued, are not subject to the provisions of this chapter.

351 B. The director shall refer the appeal to the Board of Appeals ~~housing board of adjustments and~~
352 ~~appeals~~ for hearing pursuant to Section 17.12.090 through 17.12.130 ~~15.24.360~~.

353 C. Should the decision of the director be reversed by a final appellate decision, the appellant shall
354 receive a refund of the ~~one hundred dollar (\$100.00)~~ application fee within thirty (30) calendar days
355 of the date of the final appellate decision.

356 **15.22.080 Appeals procedure.**

357 A. Any person wishing to appeal a determination of the Housing and Community Development
358 Department shall file a written notice of appeal with the director within ~~thirty (30)~~ twenty-one (21)
359 days after the department's action. The notice shall contain a statement of the grounds for the
360 appeal. The notice of appeal shall be accompanied by a fee as set from time to time by the city
361 council ~~of one hundred dollars (\$100.00)~~.

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

365 C. When hearing appeals under this chapter, the board shall follow the procedures set forth in Chapter
366 17.12.090 through 17.12.130 ~~15.24~~ of this code.

367 **Article X Means of Appeal**

368 **~~15.24.360 Establishment of board.~~**

369 ~~There is established in the city a board to be called the Housing Board of Adjustments and Appeals, which~~
370 ~~shall consist of five members. Such board shall be composed of residents of the City of Salisbury, and, at~~
371 ~~the time of any new appointment, the City shall ensure that the board includes at least one homeowner and~~
372 ~~at least one tenant. The board shall be appointed by the Mayor and Council.~~

373 **~~15.24.370 Terms of office.~~**

374 ~~Members shall be appointed for a term of four years. Any continued absence of any member from meetings~~
375 ~~of the board or failure of any member to complete required training shall, at the discretion of the Mayor~~
376 ~~and Council, render any such member subject to immediate removal from office.~~

377 **~~15.24.380 Quorum.~~**

378 ~~Three members of the board shall constitute a quorum. In varying the application of any provisions of this~~
379 ~~code or in modifying an order of the housing official, affirmative votes of the majority present shall be~~
380 ~~required. A board member shall not hear or act on an appeal which that member has any personal,~~
381 ~~professional or financial or financial interest.~~

382 **15.24.390 Application for appeal.**

383 Any person affected by a decision of the housing official or a notice or order issued under this code shall
384 have the right to appeal to the **Board of Appeals pursuant to section 17.12.090 through 17.12.130**
385 ~~housing board of adjustments and appeals~~ provided that a written application for appeal is filed within
386 twenty-one (21) days after the date that the decision, notice or order was served. An application for appeal
387 shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been
388 incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are
389 adequately satisfied by other means.

390 ~~**15.24.391 Request for Waiver of Fee.**~~

391 ~~A person unable by reason of poverty to pay the appeal fee, may appeal and request a waiver of the fee.~~
392 ~~This provision shall apply to an appeal within the city. This shall not apply to an appeal of a municipal~~
393 ~~citation, an appeal to the district court, or an appeal to any court or agency outside of the jurisdiction of the~~
394 ~~city.~~

395 ~~A. Any person wishing to request a waiver of the appeal fee may submit a completed request for~~
396 ~~waiver of fee form with their application for appeal.~~

397 ~~B. The board of appeals shall review any request for waiver of fee forms that are submitted and may~~
398 ~~require the person submitting the request to supplement or explain any of the matters set forth in~~
399 ~~the request.~~

400 ~~C. In determining whether to grant a waiver, the board shall consider:~~

401 ~~1. Whether the person requesting fee waiver is receiving services from a state or federal~~
402 ~~program serving low income individuals; and~~

403 ~~2. Whether the household income is equal or less than that which would qualify for one of~~
404 ~~the low income programs in subsection (C)(1); and~~

405 ~~3. Whether there is any other factor that may be relevant to the person's ability to pay the fee.~~

406 ~~D. Upon notification of the request for waiver being denied, the person appealing shall have ten (10)~~
407 ~~days to pay the appeal fee.~~

408 ~~1. If paid within that time, the application for appeal shall be deemed to have been filed on~~
409 ~~the date the application for appeal and request for waiver forms were filed.~~

410 ~~2. If the fees are not paid within that time, the application for appeal shall be deemed to have~~
411 ~~been withdrawn.~~

412 ~~E. If the request for waiver is approved, the appeal shall proceed as though the fee had been paid.~~

413 ~~F. If the appeal fee is waived and the appeal is denied, the appeal fee shall be due, unless a request for~~
414 ~~waiver of final fee is submitted, within ten (10) days of the notice of decision, and approved.~~

415 ~~G. If the appeal fee is waived and the appeal is successful, the individual shall owe nothing.~~

416 **15.24.400 Effect of failure to appeal.**

417 Failure of any person to file an appeal shall constitute a waiver of his/her right to an administrative hearing
418 and adjudication of the notice and order, or any portion thereof.

419 **15.24.410 Scope of hearing on appeal.**

420 Only those matters or issues specifically raised by the appellant in his notice of appeal shall be considered
421 in the hearing of the appeal.

422 **~~15.24.420 Staying of order under appeal.~~**

423 ~~Except for orders to vacate made pursuant to Section 15.24.230 of this chapter enforcement of any notice~~
424 ~~and order of the housing official issued under this code shall be stayed during the time of appeal and hearing.~~

425 **~~15.24.430 Conduct of hearing.~~**

426 A. ~~Hearings will be conducted according to the board's administrative rules relating to evidence and~~
427 ~~witnesses.~~

428 B. ~~Oral evidence shall be taken only on oath or affirmation.~~

429 C. ~~Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence~~
430 ~~but shall not be sufficient in itself to support a finding unless it would be admissible over objection~~
431 ~~in civil actions in courts of competent jurisdiction in this state.~~

432 D. ~~Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons~~
433 ~~are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any~~
434 ~~common law or statutory rule which might make improper the admission of such evidence over~~
435 ~~objection in civil actions in courts of competent jurisdiction in this state.~~

436 E. ~~Each party shall have these rights, among others:~~

437 1. ~~To call and examine witnesses on any matter relevant to the issues of the hearing;~~

438 2. ~~To introduce documentary and physical evidence;~~

439 3. ~~To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;~~

440 4. ~~To represent himself or to be represented by anyone of his choice who is lawfully permitted~~
441 ~~to do so.~~

442 F. ~~The board shall inspect any building or premises involved in the appeal. Notice of such inspection~~
443 ~~shall be given to the parties before the inspection is made that the parties are permitted to be present~~
444 ~~during the inspection. Each party then shall have a right to rebut or explain the matters so stated to~~
445 ~~the board.~~

446 (~~Ord. 1665 Exh. A (part), 1997~~)

447 **15.24.440 Variations and modifications.**

448 A. The **Board of Appeals** ~~board~~, after hearing an appeal, may vary the application of any provision
449 of this code to any particular case when, in its opinion, the enforcement thereof would cause undue
450 hardship and would be contrary to the spirit and purpose of this code or public interest or when, in
451 its opinion, the interpretation of the housing official should be modified or reversed.

452 B. A decision of the **Board of Appeals** ~~board~~ to vary the application of any provision of this code or
453 to modify an order of the housing official shall specify in what manner such variation or
454 modification is made.

455 **15.24.450 Decisions.**

456 A. Every decision of the **Board of Appeals** ~~board~~ shall be final except as allowed in subsection C of
457 this section.

458 B. The **Board of Appeals** ~~board~~ shall, in every case, reach a ~~written~~ decision without unreasonable or
459 unnecessary delay.

460 C. The appellant shall comply with the **Board of Appeals'** ~~board's~~ decision unless appealed to the
461 circuit court within thirty (30) days after the date of decision.

462 **15.24.1380 Appeals.**

463 Within ~~seven~~ **twenty-one (21)** days from service of notice as provided for in this chapter, the owner or his
464 ~~agent~~ **agency** may file an appeal with the **Board of Appeals** ~~housing board of adjustments and appeals~~
465 stating in detail the reasons as to why the action proposed by the housing official should not be taken. Upon
466 receipt of such appeal, the **Board of Appeals** ~~housing board of adjustments and appeals~~ shall proceed under
467 ~~Article X~~, Section **17.12.090 through 17.12.130** ~~15.24.360 et seq.~~

468 **15.24.1590 Appeals.**

469 Within ~~seven~~ **twenty-one (21)** days after service of notice as provided in this chapter, the owner or his
470 agent may file an appeal with the **Board of Appeals** ~~housing board of adjustments and appeals~~ stating in
471 detail the reasons as to why the action proposed by the housing official should not be taken. Upon receipt
472 of such appeal, the **Board of Appeals** ~~housing board of adjustments and appeals~~ shall proceed under ~~Article~~
473 ~~X~~, Section **17.12.090 through 17.12.130** ~~15.24.360, et seq.~~

474 **15.24.1710 Appeal procedure.**

475 Within twenty-one (21) days after service of a notice provided for herein, a property owner may file a notice
476 of appeal with the housing official. The notice shall state in detail the reasons the action proposed by the
477 housing official should not be taken. Upon receipt of such notice of appeal, the housing official shall refer
478 the appeal to the **Board of Appeals** ~~housing board of adjustments and appeals~~, which shall proceed in
479 accordance with ~~article X~~, section **17.12.090 through 17.12.130** ~~15.24.360 et seq.~~

480 **15.26.120 Appeals procedure.**

481 A. Any person wishing to appeal a determination of the director recommending denial, nonrenewal,
482 revocation, or suspension of a license or registration shall file a written notice of appeal with the
483 director within twenty-one (21) days after receipt of the notice of denial, nonrenewal, revocation,
484 or suspension. The notice shall contain a statement of the grounds for the appeal. The notice of
485 appeal shall be accompanied by a fee **as set from time to time by the city council** ~~of one hundred~~
486 ~~dollars (\$100.00).~~

487 B. The director shall refer the appeal to the **Board of Appeals** ~~housing board of adjustments and~~
488 ~~appeals~~ to either accept the appeal and schedule a hearing, or reject the appeal. ~~The board shall~~
489 ~~meet monthly, or more frequently at the call of the chair, to hear appeals. The board shall notify~~
490 ~~the owner in writing of the time and place of the hearing.~~

491 C. When hearing appeals under this chapter, the **Board of Appeals** ~~board~~ shall follow the procedures
492 set forth in Chapter **17.12.090 through 17.12.130** ~~15.24~~ of the Salisbury Municipal Code.

493 D. Should the decision of the housing official be overturned by the **Board of Appeals** ~~Housing Board~~
494 ~~of Adjustments and Appeals~~, the appellant shall receive a full refund of the ~~one hundred dollar~~
495 ~~(\$100.00)~~ appeal application fee within thirty (30) days of the date of the decision of the Board.

496 **15.27.060 Appeal.**

497 A. Any person wishing to appeal a determination of the Director of the Housing and Community
498 Development Department regarding the provisions of this chapter shall file a written notice of
499 appeal with the Housing and Community Development Department within twenty-one (21) days
500 after receipt of a notice sent pursuant to the provisions of this chapter. The notice of appeal shall
501 contain a statement of grounds for the appeal. The notice of appeal shall be accompanied by a fee
502 **as set from time to time by the city council** ~~of one hundred dollars (\$100.00).~~

- 503 B. The Director of the Housing and Community Development Department shall refer the appeal to the
504 **Board of Appeals** ~~housing board of adjustments and appeals. The board shall meet monthly, or~~
505 ~~more frequently at the call of the chair, to hear appeals. The board shall notify the owner in writing~~
506 ~~of the time and place of the hearing, pursuant to the rules of the housing board of adjustments and~~
507 ~~appeals.~~
- 508 C. When hearing appeals under this chapter, the board shall follow the procedures set forth in Chapter
509 **17.12.090 through 17.12.130** ~~15.24.~~
- 510 D. If the **Board of Appeals** ~~board~~ overturns the decision of the housing official, the owner shall be
511 refunded the ~~one hundred dollar (\$100.00)~~ appeal fee.

512 **16.16.010 Preliminary plat.**

- 513 A. Scope—Procedure. A preliminary subdivision plat is required to be submitted to the planning
514 commission for review and approval for all proposed major subdivisions, as defined by Section
515 16.08.020, and any subdivision where five lots have already been subdivided from a parcel of
516 record. This provision shall apply regardless of ownership or change in ownership since the original
517 lots were subdivided.
- 518 1. The preliminary plat shall be submitted to the planning department which is from time to
519 time established by the planning commission.
 - 520 2. The planning commission shall consider such preliminary plat and take action thereon at a
521 meeting open to the public but the plat shall not be scheduled for action by the commission
522 until the director of infrastructure and development certifies that all requirements of these
523 regulations applying to a preliminary plat have been met.
 - 524 3. In the event of a disagreement between the applicant and the director of infrastructure and
525 development concerning the application of this title, either party may, no sooner than sixty
526 (60) days after the plat is received by the department of infrastructure and development,
527 submit the plat to the commission for its review.
 - 528 4. No plat shall be acted upon by the planning commission except at a public meeting, notice
529 of the time and place of which shall be sent by regular mail to the applicant or his
530 representative not less than five days before the date of the meeting.
 - 531 5. The planning commission may approve the preliminary plat with or without conditions or
532 modifications or may disapprove the plat.
 - 533 6. If the planning commission disapproves the plat, reasons therefore shall be submitted in
534 writing to either the applicant or his representative.
 - 535 7. If the commission does not approve, disapprove, table for further consideration, or review
536 and make recommendations on the plat within sixty (60) days after the meeting at which
537 the preliminary plat was first reviewed, the plat shall be deemed approved as submitted,
538 and may be prepared and submitted by the applicant as a final plat.
- 539 B. Drafting Standards. All preliminary plats shall be prepared in accordance with the following
540 drafting standards:
- 541 1. The plat shall be drawn at a scale of one inch equals one hundred (100) feet or other
542 appropriate scale approved by the director of infrastructure and development.
 - 543 2. When more than one sheet is necessary, each sheet shall bear the name of the subdivision
544 and shall be numbered and show its relationship to the total number of sheets.

- 545 3. Where any revision is made, or when a plat is a resubdivision of a previously recorded plat,
546 dashed or light dotted lines shall be used to show features or locations to be changed. Solid
547 lines shall be used to show the existing features.
- 548 4. The perimeter boundary line of the subdivision shall be shown as a solid heavy line and all
549 proposed lots shall be shown solid with lines of lesser thickness and/or different patterns.
- 550 5. All existing parcels within a proposed subdivision shall be shown by a different line pattern
551 or line weight than the proposed lots and clearly labeled.
- 552 6. Easements shall be shown with dotted lines and clearly labeled.
- 553 7. All plats shall be clearly titled "Preliminary—Not for Recording," on a sheet size of either
554 twenty-four (24) inches by thirty-six (36) inches or eighteen (18) inches by twenty-four
555 (24) inches.
- 556 C. Information Required. The preliminary plat shall meet the minimum design standards for the
557 construction of public improvements set forth in Chapter 16.40 and shall give the following
558 information insofar as possible:
- 559 1. The name and location of the proposed subdivision, the name and address of the owner or
560 owners and the name and seal of the surveyor who prepared the plat and an
561 acknowledgment that the professional land surveyor or property line surveyor is duly
562 licensed by the state of Maryland;
- 563 2. The date, geographic scale and a north arrow designating the northerly direction of the Y-
564 axis of the Maryland State Grid Coordinate System;
- 565 3. The location and vicinity map showing relationship of subdivision site to area;
- 566 4. The location of existing and platted property lines, streets, buildings, watercourses, with
567 detailed or approximately one hundred (100) year floodplain delineation, water and sewer
568 lines, railroads, bridges, culverts, drain pipes, and any easements based on an accurate field
569 survey and the names of all adjoining owners or subdivisions;
- 570 5. Plans of proposed sewer or water utility layouts showing feasible connections to existing
571 or proposed systems when required by the director of infrastructure and development. The
572 number of service connections will be determined by the director of the city department of
573 infrastructure and development;
- 574 6. When public sewer and water systems are not available, any proposed individual on-site
575 water supply and/or sewage disposal system must be specifically approved by the city
576 director of infrastructure and development and the county health officer;
- 577 7. The tax map, city property maps, grid and parcel numbers, deed reference, zoning
578 classifications; the water and sewerage plan service area; the tax ditch, and the urban
579 services district in which the subdivision is located, if applicable;
- 580 8. The names, locations, widths and other dimensions of proposed streets, alleys, easements,
581 parks and other open spaces, reservations and stormwater management areas;
- 582 9. Approximate dimensions, lot numbers, block letters, front building lines and any other
583 proposed private setback lines for the proposed lots;
- 584 10. Contours at vertical intervals of not more than one foot, when required by the director of
585 the department of infrastructure and development. The director may require contours of a
586 lesser interval where conditions of the parcel warrant;

- 587 11. The preliminary plat shall include a signed certificate showing ownership or legal control
588 of the property and a tabular summary of the following:
- 589 a. The total acreage of the site being subdivided,
 - 590 b. The total number of lots proposed and average lot size,
 - 591 c. The area of natural vegetation to remain on the site and all buffer or screening areas
592 as proposed or as may be required by the commission,
 - 593 d. The estimated total amount of land area on the site to be reserved and used for
594 stormwater management areas,
 - 595 e. The total amount of land area proposed for access rights-of-way, easement areas,
596 on-site recreation, open spaces, and other parcels or areas in the subdivision
597 reserved for the common use of residents,
 - 598 f. The estimated linear footage and area of new public roads to be constructed or
599 widened;
- 600 12. The following information shall also be shown, if applicable:
- 601 a. Chesapeake Bay Critical Area. All preliminary plats for land located in the
602 Chesapeake Bay Critical Area shall be in accordance with the requirements of
603 Chapter 12.20, Chesapeake Bay Critical Area Natural Resources Protection.
 - 604 b. The one hundred (100) year floodplain. The one hundred (100) year floodplain line
605 and elevations shall be shown on the plat in accordance with a method approved
606 by the director of infrastructure and development.
 - 607 c. Forest Conservation Act. All areas required for preservation or conservation as
608 may be required by the Forest Conservation Act.
 - 609 d. A note indicating that the property is located in an airport zoning district and any
610 airport approach, horizontal, transitional or turning surface and an airport clear
611 zone; and the identification of any easement related to airport safety, maintenance
612 or operations which may affect the property.
 - 613 e. When required by the director of infrastructure and development location and
614 general design of any stormwater management pond as required by Chapter 13.28,
615 Stormwater Management, of this Code. A general description of the proposed flow
616 pattern for the entire drainage system, including the paved surfaces, open ditches
617 and piped sections, with outfall points indicated shall be included or available for
618 reference.
 - 619 f. All preliminary plats for land located in a well head protection area shall be in
620 accordance with the requirements of the city well head protection areas ordinance.
 - 621 g. The Paleochannel. On all preliminary plats for land located over the paleochannel,
622 the paleochannel line shall be shown.
- 623 D. Copies. Four copies of the preliminary plat shall be submitted to the planning department. The staff
624 shall distribute the copies as follows: two copies of the plat will be submitted to the department of
625 infrastructure and development, one copy to the fire chief, and one copy will be retained in the files
626 of the planning commission.
- 627 E. Concept Approval or Denial. The planning commission may provide concept approval or denial of
628 a preliminary plat of a parcel that could only be developed by special consideration in order to
629 allow a developer to obtain an approval before proceeding with the required engineering.

- 630 1. All such plats shall clearly show the reasons for the commission's action, be legible and
631 drawn to approximate scale.
- 632 2. Once approval has been obtained from the commission, the plat shall be reviewed and
633 approved in accordance with all final plat requirements of this chapter.
- 634 F. Preliminary Plat of Entire Tract. If, after the subdivision of any five lots from a legally established
635 parcel of record, the planning commission determines that it is necessary in order to assure the
636 future coordination of any street, drainage area or other community services or facilities, the
637 commission may require the preparation of a preliminary plat for up to one hundred (100) acres of
638 the entire tract regardless of current ownership or change in ownership since the original lots were
639 subdivided from the property.
- 640 G. Denial of Preliminary Plats. The planning commission may deny approval of any preliminary plat
641 of the subdivision of land if, after investigations conducted or recommendations by the public
642 agencies concerned, it is determined that at least one of the following factors exists in regard to the
643 subdivision:
- 644 1. The land is subject to flooding or is topographically unsuitable for residential occupancy
645 or for such other use and the development or occupancy may increase the danger to health,
646 life, or property, or aggravate erosion or create a flood hazard to future occupants or the
647 general public; or
- 648 2. Inadequate drainage ways or public accessways exist, either on-site or off-site, to serve the
649 proposed development; or
- 650 3. A subdivision is proposed without frontage on a governmentally owned or maintained
651 street or road; or
- 652 4. The health department has determined that the soils on the site or the water supply serving
653 the subdivision is contaminated and development would pose a danger to the health and
654 safety of the public; or
- 655 5. The layout of the lots are such that intensive development of the site will create a safety
656 hazard to the future residents of the subdivision or to the general public; or
- 657 6. The proposed subdivision does not meet the requirements of this title and the applicant is
658 unable to receive a waiver or a variance.
- 659 H. Appeal of Preliminary Plat Denial. All decisions of the commission to deny approval of a
660 preliminary plat may be appealed to the city **Board of Appeals** ~~board of zoning appeals~~ in
661 accordance with the provisions of Chapter 16.52, Appeals.

662 **16.20.010 Final plat.**

- 663 A. Scope—Procedure. Final plats may be submitted to the planning department for consideration by
664 the planning commission at any time during the year for official action at a public meeting.
- 665 1. No final plat shall be acted upon by the planning commission until the director of
666 infrastructure and development verifies that the plat meets the following:
- 667 a. Actual size of lots, as approved by the health department or in conformance with
668 Title 17, Zoning, are shown in the plat;
- 669 b. All requirements for a final plat as required by this chapter and the plat contains
670 the signature of the owner(s), the signature of the surveyor and the signature of the
671 appropriate health department official.

672 B. Drafting Standards. All final plats shall be prepared in accordance with the following drafting
673 standards:

- 674 1. The plat shall be drawn at a scale of one inch equals one hundred (100) feet or other
675 appropriate scale approved by the director of infrastructure and development.
- 676 2. Dimensions shall be in feet and decimal parts thereof to the nearest hundreds and bearings
677 in degrees, minutes and seconds.
- 678 3. When more than one sheet is necessary, each sheet shall bear the name of the subdivision
679 and shall be numbered and show its relationship to the total number of sheets.
- 680 4. Where any revision is made, or when a plat is a resubdivision of a previously recorded plat,
681 dashed or light dotted lines shall be used to show features or locations to be changed and
682 solid lines shall be used to show the existing features.
- 683 5. The perimeter boundary line of the subdivision shall be shown as a solid heavy line and all
684 proposed lots shall be shown with lines of lessor thickness and/or different patterns.
- 685 6. All existing parcels within a proposed subdivision shall be shown by a different line pattern
686 or line weight than the proposed lots and clearly labeled.
- 687 7. Easements shall be shown with light dashed lines and clearly labeled.
- 688 8. All said plats shall be clearly titled "Final Subdivision Plat" or "Final Resubdivision Plat."

689 C. Information Required. The final plat shall show:

- 690 1. The date, title, name and location of the subdivision, graphic scale and a north arrow
691 referenced to the Maryland Grid Coordinate System;
- 692 2. Location and vicinity map showing the site in relation to area;
- 693 3. The final lines of all streets and roads, alleys lines, lot lines, dimensions and sizes, front
694 building setback lines, lots numbered in numerical order, blocks numbered in alphabetical
695 order; reservations, easements, existing structures and any areas to be dedicated to common
696 use or public use or sites for other than residential use with notes stating their purpose and
697 any limitations thereto;
- 698 4. Sufficient data to readily determine and to reproduce on the ground the location, bearing
699 and length of every street line, boundary line, block line and front building line whether
700 curved or straight. This shall include the radius, central angle, tangent, arc length and chord
701 distance for all curved property lines;
- 702 5. The names and location of adjoining subdivisions and streets and the location and
703 ownership of adjoining unsubdivided property;
- 704 6. The plat shall be legible, drawn accurately and to scale and shall be submitted for
705 recordation using black ink on transparent mylar, or linen or black-line photo process
706 comparable to original quality that will conform to the state's archival standards;
- 707 7. All courses shown on the plat shall be calculated from the plat meridian. The plat shall
708 include a north arrow designating the northerly direction of the Y-axis of the Maryland
709 Grid Coordinate System;
- 710 8. No distance on the plat may be marked, "more or less," except on lines which begin,
711 terminate, or bind on a marsh, stream or any body of water. When binding on water or
712 marsh, a traverse line (meandering line) may be required with tie in distances to water line;

713 9. The plat shall show the position by coordinates of all monuments, and monuments shall be
714 set to delineate all perimeter corners of the subdivision and streets including points of curve
715 and points of tangents. These monuments shall comply with Chapter 56, Section 333(D)
716 of the Annotated Code of Maryland and Code of Maryland Regulations, COMAR
717 09.13.03;

718 10. The Maryland State Grid Coordinate System shall be used for horizontal control. Bearings
719 of lines and coordinates of corners, points of curvature, and traverse points shall be
720 referenced to the Maryland State Coordinate System in accordance with the Special
721 Publication No. 235 "THE STATE COORDINATE SYSTEMS" (A Manual for Surveyors)
722 published by the U.S. Department of Commerce, National Geodetic Survey, and the plat
723 shall indicate the traverse point of origin of the survey. The city's vertical control datum
724 shall be used. All vertical elevations shall be referred to a city's approved project
725 benchmark;

726 11. The following certificate shall be placed on the plat and signed by the owner of the land
727 shown on the plat and by the surveyor preparing it. Each plat shall be signed and sealed by
728 a surveyor registered in the state of Maryland.

729 Certificate

730 I/We certify that the requirements of real property Section 3-108 of the
731 Annotated Code of Maryland, latest edition, as far as it concerns the making of this
732 plat and setting of markers have been complied with.

733 12. Certification by county health office for adequacy of service or water supply shall be shown
734 on the plat;

735 13. The location and designation of any stormwater management areas shall be shown on the
736 plat;

737 14. The following note shall appear on the final plat:

738 Note: Final Plat approval certifies that the subdivision has been reviewed for stormwater
739 drainage affecting only streets and public areas within its own boundaries, not individual lots.

740 15. The following information shall also be shown:

741 a. Chesapeake Bay Critical Area. All final plats for land located in the Chesapeake
742 Bay Critical Area shall be in accordance with the requirements of Chapter 12.20,
743 Chesapeake Bay Critical Area Natural Resources Protection;

744 b. The one hundred (100) year floodplain. The one hundred (100) year floodplain line
745 and elevations shall be shown on the plat in accordance with a method approved
746 by the director of infrastructure and development consistent with the requirements
747 of Chapter 15.16, Floodplain Management;

748 c. All areas reserved for conservation or preservation in order to comply with the
749 requirements of the Forest Conservation Act'

750 d. A note indicating that the property is located in an airport zoning district and any
751 airport approach, horizontal, transitional or turning surface and an airport clear
752 zone; and the identification of any easement related to airport safety, maintenance
753 or operations which may affect the property;

754 e. When required by the director of the department of infrastructure and development
755 any on-site stormwater management pond as may be required by Chapter 13.28,
756 Stormwater Management;

- 757 f. All final plats for land located in a well head protection area shall be in accordance
758 with the requirements of the city well head protection areas ordinance;
- 759 g. The Paleochannel. All final plats for land located over the paleochannel, the
760 paleochannel line shall be shown;
- 761 h. Wetlands delineation as required by state and/or federal agencies;
- 762 16. Bodies of Water. The location of any watercourse, channel, stream, creek, lake, pond or
763 marsh shall be shown on the final plat. The direction of flow and ebb shall be shown for
764 tidal waters;
- 765 17. Improvements. If any existing or required utilities or improvements are to be installed other
766 than in the streets of such subdivision, then the subdivider shall show upon the plat and
767 dedicate the necessary easements thereof;
- 768 18. Building setback lines as may be proposed on each lot but not less than required by Title
769 17, Zoning, of this code;
- 770 19. The corporate limit lines of the city and any other municipality, if applicable;
- 771 20. Statements or certificates as required by federal, state and/or county agencies concerning
772 floodplains, non-tidal wetlands, tidal wetlands, and other such areas.
- 773 D. Copies. Five copies of the final plat shall be submitted to the planning director for submission to
774 the planning commission and appropriate review agencies.
- 775 1. Sheet sizes shall be either twenty-four (24) inches by thirty-six (36) inches or eighteen (18)
776 inches by twenty-four (24) inches.
- 777 2. When more than one sheet is required, an index sheet of the same size shall be filed
778 showing the name of the subdivision and entire subdivision drawn to scale with the sheets
779 numbered in numerical order as a key.
- 780 3. The planning commission may, after favorable recommendation by the director of
781 infrastructure and development, permit a different scale than required by this chapter.
- 782 E. Denial of Final Plats. The planning commission may deny approval of any final plat of the
783 subdivision of land if, after investigations conducted or recommendations by the public agencies
784 concerned, it is determined that one of the following factors exists in regards to the subdivision:
- 785 1. The land is subject to flooding or is topographically unsuitable for residential occupancy
786 or for such other use and the development or occupancy of which may increase the danger
787 of health, life, property or aggravate erosion or flood hazard to future occupants or the
788 general public; or
- 789 2. Inadequate drainage ways or public accessways exist, either on-site or off-site, to serve the
790 proposed development; or
- 791 3. A subdivision is proposed without frontage on a governmentally owned or maintained
792 street or road; or
- 793 4. The health department has determined that the soils on the site or the water supply serving
794 the subdivision is contaminated and development would pose a danger to the health and
795 safety of the public; or
- 796 5. The layout of the lots are such that intensive development of the site will create a safety
797 hazard to the future residents of the subdivision or to the general public; or

- 798 6. The proposed subdivision will not meet the floodplain regulations in Chapter 15.16 of Title
799 15, floodplain management ordinance; or
- 800 7. The proposed subdivision does not meet the requirements of this chapter and the applicant
801 is unable to receive a waiver or a variance.
- 802 F. Appeal of Final Plat Denial. All decisions of the planning commission to deny approval of a final
803 plat may be appealed to the city Board of Appeals ~~board of zoning appeals~~ in accordance with the
804 provisions of Chapter 16.52, Appeals, of this title.
- 805 G. Phased Approval. The final plat shall conform substantially to the preliminary plat as approved,
806 except that:
- 807 1. At the option of the subdivider, the final plat may cover only that portion of the approved
808 preliminary plat which the subdivider proposes to record at that time; provided, that all
809 requirements are met for the area included in the final plat.
- 810 2. If a final plat is submitted for only a portion of the area approved in the preliminary plat,
811 the subdivider shall have one year from the date of approval by the commission within
812 which to present a final plat or plats in substantial conformance with the approved
813 preliminary plat, covering that area or areas on the preliminary plat not already recorded
814 on the final plat.
- 815 3. The final subdivision of any future phase shall be in conformance with the city's
816 requirements in existence at the time the final plat is approved.

817 **16.52.010 Appeal to board of ~~zoning~~ appeals.**

- 818 A. Any person, officer or department of the city, aggrieved by any final ruling of the planning
819 commission on a preliminary or final plat as to the interpretation or application of the terms or
820 conditions of this title, may appeal in writing to the Board of Appeals ~~board of zoning appeals~~,
821 within ~~fifteen (15)~~ twenty-one (21) days after such final ruling.
- 822 B. Within ten days after the filing of the written appeal, the party appealing shall file with the Board
823 of Appeals ~~board of zoning appeals~~ a statement setting forth, with reasonable particularity, the
824 grounds for the appeal, including the error committed by the commission in taking the final action,
825 the relief sought, and the reasons why the final action appealed from should be reversed or
826 remanded. A copy of the statement shall be served on the commission. Failure to file the statement
827 is grounds for dismissal of the appeal.
- 828 C. The Board of Appeals ~~board~~ shall not hear any appeal to the city's construction and material
829 specifications or the construction standards requirements.
- 830 D. The board of ~~zoning~~ appeals shall hold a public hearing on all such appeals.
- 831 E. The Board of Appeals ~~board of zoning appeals~~ shall cause a notice of the public hearing to be
832 published in a newspaper of general circulation once a week for two consecutive weeks. The site
833 of all proposed subdivisions involved in any site specific appeal shall be posted.
- 834 F. Upon the hearing of such appeal, on the record, the final decision of the planning and zoning
835 commission shall be presumed by the Board of Appeals ~~board of zoning appeals~~ to be proper and
836 to best serve the public interest. The burden of proof shall be upon the appellant, or appellants, to
837 show that the decision or ruling complained of was arbitrary, capricious, discriminatory or
838 unsupported by any substantial evidence.
- 839 G. If the Board of Appeals ~~board of zoning appeals~~ finds that the decision of the commission was
840 improper under the provisions of this chapter, it shall have the power to affirm, modify, or reverse

841 in part or in whole any decision or ruling appealed from and remand any case for the entering of a
842 proper order or for further proceedings as the **Board** ~~board~~ shall determine.

843 H. The decision of the **Board of Appeals** ~~board of zoning appeals~~ shall be set forth in its minutes and
844 a notation of such action placed on the preliminary and final plat or both, together with the date of
845 the **Board's** ~~board's~~ action and signed by the secretary to the **Board** ~~board~~.

846 **16.52.020 Appeal to circuit court.**

847 Any person, officer, department or board of the city aggrieved by the decision of the **Board of Appeals**
848 ~~board of zoning appeals~~ and a party to the proceeding may appeal to the circuit court for Wicomico County,
849 Maryland, provided that the appeal is taken within thirty (30) days after the final decision has been rendered
850 by the **Board of Appeals** ~~board of zoning appeals~~.

851 **17.04.110 Word usage.**

852 For the purpose of this title, the following rules shall be observed and applied, except where the context
853 indicates otherwise:

854 A. Words used in the present tense shall include the future; words used in the singular number shall
855 include the plural, and the plural the singular.

856 B. The word "shall" is always mandatory and not discretionary. The word "may" is permissive.

857 C. Whenever a provision or regulation applies to a "building" or "structure," it shall be deemed to
858 apply to any part or portion of such building or structure.

859 D. The word "city" means the city of Salisbury, Maryland.

860 E. The word "board" means the board of ~~zoning~~ appeals for the city of Salisbury, Maryland.

861 F. The word(s) "commission" or "planning commission" shall mean the Salisbury-Wicomico County
862 Planning and Zoning Commission.

863 G. The word "council" shall mean the Salisbury city council.

864 H. The word "person" includes individuals, firms, corporations, partnerships, associations and all other
865 legal entities.

866 I. The word "used" and "occupied" shall be considered as though followed by the words "or changed,
867 intended or designed to be occupied or used."

868 J. Unless otherwise specified, all distances shall be measured horizontally, and setbacks shall be
869 measured from the curblin.

870 **17.04.120 Definitions.**

871 The following definitions have been used or considered in the construction of this title and shall be used in
872 its interpretation:

873 "Accessory apartment" means a dwelling unit, limited to no more than one bedroom, incorporated within a
874 single-family dwelling or its accessory building. The accessory apartment or the principal dwelling shall be
875 occupied by the owner(s) of the property on which the accessory apartment is located.

876 "Accessory use" means a use which is customarily incidental and subordinate to a principal use and which
877 is located on the same lot therewith.

878 "Adult arcade" means any place to which the public is permitted or invited wherein coin-operated or slug-
879 operated or electronically, electrically, or mechanically controlled still or motion picture machines,
880 projectors, videos, or other image-producing devices are maintained to show images to five or fewer persons

881 per machine at any one time, and where the images so displayed are distinguished or characterized by the
882 depicting or describing of specified sexual activities or specified anatomical areas.

883 "Adult cabaret" means any bar, dance hall, restaurant, or other place of business which features dancers,
884 go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers, or waiters
885 or waitresses that engage in specified sexual activities or display specified anatomical areas, or any such
886 business establishment, the advertising for, or a sign identifying which, uses the words, "adult," "topless,"
887 "nude," "bottomless," or other words of similar import. Any establishment in which employees perform
888 straddle dances is considered an adult cabaret.

889 "Adult entertainment business" means an adult arcade, adult cabaret, adult motion picture theater, adult
890 photographic and modeling studio, adult retail store, adult theater, sexual encounter center, or any other
891 business establishment whose primary business stock in trade is dependent upon the activities relating to
892 specified sexual activities, specified anatomical areas, private performances or straddle dances. An adult
893 entertainment business does not include a modeling class operated by a proprietary school, licensed by the
894 state of Maryland, a college, junior college, or university supported entirely or partly by taxation, or a
895 private college or university that maintains and operates educational programs in which credits are
896 transferable to a college, junior college, or university supported entirely or partly by taxation.

897 "Adult motion picture theater" means any commercial establishment where, for any form of consideration,
898 films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly,
899 commonly, habitually, or consistently shown that are characterized by the depiction or description of
900 "specified sexual activities" or "specified anatomical areas."

901 "Adult photographic and modeling studio" means any commercial establishment which offers or advertises,
902 as its primary business stock in trade, the use of its premises for the purpose of photographing or exhibiting
903 specified sexual activities or specified anatomical areas, or modeling of apparel that exhibits specified
904 anatomical areas, or modeling, demonstrating, or presenting any product or service for sale, in a private
905 performance setting, in which the model or sales representative exhibits specified anatomical areas.

906 "Adult retail store" means a commercial establishment that offers for sale or rental for any form of
907 consideration a significant amount of any one or more of the following:

- 908 1. Books, magazines, periodicals or other printed matter, or photographs, films, motion
909 pictures, video cassettes or video reproductions, slides, or other visual representations, that
910 depict or describe specified sexual activities or specified anatomical areas; or
- 911 2. Novelty items, games, greeting cards, instruments, devices, or paraphernalia that are
912 designed for use in connection with specified sexual activities.

913 "Adult theater" means a theater, concert hall, auditorium, or similar commercial establishment that
914 regularly, commonly, habitually, or consistently features persons who appear, in person, in a state of nudity,
915 and/or live performances that are characterized by the exposure of specified anatomical areas or by specified
916 sexual activities.

917 "Animal hospital" means facilities for the care and treatment of animals by a qualified veterinarian,
918 completely enclosed within a building.

919 "Animal shelter" means facilities for the seizure and impounding of all unlicensed or untagged dogs and
920 provision of shelter for lost, strayed or homeless animals.

921 "Apartment" means a dwelling unit, as defined herein.

922 "Apartment building" means a single residential structure designed and constructed to contain three or more
923 separate dwelling units, regardless of the internal arrangement of such units or the ownership thereof.

924 "Apartment, efficiency" means a dwelling unit consisting of not more than one habitable room together
925 with kitchenette and sanitary facilities.

926 "Apartment project" means a group of two or more apartment buildings constructed in accordance with a
927 comprehensive development plan.

928 "Bed and breakfast inn" means the renting of not more than three rooms in an owner-occupied dwelling for
929 lodging and serving of breakfast to not more than six casual and transient adult roomers (and the children
930 of those six adults), provided that:

- 931 1. The renting of such rooms for such purpose is incidental and subordinate to the principle
932 use of the dwelling;
- 933 2. No roomer's stay shall exceed fourteen (14) days in any six month period;
- 934 3. All meals and all amenities connected with the guest rooms shall be solely for use by the
935 owner, the owner's family and the owner's registered guests;
- 936 4. There shall be only one kitchen and no guest room shall include cooking facilities;
- 937 5. The owner shall maintain a guest register, shall preserve all registration records for no less
938 than three years, and shall consent to and thereafter make such records available
939 immediately to the housing official upon request;
- 940 6. The owner may display a single exterior sign, as provided for under section 17.216.060,
941 "sign standards"; and
- 942 7. The owner has been issued a permit for the use and operation of the owner occupied
943 dwelling as a bed and breakfast inn by the housing official pursuant to the requirements
944 established by ordinance.

945 "Boardinghouse/rooming house" means a building other than a hotel or restaurant where lodging and/or
946 meals are regularly furnished by prearrangement for which compensation is paid in advance.

947 "Building" means any structure used or intended for supporting or sheltering any use or occupancy.

948 "Building, accessory" means a building subordinate to, and located on the same lot with, a main building
949 and designed, intended or used as an accessory use.

950 "Building deficiencies" means any defect, deterioration or need for alteration in the structure or architectural
951 members of a structure, and shall include the following:

- 952 1. Defects which, under the housing or building code of the city of Salisbury, would require
953 removal;
- 954 2. Deterioration which cannot be corrected by normal maintenance;
- 955 3. Excessive minor defects which, when taken collectively, cause the building to have a
956 deteriorating or undesirable effect on the surrounding area;
- 957 4. "Inadequate" original construction or subsequent alteration;
- 958 5. Inadequate, unsafe or nonconforming plumbing, heating or electrical facilities.

959 "Building height" means the vertical distance from the grade to the top of the highest roof beams of a flat
960 roof or to the mean level of the highest gable or slope of a hip roof. When a building faces on more than
961 one street, the height shall be measured from the average of the grades at the center of each street front.

962 "Building inspector" means the department of building, permitting and inspections, and the duly designated
963 building official.

964 "Building supply and lumber yard" means the sale and storage of supplies and materials used in construction
965 or repair of buildings, but not to include stockpiling, storage or sale of sand, gravel, cement or similar
966 materials.

967 "Business center" means a group of buildings for business use arranged on a parcel of land or on a group
968 of individual lots in accordance with a predetermined development plan.

969 "Care home" means a facility established to render domiciliary care for eleven (11) or more chronic or
970 convalescent patients, which includes common features and services, including assistance with daily
971 activities. This category includes assisted-living facilities, rest homes, and nursing homes. This category
972 excludes group domiciliary care facilities and group homes, as defined by this chapter.

973 "Church" means an institution that people regularly attend to participate in or hold religious services,
974 meetings, and other activities. The term shall include buildings and all customary accessory activities
975 including but not limited to a chapel, day care center, school of general instruction, gymnasium, or social
976 hall.

977 "Club," "lodge" and "fraternal organization" mean a nonprofit organization whose premises are restricted
978 to members or guests, excluding a fraternity or sorority house.

979 "Cluster development" means a residential development constructed in accordance with a comprehensive
980 development plan, permitting reduction and modification of lot area and size, provided that any reduction
981 in area is retained as open space. Cluster development provides for the grouping of lots and open space in
982 predetermined areas on the tract as an alternative to traditional zoning, while maintaining the established
983 density of development for the district in which the cluster development is located.

984 "Commercial auction" means the sale of any article or property, excluding animals and farm produce, by
985 auction, conducted entirely within the confines of a building so that noise from within the building does not
986 pass beyond the lot lines, and provided that there is no outside storage of inventory or property to be sold
987 at said auction on the same or contiguous lots.

988 "Common open space" means open space within the boundaries of a development, designed and set aside
989 for use by all residents or a designated portion of residents of the development under the bylaws of an
990 association.

991 "Community impact statement" includes the following:

992 A. A marketing study related to the type of development proposed; e.g. retail marketing, housing
993 market, transient housing, etc. This study shall include an estimate of existing need and reasonable
994 forecast of future demand for the kind of development proposed. It will be used to determine that
995 extent of existing facilities of a type similar to that proposed and used to estimate when
996 development may be needed in the community;

997 B. An impact study related to the quantity and kind of improvement and service to be provided by the
998 community for the proposed development. This study should include an estimate of revenue to the
999 community from proposed development and an estimate of the cost of improvements and services
1000 required to serve the development. The cost of improvements shall include those immediately
1001 needed to serve the development and those that may be needed in the future. The impact study
1002 related to services and improvements should include, where applicable, but not be limited to
1003 services and improvements, such as schools, utilities, including sewage, water mains, and storm
1004 drains, streets, traffic signals, police and fire protection, refuse collection and disposal, recreation
1005 facilities and any other service to be provided by the city;

1006 C. An environmental impact statement related to the effect of proposed development on natural
1007 drainage channels and streams, natural growth, soils, air and water quality, etc., and a statement
1008 related to the effect of the proposed development on the use and development of adjoining property
1009 and the general neighborhood. This statement should include such considerations as the effects of
1010 noise, dust, odor, traffic, lighting, smoke, erosion, sediment control, flooding, change in natural
1011 ground cover, etc.

1012 "Community shopping center" means a shopping center containing between one hundred thousand one
1013 (100,001) and three hundred thousand (300,000) square feet in gross floor area.

1014 "Compact concrete dispenser" means a concrete dispenser that does not exceed a mix of twenty-five (25)
1015 cubic yards of concrete per hour, and a height of thirty (30) feet.

1016 "Comprehensive development plan" means a comprehensive set of plans, specifications and measures for
1017 either private or public development, such as but not limited to townhouse development, apartment project,
1018 shopping center or other such development permitted in this code. The development plan shall include:

1019 A. A preliminary comprehensive development plan, at the option of the applicant, showing the design
1020 of the development or project in sketch form drawn to scale prior to preparation of the final
1021 comprehensive development plan;

1022 B. A site plan showing the location of all streets, pedestrian ways, rail lines, utility systems and
1023 buildings;

1024 C. Any restrictions to be included in the sale or lease of land for parking, building locations, property
1025 maintenance, sign control and any other protective measures;

1026 D. A schedule, timetable or proposed phasing for the development of streets, grading, utility
1027 installation, rail facilities, docking facilities or other improvements to be provided for the project
1028 area and occupants thereof;

1029 E. A statement of intent to proceed and financial capability of the developer or sponsor;

1030 F. A community impact statement as defined in this section.

1031 "Comprehensive site plan" means a plan, drawn to scale, which shows the proposed location and
1032 dimensions of all roads, vehicular and pedestrian accessways, buildings, building footprints, parking areas,
1033 including the type and size of all spaces, open spaces, landscaping, recreation facilities, natural features,
1034 drainage ways, fire-fighting facilities, existing zoning, abutting property owners, stormwater management
1035 areas, setbacks from all property lines, on-site loading and unloading spaces and recreational facilities, as
1036 well as any on-site refuse disposal or recycling areas and facilities or both as may be required by the city
1037 together with measures necessary to provide screening in accordance with the requirements of chapter
1038 17.220.

1039 "Construction contractor's equipment, supplies, plant or storage yard" means the storage or keeping of
1040 construction equipment, machinery or supplies which are for use by a construction contractor.

1041 "Construction contractor's establishment" means an establishment where a construction contractor conducts
1042 his business, including the indoor storage of materials used in the conduct of business.

1043 "Convenience store" means a neighborhood-serving retail sales establishment wherein groceries and other
1044 miscellaneous convenience items may be purchased by residents of the neighborhood which it serves.

1045 "Cultivation of land" means the use of land for agricultural purposes limited to raising field crops,
1046 horticulture and accessory uses, but excluding animal husbandry.

1047 "Custom repair and service shop" means a shop for the repair and servicing of small appliances, televisions
1048 or other household goods, excluding repair and servicing of any type requiring other than pickup trucks and
1049 vans for delivery, and excluding repair and servicing of any type of vehicle.

1050 "Day-care center" means any place, however designated, licensed by the appropriate state or county health
1051 or welfare agency that, for part or all of a day, or on a twenty-four-hour basis on a regular schedule, and at
1052 least twice a week, offers or provides child care to children who do not have the same parentage except as
1053 otherwise provided for in law or regulation.

1054 "Day-care facilities for the elderly and handicapped" means any place, however designated, providing
1055 training, guidance, counseling and care for the elderly and handicapped during any part of the day, but not
1056 to include rest and nursing homes, convalescent homes, or domiciliary care for chronically ill or
1057 convalescents.

1058 "Day-care service" means any type of child care, provided on a full-time, part-time or temporary basis,
1059 including a day-care center, which is approved, endorsed or licensed by the appropriate state or county
1060 agency.

1061 "Density" means the maximum number of dwelling units which are permitted in a given area.

1062 "Developed open space" means that portion of common open space within the boundaries of a development
1063 improved for recreational purposes, such improvements to include but not be limited to areas for passive
1064 recreation, parks, bridle paths, play lots and playgrounds and sports facilities, such as tennis and
1065 shuffleboard courts, golf courses, boating docks and community buildings.

1066 "Dormitory housing" means a building or group of buildings containing rooms forming habitable units
1067 which are used or intended to be used for living and sleeping by persons enrolled or participating in an
1068 academic or other institution, but not for cooking or eating purposes.

1069 "Dwelling" means a building or portion thereof used for residential occupancy, including single-family,
1070 two-family and three-family, but not including hotel, motel or other accommodations used for transient
1071 occupancy.

1072 "Dwelling, duplex" means the same as semidetached dwelling.

1073 Dwelling, Multifamily. See "apartment" and "townhouse" definitions.

1074 "Dwelling, patio" means one building arranged or designed as one dwelling unit to either abut one side lot
1075 line, hereinafter called the zero lot line, or be within three feet of a lot line, but no portion of which is to
1076 encroach upon any adjoining lot other than provided for in section 17.200.020(A), Note b, and separated
1077 from any other building or structure by space on all sides.

1078 "Dwelling, semidetached" means a building arranged or designed to contain two abutting single-family
1079 dwelling units, separated from each other by a vertical party wall, and separated from any other building or
1080 structure by space on all sides.

1081 "Dwelling, single-family" means a dwelling containing one dwelling unit.

1082 "Dwelling, single-family attached" means a dwelling which is joined to another dwelling at one or more
1083 sides by an approved party wall or walls.

1084 "Dwelling, single-family detached" means a dwelling arranged or designed for occupancy for only one
1085 family which is not attached to any other dwelling.

1086 "Dwelling, three-family" means a dwelling containing three dwelling units.

1087 "Dwelling, two-family" means a dwelling containing two dwelling units.

1088 "Dwelling unit" means a single unit providing complete independent facilities for occupancy by one family
1089 and containing permanent provisions for living, sleeping, eating, cooking and sanitation (bathroom).

1090 "Environmental deficiencies" means those deficiencies which affect the living standards of the persons
1091 occupying the premises, and shall include the following:

1092 A. Overcrowding or improper location of structures on the land which are evidenced through violation
1093 of setbacks and/or yard restrictions;

1094 B. Excessive dwelling density or density that exceeds that permitted in the district;

- 1095 C. Obsolete building types (i.e., large residential buildings or other buildings which, through lack of
1096 maintenance, have a blighting influence);
- 1097 D. Detrimental land use or conditions such as incompatible uses, structures in mixed use not permitted
1098 by this chapter or adverse influence from noise, smoke, fumes or traffic;
- 1099 E. Unsafe, congested, poorly designed or otherwise deficient streets (i.e., streets not in conformance
1100 with current city standards);
- 1101 F. Inadequate public utilities or community facilities contributing to unsafe living conditions or
1102 economic decline.

1103 "Family" means and includes, subject to the exceptions stated below:

1104 I. A core consisting of one person living alone or one of the following groups living as a single
1105 housekeeping unit:

1106 A. Two or more persons who are related by blood, marriage, adoption, guardianship or other
1107 duly authorized custodial relationship, such as foster children, placed by an agency licensed
1108 to operate in Maryland;

1109 B. Up to a maximum of four persons who are not so related, hereinafter referred to as
1110 "unrelated persons" provided, however, that:

1111 1. a. Any existing lawful occupancy, in any dwelling or dwelling unit, including an
1112 apartment, in an R-5, R-8 or R-10 district or in Spring Chase PRD No. 1, the maximum
1113 shall be two unrelated persons, not including the children of either of them, after December
1114 16, 2002, subject to the occupancy permitted by subsections (I)(B)(1)(b) and (c) of this
1115 section.

1116 b. Any existing lawful occupancy, in any dwelling or dwelling unit, including an
1117 apartment in an R-5, R-8 or R-10 district, or Spring Chase PRD No. 1, the maximum shall
1118 be three unrelated persons, not including the children of either of them, if the dwelling or
1119 dwelling unit was occupied by three unrelated persons, during the one year period prior to
1120 December 16, 2002. The occupancy may continue as a nonconforming use. In an
1121 apartment, the maximum occupancy shall not exceed the number of unrelated persons set
1122 forth in subsection (I)(B)(1)(c) of this section.

1123 c. Any existing lawful occupancy, in any dwelling or dwelling unit, including an
1124 apartment in an R-5, R-8 or R-10 district, or Spring Chase PRD No. 1, the maximum shall
1125 be four unrelated persons, not including the children of either of them, if the dwelling or
1126 dwelling unit was occupied by four unrelated persons, during the one year period prior to
1127 December 16, 2002, and meets the requirements of section 15.24.1600. The occupancy
1128 may continue as a nonconforming use. In an apartment, the maximum occupancy shall not
1129 exceed the number of unrelated persons set forth in subsection (I)(B)(2) of this section.

1130 d. The following lots are exempt from the occupancy restriction set forth in
1131 subsection (I)(B)(1)(a) of this section: all dwelling units shown on an approved final
1132 comprehensive development plan; and where the total land area shown thereon is subject
1133 to a special exception granted by the board of zoning appeals prior to December 23, 2002;
1134 and for which the director of building, housing and zoning has determined that the units
1135 were proposed and constructed primarily for student housing.

1136 2. In any district other than an R-5, R-8 or R-10 district, in an apartment or any
1137 attached dwelling unit, except a townhouse or duplex dwelling, the maximum shall be the
1138 following number of unrelated persons not including the children of any of them:

1139 Two - in an efficiency or one bedroom unit;

1140 Three - in a unit having two or more bedrooms; or
1141 Four - in any unit constructed after November 25, 2002 (effective date of
1142 Ordinance No. 1864) having two or more bedrooms, if the entire parcel or tract of
1143 land on which it is located complies with the off-street parking requirement in
1144 effect when it was completed.

1145 All dwelling units shall comply with parking code requirements.

1146 C. 1. A group of not more than four persons who are approved by the Department of
1147 Neighborhood Services and Code Compliance pursuant to section 15.24.1620(1) as a
1148 "functional family," and

1149 2. A group of four or more disabled persons (as defined by the Americans with Disability
1150 Act), who are approved by the Department of Neighborhood Services and Code
1151 Compliance pursuant to section 15.24.1620(2).

1152 II. In addition to its core member(s) a family may include:

1153 A. One or more persons who provide health care or assisted living services to any core
1154 member of the family that are essential to the health, safety or general well-being of such
1155 core member, by performing such services at least eight hours each day.

1156 B. One or more domestic servants who perform personal or household services at the dwelling
1157 or dwelling unit at least eight hours each day.

1158 C. In the case of an owner-occupied dwelling unit in an R-5, R-8 or R-10 district, one person
1159 who is not a core member of the family, provided that no more than two unrelated persons, not
1160 including any permitted provider of health care or assisted living services, may reside in the
1161 dwelling.

1162 III. A "family" may not include or consist in whole or in part of:

1163 A. Any society, club, fraternity, sorority, association, lodge, federation, or like organization.

1164 B. Occupants of a rooming house or boarding house.

1165 C. Persons whose association as a group is temporary or seasonal in nature.

1166 D. Persons living in a group arrangement as a result of criminal conduct.

1167 IV. The "family" definition shall be applied to occupancy in accordance with the requirements of state
1168 and federal law.

1169 "Family day-care home" means any dwelling unit either licensed or registered by the appropriate state
1170 and/or county health or welfare agency to provide care for no more than eight children separated from their
1171 parents or guardians during any part of the day and occupied by the family of the licensee, provided that
1172 written consent is obtained from the owner(s) of the unit and owner(s) of any attached dwelling units. Any
1173 such consent may be withdrawn after thirty (30) days' written notice by the owner of said unit to the day-
1174 care home operator.

1175 "Floodplain" means a relatively flat or low land area adjoining a river, stream or watercourse, which is
1176 subject to partial or complete inundation, or any area subject to the unusual and rapid accumulation of
1177 runoff of surface waters or from tidal action or from any source, and specifically including those areas
1178 subject to the United States Department of Housing and Urban Development, Federal Insurance
1179 Administration, Flood Hazard Rate Maps (Flood Hazard Boundary Maps) for the city of Salisbury.

1180 "Floor area, gross" means the floor area within the perimeter of the outside walls of the building under
1181 consideration, without deduction for hallways, stairs, closets, thickness of walls, columns or other features.

1182 "Fraternity" or "sorority" means a private club maintained exclusively for members affiliated with an
1183 academic or professional college or university or other recognized institution of higher learning, wherein
1184 members may reside and conduct social activities.

1185 "Gross leasable area" means the total floor area of a building designed for tenant occupancy and exclusive
1186 use, including basements, mezzanines and upper floors, expressed in square feet and measured from the
1187 center line of joining partitions and from outside wall faces. It is all that area on which tenants pay rent.

1188 "Gross tract area" means the area of land within the boundaries or property lines of a proposed development.

1189 "Group domiciliary care facility" means a facility which does not constitute a group home and which
1190 provides lodging and residence services in a single dwelling which is occupied by ten or fewer unrelated
1191 persons, including support personnel and that provides service and supervision by licensed operators in
1192 accordance with federal, state and local laws, regulations and requirements. Residents shall be the elderly
1193 or persons protected by reason of handicap or familial status under the Federal Fair Housing Act, as
1194 amended, or Maryland housing discrimination statutes. As permitted by 32 U.S.G.S. section 3604(f)(9), the
1195 residents of a group domiciliary care facility shall not include any person who, during his term of residence
1196 at such facility, commits a violent act or causes substantial physical damage to the property of others, and
1197 any such person must be removed from such facility.

1198 "Group home" means a facility providing housing facilities and/or rehabilitation in a single dwelling for
1199 not more than ten persons, including support personnel, for persons who need specialized housing,
1200 treatment and/or counseling service because of delinquency or criminal rehabilitation, such as a criminal
1201 half-way house, current addiction to or illegal use of a controlled substance, or a type of mental illness that
1202 involves or has involved behavior related to violent felony crime. Residents are provided service and
1203 supervision by licensed operators in accordance with federal, state and local laws, regulations and
1204 requirements. Treatment and counseling shall be limited to the residents of the dwelling. The residents of a
1205 group home shall not include any person who, during his term of residence at such facility, commits a
1206 violent act or causes substantial physical damage to the property of others, and any such person must be
1207 removed from such home.

1208 "Hairdresser shop" means a barbershop or beauty shop, or combination thereof.

1209 "Home occupation" means an accessory use conducted entirely within a detached single-family dwelling
1210 or its residential accessory building, which is clearly incidental and secondary to the use of the property for
1211 residential purposes and which does not change the character thereof, and provided that:

1212 A. No person other than members of the family residing on the premises shall be engaged in such
1213 occupation;

1214 B. There shall be no change in the outside residential appearance of the building or premises or other
1215 visible evidence of the conduct of such home occupation other than one sign, not exceeding one
1216 square foot in area, nonilluminated and mounted flat against the exterior of the building;

1217 C. Electrical or mechanical equipment which creates visible or audible interference in radio or
1218 television receivers or causes fluctuation in line voltage outside the dwelling or which creates noise
1219 not normally associated with residential uses shall be prohibited;

1220 D. No vehicle or pedestrian traffic shall be generated by the home occupation greater than normal for
1221 the district in which it is located;

1222 E. To the extent that there is any sale of any item related to a home occupation, no delivery of that
1223 item to the buyer shall occur on or adjacent to the premises;

1224 F. No storage or display of materials, goods, supplies or equipment related to the operation of a home
1225 occupation shall be visible from the outside of any structure located on the premises.

- 1226 "Home office" means an accessory use conducted entirely within a room(s) located in a detached single-
1227 family dwelling, provided that:
- 1228 A. The dwelling is the bona fide residence of the principal practitioner;
 - 1229 B. There is no more than one employee or person engaged in or serving the business other than the
1230 principal practitioner;
 - 1231 C. There shall be no change in the outside residential appearance of the dwelling or premises or other
1232 visible conduct of such office other than one sign, not exceeding one square foot in area,
1233 nonilluminated and mounted flat against the exterior of the dwelling;
 - 1234 D. There shall be no mechanical or electrical equipment used that will interfere with use of adjoining
1235 properties;
 - 1236 E. There is no outside storage or display of any material visible outside the dwelling;
 - 1237 F. Parking is provided only between the front building line and the rear lot line;
 - 1238 G. There is no outside storage of trucks or vans used in conduct of the business.
- 1239 "Hotel," "motel" or "motor hotel" means an establishment where sleeping accommodations for transient
1240 customers are provided.
- 1241 "Housing for the elderly and handicapped" means a dwelling specifically designed for the needs of the
1242 elderly and/or handicapped person or persons and conforming to the requirements of state and/or federal
1243 programs providing for housing for the elderly and/or handicapped.
- 1244 "Housing inspector" means the department of neighborhood services and code compliance and the duly
1245 designated housing official.
- 1246 "Industrial auction" means the sale of animals, farm produce or any article or property by auction, conducted
1247 on a lot without regard to whether there may be outside storage of inventory or property to be sold or
1248 whether the auction is conducted within a building or in the open.
- 1249 "Industrial vocational training school" means a public or private school which trains students in industrial
1250 skills.
- 1251 "Junkyard" means any area, lot, land, parcel, building or structure or part thereof used for the storage,
1252 collection, processing, purchase, sale or abandonment of wastepaper, rags, scrap metal or other scrap or
1253 discarded goods, materials, machinery or unregistered, inoperable motor vehicles, marine equipment and/or
1254 vessels or other type of junk.
- 1255 "Kennel" means any place in or at which any number of dogs or cats are kept for the purpose of sale or in
1256 connection with the boarding, care or breeding, for which any fee is charged.
- 1257 "Landscaping" means a combination of grass and shrubs and/or trees and other decorative plantings,
1258 materials, statues, fountains and other special features as may be approved by the planning commission.
- 1259 "Liquor store" or "liquor dispensary" means any establishment or business which keeps for sale or sells
1260 liquor in any quantity and delivers the same in a sealed package or container which is not to be opened nor
1261 its content consumed on the premises where sold.
- 1262 "Lot" means land occupied or to be occupied by a building and any building accessory thereto or by a
1263 building group and any buildings accessory thereto, with open space and land area required by this chapter,
1264 and having its principal frontage on a public street or public way or on a private right-of-way or easement
1265 as approved by the planning commission and/or council.
- 1266 "Lot area" means the total horizontal area included within lot lines.
- 1267 "Lot, corner" means a lot at the junction of and abutting on two or more intersecting streets.

1268 "Lot coverage" means the percentage of land permitted by this chapter to be covered by a building or
1269 buildings.

1270 "Lot depth" means the average horizontal distance between the front lot line and rear lot line for an interior
1271 lot. In the case of a corner lot, the lot depth is the greater of the average horizontal distances between the
1272 front lot lines and the respective side lot line opposite each.

1273 "Lot frontage" means the side(s) of a lot abutting a street(s); on a corner lot, the shortest side that abuts a
1274 street; where sides are of equal length, the side fronting on the street having the longest frontages within
1275 the same block.

1276 "Lot, interior" means any lot other than a corner lot.

1277 "Lot lines" means lines bounding a lot as hereinafter described:

1278 A. "Front" means the line running along the front of a lot and separating it from the street. In a through
1279 lot, both lines abutting streets are deemed front lot lines.

1280 B. "Rear" means the line generally opposite or parallel to the front lot line, except in a through lot. If
1281 a rear lot line is less than ten feet long or if the lot comes to a point at the rear, the rear lot line shall
1282 be deemed to be a line at least ten feet long, lying wholly within the lot parallel to the front lot line,
1283 or if the front lot line is curved, parallel to the chord of the arc of said front lot line.

1284 C. "Side" means any lot line other than a front or a rear lot line.

1285 "Lot of record" means land designated as a separate and distinct parcel of land on a legally recorded
1286 subdivision plat or in a legally recorded deed filed in the land records of Wicomico County.

1287 "Lot, through" means an interior lot fronting on two streets.

1288 "Lot width" means the mean horizontal distance between the side lot lines of a lot measured at the
1289 setback/building line.

1290 "Marina" means a facility for the docking, storage, servicing and sale of recreational boats.

1291 "Medical-care facility" means a facility, however designated, providing medical treatment and short-term
1292 inpatient care, other than a hospital or medical clinic.

1293 "Mixed-use building" means a building or structure of less than fifteen thousand (15,000) square feet
1294 containing two or more different uses.

1295 "Mobile home" means a detached residential unit containing not less than five hundred (500) square feet of
1296 gross livable floor area in the original manufactured unit, designed and intended for repeated or periodic
1297 transportation in one or more sections on the highway, on a chassis which is permanent or designed to be
1298 permanent, and arriving at the site where it is to be occupied, complete and ready for occupancy except for
1299 minor and incidental unpacking and assembly of sections, location of jacks or other foundations, connection
1300 to utilities and the like. Units commonly known as "double-wides" and any unit classified by an applicable
1301 financing or construction standard, including without limitation, the United States Department of Housing
1302 and Urban Development Regulations, State of Maryland Department of Economic and Community
1303 Development Regulations or state or federal law, as such laws or regulations are in effect as of the date of
1304 passage hereof, as a mobile home shall be considered mobile homes. The placing of a mobile home on a
1305 permanent foundation or the construction of additions, porches and the like shall not change the
1306 classification of such mobile home. Recreational trailers and vehicles and modular homes are not
1307 considered as mobile homes.

1308 "Mobile home park" means any lot, parcel or tract of land planned, developed and improved for the
1309 placement of three or more mobile homes on a permanent or semi-permanent basis.

1310 "Modular home" means a detached residential unit built to a recognized building code, containing not less
1311 than five hundred (500) square feet of gross livable floor area in the original manufactured unit, designed
1312 and intended for delivery by transportation on the highway for permanent assembly on a permanent and
1313 separately constructed foundation. A modular home may be considered a single-family dwelling. A modular
1314 home must meet the requirements and definitions of the Maryland Industrialized Buildings and Mobile
1315 Homes Act as in effect as of the date of passage hereof.

1316 "Multi-use facility" means two or more similar or different uses on a lot or parcel that are conducted in
1317 physically separate areas and permitted inherently or otherwise in the district in which located, provided
1318 that the lot or parcel and improvements thereon satisfy the total parking, lot area and other requirements of
1319 the uses; the facility shall not be deemed to be a shopping center if the total floor area of the uses in which
1320 the principal activity is on-site retail sales does not exceed one-third of the gross floor area of the entire
1321 facility.

1322 "Neighborhood shopping center" means a shopping center not exceeding one hundred thousand (100,000)
1323 square feet in gross floor area.

1324 "Net tract area" means the gross project area less the area of land devoted to streets.

1325 "Nonconforming use, structure, lot and dwelling." See chapter 17.16.

1326 "Nudity" or "state of nudity" means the visibility or exposure of a human bare buttock, anus, anal cleft or
1327 cleavage, pubic area, male genitals, female genitals, or vulva, with less than a fully opaque covering; or a
1328 female breast with less than a fully opaque covering of any part of the areola; or human male genitals in a
1329 discernibly turgid state even if completely and opaquely covered.

1330 "Nursery school" means a licensed establishment providing care and an educational program under the
1331 jurisdiction of and accredited by the state Board of Education to up through second grade aged children.

1332 "Open space" means the portion of a tract of land within the boundaries of a development not covered by
1333 principal and accessory buildings, parking lots, streets and utility structures, except buildings and structures
1334 for recreational use.

1335 "Outdoor advertising structure" means any structure which contains a sign, poster, panel, billboard, painted
1336 bulletin or any other structure, device, surface or display which advertises or displays any other message
1337 related to a business, profession, commodity, service or entertainment or event conducted, sold or offered
1338 elsewhere than on the premises where the advertising structure is located.

1339 "Outdoor storage yard" means the keeping or storing, other than in a wholly enclosed building, of goods,
1340 items, materials or merchandise, except for scrap materials, debris, or a junkyard.

1341 "Parks" and "playgrounds, public and private" means recreation facilities, such as picnic areas, ballfields,
1342 basketball and tennis courts, etc., not operated for profit.

1343 "Pet-grooming shop" means an establishment wherein pets may be bathed, clipped or otherwise groomed,
1344 but not to include facilities for overnight care, boarding, breeding or medical treatment.

1345 "Plat" means a sketch, map or survey of a lot(s), tract or parcel of land, indicating lot lines, street rights-of-
1346 way and easements, with the dimensions of these features inscribed thereon.

1347 "Principal use" means the principal purpose for which a lot or the main building or structure thereon is used,
1348 occupied or maintained.

1349 "Private club" means an association for civic, social, cultural, religious, literary, fraternal, political,
1350 recreational, or like activities, which is operated for the benefit of its members and not open to the general
1351 public.

1352 "Private performance" means the modeling, posing, or display or exposure of any specified anatomical area
1353 by an employee of an adult entertainment business to a person other than another employee, while the

1354 person is in an area not accessible during such display to all other persons in the establishment, or while the
1355 person is in an area in which the person is totally or partially screened or partitioned during such display
1356 from the view of persons outside the area.

1357 "Public" or "private utility buildings and uses" means facilities and structures owned or maintained by a
1358 government, a public or private agency or a public or private utility company for the purpose of and directly
1359 necessary for rendering or providing communication, electric, gas, sewer, water or comparable service of a
1360 public utility nature, and in fact used in the rendition of such service. Nothing in this title or amendment
1361 thereto is intended to limit or restrict the use of property in any zone for poles, mains, pipes, conduits or
1362 wires erected and maintained for the transmission and distribution of electric energy over wires for any
1363 lawful purpose or gas to customers for such energy or municipal water or sewer services or any equipment
1364 or device necessary or incident to such use or uses.

1365 "Public utility operation center" means facilities, structures and any or all uses directly relating to the
1366 operation and maintenance of a public utility:

1367 A. Including, but not limited to:

- 1368 1. Operating utility system controls;
- 1369 2. Business offices and associated accessory uses;
- 1370 3. Indoor and outdoor repair, maintenance and/or storage of motor vehicles and utility
1371 construction and maintenance equipment; and associated storage of fuels, lubricants,
1372 coolants and fluids and substances, not for sale to the public;
- 1373 4. Indoor and outdoor assembly, repair, maintenance, testing and storage of utility system
1374 components, equipment, tools and supplies; and;
- 1375 5. Staging area for contractors constructing, repairing, and/or maintaining the utility system;
- 1376 6. And may include a solar farm.

1377 "Recreational establishment, indoor" means billiard parlor, bowling alley, skating rink, tennis or racquetball
1378 center, automatic amusement device center, swimming pool, convention hall and other similar indoor
1379 recreational uses.

1380 "Recreational establishment, outdoor" means miniature golf course, amusement park, private zoo,
1381 kiddieland ride, driving range, sports stadium, arena and other similar outdoor recreational uses.

1382 "Recreational vehicle" means any type of vehicle, whether self-propelled, vehicle-mounted or vehicle-
1383 pulled, used for camping or recreational purposes, including but not limited to pickup campers, motor
1384 homes, tent campers and travel trailers.

1385 "Regional shopping center" means a shopping center containing more than three hundred thousand
1386 (300,000) square feet in gross floor area.

1387 "Restaurant" means any establishment of which the principal business is the sale of food and of which the
1388 principal method of operation is to serve food ordered from a menu to seated customers at a table, booth or
1389 counter inside the establishment. However a snack bar or refreshment stand at a public or nonprofit
1390 community swimming pool, playground or park, operated solely for the convenience of patrons of the
1391 facility, shall not be deemed to be a restaurant.

1392 "Restaurant, fast-food" means any establishment where ready-to-eat food primarily intended for immediate
1393 consumption is available upon a short waiting time and packaged or presented so that it can readily be eaten
1394 outside the premises where it is sold and where facilities for on-premises consumption of food are
1395 insufficient for the volume of food sold.

1396 "Restaurant, fast-food cafeteria" means any establishment where ready-to-eat food is available upon a short
1397 waiting time and served to customers on a tray through a cafeteria line for consumption at a table, booth or
1398 counter inside the establishment.

1399 "Restaurant, fast-food carry-out" means any establishment where ready-to-eat food primarily intended for
1400 immediate consumption is available upon a short waiting time and packaged or presented so that it can
1401 readily be eaten away from the premises where it is sold and where there are no facilities for on-premises
1402 consumption of food.

1403 "Restaurant, fast-food drive-in" means any establishment where ready-to-eat food primarily intended for
1404 immediate consumption is available upon a short waiting time and packaged or presented so that it can
1405 readily be eaten outside the premises and whose principal method of operation is to serve food to customers
1406 in motor vehicles.

1407 "Resubdivision" means a subdivision which has been altered by changing of a line, bearing or other
1408 measurement and which is subsequently platted and recorded in a legal manner.

1409 "Retail establishment" means a structure containing one retail use or several uses under one ownership in
1410 one structure or within one unit of a structure from which merchandise is sold to the general public including
1411 the rendering of services incidental to the sale of such merchandise.

1412 "Satellite simulcast betting facility" includes any place where pari-mutuel betting occurs on any race that
1413 is simulcast from any type of sending track by either thoroughbred or harness racing or any other type of
1414 human, animal or vehicle racing; or on any other type of sporting event. This definition also includes any
1415 place known as an off-track betting (OTB) facility. No such facility shall be allowed in any city zoning
1416 district.

1417 "School of general instruction" means a public, parochial or private school or college providing regular
1418 instruction at least five days a week (except for holidays) for a normal school year, but not including a
1419 school of special instruction, a nursery school, unless conducted as part of a school of general instruction,
1420 or a riding school.

1421 "School of special instruction" means a school primarily devoted to giving instruction in vocational,
1422 professional, commercial, musical, dramatic, artistic, linguistic, scientific, religious or other special
1423 subjects, but not including a nursery school, or a riding school.

1424 "Screening" means landscaping, berms or fencing, or any combination thereof, designed to obstruct view
1425 of a particular use.

1426 "Self storage" means a facility used for the purpose of renting or leasing secure, interior, individual storage
1427 space. This may include rooms, compartments, and lockers in which individuals store and remove their
1428 own goods, records, and personal property on a self-service basis. This definition does not preclude such
1429 self storage from inclusion within other use categories (i.e. warehousing).

1430 "Setback/building line" means a line parallel to the front lot line beyond which no principal building or
1431 structure is permitted to extend.

1432 "Sexual conduct" means any and all acts or conduct which include, involve, or which display, exhibit, or
1433 simulate the following:

- 1434 1. Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, or any sexual
1435 acts which are prohibited by law;
- 1436 2. The touching, caressing, and/or fondling of the breast, buttocks, anus, or genitals; or
- 1437 3. The displaying of the breasts, buttocks, pubic hair, anus, vulva or genitals.

1438 "Sexual encounter center" means a commercial enterprise that, as one of its principal business purposes,
1439 offers for any form of consideration:

- 1440 1. Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or
1441 2. Activities between persons of the opposite sex and/or persons of the same sex when one or more
1442 of the persons is in a state of nudity.
- 1443 "Shopping center" means two or more commercial establishments either in one structure or in two or more
1444 separate structures built on one parcel of land that is planned and developed as an operating unit related in
1445 location, size and type of shops to the trade area that the center is designed to serve; it provides common
1446 on-site parking access and other amenities in definite relationship to the type and total size of the center.
- 1447 A. "Neighborhood" means a shopping center not exceeding thirty thousand (30,000) square feet in
1448 gross floor area.
- 1449 B. "Community" or "Regional" means a shopping center exceeding thirty thousand (30,000) square
1450 feet in gross floor area.
- 1451 Sign. See chapter 17.216.
- 1452 "Significant amount" means the following:
- 1453 1. At least fifteen (15) percent of the stock in the establishment or on display consists of adult
1454 entertainment or material;
- 1455 2. At least fifteen (15) percent of the area used for the display or storage of merchandise on the floor,
1456 walls, or vertical display area of the cabinets, shelves or racks which rise from the floor (or any
1457 combination thereof which is at least fifteen (15) percent of the area used for display or storage) is
1458 used for the display or storage of adult entertainment or material or houses or contains devices
1459 depicting, describing, or relating to adult entertainment or material; or
- 1460 3. At least fifteen (15) percent of the gross revenue is, or may reasonably be expected to be, derived
1461 from the provision of adult entertainment or material.
- 1462 "Site plan" means a detailed plan of development showing the arrangement of any building(s) in relation to
1463 parking, streets, entrances, exits, open space and adjoining properties, with all information relevant to size
1464 of area, number of parking spaces and square footage of buildings, etc., inscribed thereon in addition to any
1465 other pertinent information as may be required by a specific section of this code.
- 1466 "Solar farm" means a utility-scale energy generation facility, principally used to convert solar energy to
1467 electricity for the primary purpose of use by the owner and/or wholesale and/or retail sales of said
1468 electricity.
- 1469 "Special exception" means a land use authorized by the board of ~~zoning~~ appeals pursuant to the provisions
1470 of this title and subject to standards and conditions set forth for such use. It is a use which has been
1471 legislatively predetermined to be conditionally compatible with uses permitted as of right in a particular
1472 zoning district, the conditions being that the board of ~~zoning~~ appeals must, in each case, decide under the
1473 standards set forth in chapter 17.232 whether the presumptive compatibility in fact exists.
- 1474 "Specialty shop" means a shop for the sale of antiques/collectibles or handicraft and supplies, including
1475 artwork, leatherwork, pottery, needlework or similar items which may be made on the premises.
- 1476 "Specified anatomical areas" means the following:
- 1477 1. Less than completely or opaquely covered:
- 1478 a. Human genitals or pubic region;
- 1479 b. Entire cleft of the male or female buttocks. Attire which is insufficient to comply with this
1480 requirement includes, but is not limited to, G-strings, T-backs, and thongs;

1481 c. That portion of the human female breast below a point immediately above the top of the
1482 areola; this definition shall include the entire lower portion of the human female breast, but
1483 shall not include any portion of the cleavage of the human female breast exhibited by a
1484 dress, blouse, shirt, leotard, bathing suit, or other wearing apparel, provided the areola is
1485 not so exposed.

1486 2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

1487 "Specified sexual activities" means the following:

1488 1. Human genitals in a state of sexual stimulation or arousal or tumescence;

1489 2. Acts of anilingus, bestiality, buggery, cunnilingus, coprophagy, coprophilia, fellation, flagellation,
1490 masochism, masturbation, necrophilia, pederasty, pedophilia, sadism, sadomasochism, sapphism,
1491 sexual intercourse, sodomy, urolagnia or zooerasty;

1492 3. Fondling or other erotic touching of human genitals, pubic region, buttock, anus or female breast;
1493 or

1494 4. Excretory functions as part of, or in connection with, any of the activities set forth in subsections
1495 (1) through (3) of this definition.

1496 "Straddle dance" means the following:

1497 1. The use by an employee of an adult entertainment business of any part of his or her body to directly
1498 or indirectly touch the genital or pubic area of a person, excluding another employee, while at the
1499 adult entertainment business, in exchange for a tip, donation, gratuity, or other thing of value,
1500 regardless of whether the employee is displaying or exposing any specified anatomical area; or

1501 2. The straddling of the legs of an employee of an adult entertainment business over any part of the
1502 body of a person, excluding another employee, regardless of whether there is any touching.

1503 A straddle dance is also known as a "lap dance," "table dance," or "face dance."

1504 "Street" means a public thoroughfare, however designated, maintained by the city of Salisbury, state of
1505 Maryland or Wicomico County, which affords the principal means of access to abutting property and which
1506 is hereafter developed according to the regulations for the city of Salisbury, or a public way, private right-
1507 of-way or easement as approved by either the planning commission or city council.

1508 "Structure" means that which is built or constructed.

1509 "Studio" means an establishment wherein music, photography, dancing, sculpting or other artistic
1510 instructions may be given.

1511 "Subdivision" means a lot, parcel or tract of land which has been legally subdivided, platted and recorded
1512 in the land records of Wicomico County.

1513 "Townhouse" means a single-family dwelling forming one of no fewer than three attached single-family
1514 dwellings with property lines and party walls separating such units and which are separated from any other
1515 building or structure by space on all other sides.

1516 "Transient" means on a one-day or a day-to-day basis.

1517 "Travel trailer" means a portable vehicular structure not over eight feet wide or thirty-five (35) feet in
1518 length, designed as a temporary living unit for travel, recreational and vacation uses. It is designed solely
1519 for short-term occupancy and for travel purposes.

1520 "Truck terminal" means a building or area where trucks, including tractors or trailer units, are parked, stored
1521 or serviced, which may also include areas, buildings or structures for the transfer, loading or unloading or
1522 storage of a wide array of goods and materials of various types and sizes.

1523 "Utility substation" means a station subordinate to a public or private utility building or use for the provision
1524 of services through areas which cannot be serviced by the facilities of the main building or use.

1525 "Variance" means a modification only of the required density, bulk or area requirements set forth in this
1526 title where such modification will not be contrary to the public interest and where, owing to conditions
1527 peculiar to the property and not the results of any action taken by the applicant, a literal enforcement of the
1528 title would result in unnecessary hardship.

1529 "Warehouse" means a building or structure used for the inside storage of goods and materials.

1530 "Warehousing" means facilities or structures operated for the storage of prefinished goods and materials,
1531 with not more than two bays to be used for maintenance within the same building where goods or materials
1532 are stored.

1533 "Width of street" means the mean of the distance between the right-of-way lines of a street between two
1534 intersecting streets.

1535 "Yard" means an open space on the same lot with a building or building group lying between the front, rear
1536 or side wall of a building and the nearest lot line, unoccupied except for projections and specific minor uses
1537 or structures allowed in such open space under the provisions of the zoning ordinance.

1538 "Yard, front" means a yard extending the full width of the lot on which a building is located and situated
1539 between the front lot line and a line parallel thereto and passing through the nearest point of the building.

1540 "Yard, interior side" means a side yard located immediately adjacent to another lot or to an alley separating
1541 such side from another lot.

1542 "Yard, rear" means a yard extending the full width of the lot on which a building is located and situated
1543 between the rear lot line and a line parallel thereto and passing through the nearest point of the building.

1544 "Yard, side" means a yard on the same lot as a building situated between the side lot line and a line parallel
1545 thereto and passing through the nearest point of a building and extending from the front yard to the rear.

1546 **17.04.140 Interpretation.**

1547 A. In the event that there is a question as to interpretation of any part of this title, a written request for
1548 interpretation shall be submitted to the planning commission.

1549 B. The planning commission shall review that part of this title requested for interpretation and
1550 determine its original purpose and intent at the time of the writing and adoption of this title.

1551 C. The planning commission shall forward its interpretation to the applicant in writing within forty-
1552 five (45) days from receipt of the request. All such interpretations shall serve as the commission's
1553 policy until such time as the code is amended to include the interpretation as a part of the zoning
1554 code.

1555 D. The city of Salisbury recognizes that the Federal Fair Housing Act imposes upon it a duty to make
1556 "reasonable accommodations," as such term may be defined under the Fair Housing Act from time-
1557 to-time, in its land use and zoning policies and procedures where such accommodations may be
1558 necessary to afford persons or groups of persons with disabilities an equal opportunity to use and
1559 enjoy housing. The planning commission and board of zoning appeals shall interpret this title so as
1560 to comply with the Fair Housing Act and other applicable law.

1561 **17.12.010 Administrative agencies.**

1562 The administration of this title is vested in the following offices of the government of the city of Salisbury:

1563 A. Housing and Community Development Department;

1564 B. Department of infrastructure and development;

- 1565 C. The planning commission;
- 1566 D. The Salisbury city council;
- 1567 E. The board of zoning appeals.

1568 **17.12.030 Duties.**

1569 Duties of the Housing and Community Development Department shall be as follows:

- 1570 A. To issue zoning authorizations and make and maintain records thereof;
- 1571 ~~B. To receive applications for variances, special exceptions or any other matter to be considered by~~
- 1572 ~~the board of zoning appeals;~~
- 1573 **C.B.** To initiate and request inspections of structures and use of land to determine compliance with the
- 1574 terms of this title or actions of the planning commission, city council or board of zoning appeals
- 1575 and, where there are violations, to initiate action to secure compliance therewith.

1576 **17.12.040 Zoning authorizations.**

- 1577 A. Authorization Required. No land or building may be used, or any building constructed, extended,
- 1578 altered, changed or converted, without written authorization from the building inspector that the
- 1579 proposed structure, alteration, change, conversion or use complies with the provisions of this title.
- 1580 Where no other permit is required for the use of land, this zoning authorization shall be construed
- 1581 as the permit to so use the land. A building permit or occupancy certificate issued in conflict with
- 1582 the provisions of this title shall be null and void.
- 1583 B. Zoning Authorizations.
- 1584 1. Application for Zoning Authorization. The application for a zoning authorization shall be
- 1585 accompanied by a plot plan, indicating the parcel of land, lot or lots, block or blocks or
- 1586 portions thereof, drawn, to scale and fully dimensioned, showing the ground area, height
- 1587 and bulk of the structure or land and such other information as may be required by the
- 1588 building inspector for the proper administration and enforcement of this title. Whenever a
- 1589 structure or use is of the type requiring off-street parking on a ratio to the number of
- 1590 employees, the number of employees on which the parking is based shall be shown on the
- 1591 application.
- 1592 2. Critical Area Program. The requirements of this title are modified to the extent necessary
- 1593 in order that all land within the critical area as established by the Chesapeake Bay critical
- 1594 area commission, the critical area program and chapter 12.20 of the city code shall also
- 1595 comply with the provisions of the city of Salisbury Chesapeake Bay critical area program,
- 1596 where applicable.
- 1597 C. Disapproval. If the application and the accompanying papers do not comply in all respects with the
- 1598 regulations of this title, it shall be disapproved by the building inspector, and the applicant shall be
- 1599 notified in writing. The building inspector may, in his discretion, before disapproving any
- 1600 application, return such application to the applicant, who may amend said application, plans or
- 1601 specifications in order to make the proposal comply with the regulations of this title. In such event,
- 1602 the building inspector shall proceed to pass upon the application as if it were an original one.
- 1603 D. Issuance. If the application, filed together with the plans and specifications, conform in all respects
- 1604 with the requirements of this title, the building inspector shall issue written zoning authorization
- 1605 and any necessary permits.
- 1606 E. Appeal. If an application is disapproved, the applicant shall be notified in writing, with the reasons
- 1607 for disapproval. If the applicant wishes to pursue the request, an application for an appeal before
- 1608 the board of zoning appeals shall be filed with the building inspector. Such application shall be

1609 transmitted forthwith to the planning director who, in turn, shall forward such application to the
1610 board for its action. The planning director shall return the board's action to the building inspector
1611 in writing. If the appeal application is approved, the building inspector shall issue written zoning
1612 authorization and any necessary permits.

1613 F. Plan Applications.

1614 1. Applications requiring review and approval by the planning commission, board of zoning
1615 appeals and downtown/riverfront development review committee shall be forwarded to the
1616 City Planner ~~planning director~~ for scheduling before the appropriate commission,
1617 committee or board.

1618 2. No such application shall be accepted by the director of infrastructure and development or
1619 scheduled by the City Planner ~~planning director~~ until all plans and documentation required
1620 by and in compliance with this title have been received; except that,

1621 a. An application for official action by the planning commission or board of zoning
1622 appeals may be scheduled for review with only a site plan showing all required
1623 elements of the proposed development;

1624 b. An application for review by the downtown/riverfront development review
1625 committee may be scheduled for review with only a site plan showing all required
1626 elements of the proposed development and exterior elevations showing the design
1627 of the proposed development;

1628 c. Any commission, committee or board may render its decision if it determines that
1629 the information on the site plan or exterior elevations is sufficient; provided, that
1630 such approval is conditioned upon an applicant completing all other plans and
1631 documentation as may be required by this title.

1632 3. The City Planner ~~planning director~~ shall advise, in writing, the director of infrastructure
1633 and development of all action taken on the application.

1634 4. If the application is approved, the director of infrastructure and development may issue
1635 written zoning authorization or conditional zoning authorization, subject to compliance
1636 with all other requirements of this title and all other applicable city regulations.

1637 **17.12.050 Jurisdiction and authority.**

1638 The department of infrastructure and development shall have the following jurisdiction and authority
1639 wherever required by this title:

1640 A. To review and make recommendations on street width and layout of streets serving a development;

1641 B. To review and make recommendations on access from a development onto public streets and
1642 highways;

1643 C. To review and approve any plan relative to public utilities as requested by the planning commission,
1644 board of zoning appeals or city council.

1645 **17.12.060 Jurisdiction and authority.**

1646 The planning commission shall have the following jurisdiction and authority:

1647 A. To initiate, to receive and to review applications for and to make recommendations to the city
1648 council on all text amendments and zoning reclassifications;

1649 B. To review and approve all development where required by this title and to review development for
1650 recommendation to the board of zoning appeals or the city council, as required;

- 1651 C. To receive, review and recommend all requests for determination of unclassified uses and to
1652 interpret any part of this title where there is question as to the purpose and intent of its originality;
- 1653 D. To review certain uses in the industrial park and paleochannel districts and make recommendations
1654 to the city council;
- 1655 E. To review ordinance permit requests and make recommendations to the city council;
- 1656 F. To review and approve landscaping plans in accordance with chapter 17.220;
- 1657 G. In reviewing and approving any plan for development or landscaping as enumerated in subsections
1658 (A) thorough (F) of this section, the commission may establish those conditions it deems necessary
1659 to accomplish the purpose and intent of this title.

1660 **Article VI Board of Zoning Appeals**

1661 **17.12.090 Composition—Employees—Meetings.**

- 1662 A. The **Board of Appeals** ~~board of zoning appeals~~ shall consist of five members and ~~one~~ **two**
1663 alternates appointed by the mayor **and confirmed by** ~~with the advice and consent of the city~~
1664 council. **When possible, preference shall be given in order to ensure that the Board of Appeals**
1665 **includes at least one building professional/architect/engineer, tenant, property owner and**
1666 **attorney, as well as potential members who have a demonstrated special interest, specific**
1667 **knowledge, or professional or academic training in public health.** The alternates shall attend
1668 the **Board of Appeals** ~~board of zoning appeals~~ meetings and shall sit for an absent member, when
1669 appropriate. The members and alternate members of the **Board of Appeals** ~~board of zoning appeals~~
1670 shall be appointed for terms of three years. One member shall be named by the board as chairman.
1671 ~~The An~~ alternate member may complete the unexpired term of any member, who, for whatever
1672 reason, vacates his seat on the board. The members of the **Board of Appeals** ~~board of zoning~~
1673 ~~appeals~~ may be removed for cause by the appointing authority upon written charges and after a
1674 public hearing.
- 1675 B. The **Board of Appeals** ~~board of zoning appeals~~, hereinafter referred to as "the board," shall appoint
1676 such employees as may be authorized from time to time by the city council.; ~~however, the~~
1677 ~~employees of the planning commission shall also serve as employees to the board.~~
- 1678 C. The board shall adopt rules necessary for carrying out the provisions of this chapter. The rules shall
1679 be approved by the city council. Meetings of the board shall be held at the call of the chairman and
1680 at such other times as the board may determine by general rule. Three members shall constitute a
1681 quorum. **A member of a board of appeals shall recuse himself or herself from participating in**
1682 **a matter in which the member may have a conflict of interest or an appearance of a conflict**
1683 **of interest.** If a majority of the board does not approve the application or find in the favor of the
1684 appellant, the board's inability to reach a decision by majority vote shall result in denial of the
1685 application or appeal. The chairman or, in his absence, the acting chairman may administer oaths
1686 and compel the attendance of witnesses. All meetings of the board shall be open to the public. The
1687 board shall record and keep minutes of its proceedings, which show the vote of each member upon
1688 each question, or, if a member is absent or fails to vote, the minutes shall indicate such fact. The
1689 board shall keep **recordings of all proceedings**, records of its examinations and other official
1690 actions, all of which shall be filed immediately in the office of the board and shall be a public record
1691 open to inspection during the hours of normal operation of the office. Copies of the minutes shall
1692 be made available to interested parties. A party who requests a copy of the recording or its transcript
1693 shall pay the cost of the recording or transcript.

1694 **17.12.100 Jurisdiction and authority.**

1695 Jurisdiction and authority of the board shall be as follows:

- 1696 A. To hear and decide applications for special exceptions in the manner prescribed by and subject to
1697 the standards established herein;
- 1698 B. To hear and decide applications for variances from the terms provided in this title in the manner
1699 prescribed by and subject to the standards established herein;
- 1700 C. To hear and decide appeals where it is alleged that there is an error in any order, requirement,
1701 decision or determination made by the director of the department of infrastructure and development
1702 or the Housing and Community Development Department under this title;
- 1703 D. To hear and decide applications for the change, alteration or enlargement of nonconforming uses
1704 and enlargement of nonconforming dwellings, in accordance with Sections 17.16.040 and
1705 17.16.050;
- 1706 E. To hear and decide all matters referred to it or upon which it is required to act under **the Salisbury**
1707 **Municipal Code** ~~this title~~;
- 1708 F. To adopt and establish general rules for the conduct of its proceedings.

1709 **17.12.110 Appeals.**

- 1710 A. Appeals to the board may be taken by any person aggrieved or by any officer, department, board
1711 or bureau of the municipality affected by any decision of **an administrative officer or unit**
1712 **pursuant to the Salisbury Municipal Code** ~~the building inspector~~. Such appeal shall be taken
1713 within a reasonable time, as approved by the rules of the board, by filing with the **administrative**
1714 **officer or unit from whose action the appeal is taken** ~~building inspector~~ and with the board a
1715 notice of appeal, specifying the grounds thereof. The **administrative officer or unit from whose**
1716 **action the appeal is taken** ~~building inspector~~ shall forthwith transmit to the board all of the papers
1717 constituting the record upon which the action appealed from was taken.
- 1718 B. An appeal stays all proceedings in furtherance of the action appealed from, unless the
1719 **administrative officer or unit from whose action the appeal is taken** ~~building inspector~~ certifies
1720 to the board after the notice of appeal shall have been filed with him that, by reason of facts stated
1721 in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such case,
1722 proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the
1723 board or by a court of record, on application, on notice to the **administrative officer or unit from**
1724 **whose action the appeal is taken** ~~building inspector~~ and on **good** ~~due~~ cause shown.
- 1725 **C. On appeal, the Board of Appeals may:**
- 1726 **1. Wholly or partly reverse the order, requirement, or decision that is the subject of the**
1727 **appeal;**
- 1728 **2. Wholly or partly affirm the order, requirement, or decision that is the subject of the**
1729 **appeal;**
- 1730 **3. Modify the order, requirement, or decision that is the subject of the appeal; or**
- 1731 **4. Issue a new order, requirement, or decision.**
- 1732 **D. The Board of Appeals shall have all the powers of the administrative officer or unit from**
1733 **whose action the appeal is taken.**

1734 **~~17.12.111 Pre-hearing procedure.~~**

- 1735 A. ~~The applicant/appellant shall file two copies of a pre-hearing statement no later than twenty (20)~~
1736 ~~days prior to the public hearing. The statement shall include the following information:~~
- 1737 ~~1. Citation to the city code authorizing the board of zoning appeals to appear and decide the~~
1738 ~~application.~~

- 1739 2. ~~Citations to all ordinances, rules, regulations and cases upon which the applicant relies.~~
1740 3. ~~All facts upon which the application/appeal is based.~~
1741 4. ~~All documentary evidence upon which the applicant/appellant relies.~~
1742 5. ~~The identity of any expert who will testify and a summary of all expert opinion to be offered.~~
1743 6. ~~The area of expertise and qualifications of all expert witnesses.~~
1744 7. ~~Identity of all other witnesses who will testify.~~
1745 8. ~~Copies of all written affidavits upon which the applicant/appellant relies.~~
1746 B. ~~Response. City departments or personnel intending to appear in opposition to an application/appeal~~
1747 ~~shall file a similar pre hearing statement no later than ten days prior to the date of the hearing.~~
1748 C. ~~Public Participation. The public may present testimony during the hearing but written documents~~
1749 ~~or affidavits must be submitted no later than ten days prior to the date of the hearing.~~
1750 D. ~~Non binding. The information submitted in compliance with this article shall be construed only as~~
1751 ~~a statement of the party's intent to submit such information or to provide testimony from witnesses, but no~~
1752 ~~parties are bound to introduce the same at a hearing.~~
1753 E. ~~Non compliance. The rebuttal evidence is not required to be submitted in advance. No evidence~~
1754 ~~which is required to be submitted in advance under this article will be admitted as evidence unless the~~
1755 ~~offering party has complied with this article. Failure to comply with the requirements of this article may~~
1756 ~~result in a postponement, continuance or dismissal of an application at the discretion of the board.~~

1757 **17.12.130 Appeals to courts.**

- 1758 A. Any person or persons jointly or severally aggrieved by any decision of the **Board of Appeals**
1759 ~~board of zoning appeals~~ or of final decision of the planning commission or any taxpayer or office,
1760 department, board or bureau of the municipality may **file a request for judicial review** ~~appeal such~~
1761 ~~decision~~ to the Wicomico County Circuit Court setting forth that such decision is unlawful, in
1762 whole or in part, and specifying the unlawful grounds thereof.
- 1763 B. Such appeals shall follow the procedures established by the Maryland Rules, as promulgated from
1764 time to time by the Court of Appeals of Maryland. The appeal shall not stay proceedings upon the
1765 decision appealed from, but upon notice to the board or commission and to the applicant and on
1766 **good due** cause shown, the court may grant a restraining order to stay all current and further
1767 proceedings in the matter.
- 1768 C. The board or commission shall not be required to forward to the court the original papers acted
1769 upon by it, but it shall be sufficient to forward certified or sworn copies thereof or such portions
1770 thereof as may be called for by such appeal.
- 1771 D. When **an** ~~the~~ applicant files an appeal with the Wicomico County Circuit Court, a copy thereof
1772 shall be filed with the board or commission. It shall be the duty of the board or commission to
1773 notify the city solicitor and all interested parties promptly of the filing of every petition of appeal.
1774 The clerk of the Wicomico County Circuit Court shall notify the board of the final action of the
1775 court on each appeal.
- 1776 E. ~~When applicant files an appeal with the Wicomico County Circuit Court, a copy thereof shall be~~
1777 ~~filed with the board. It shall be the duty of the board to notify the city solicitor and all interested~~
1778 ~~parties promptly of the filing of every petition of appeal. The clerk of the Wicomico County Circuit~~
1779 ~~Court shall notify the board of the final action of the court on each appeal.~~

1780 **17.16.030 Nonconforming structures.**

- 1781 A. A "nonconforming structure" is a structure lawfully existing at the effective date of adoption or
1782 amendment of this title that could not be built under the terms of this title by reason of restrictions
1783 on area, lot coverage, height, yards or other characteristics of the structure or its location on the lot.
- 1784 B. A nonconforming structure may continue so long as it remains lawful and such structures may be
1785 maintained to assure compliance with other applicable city codes.
- 1786 C. A nonconforming structure shall not be structurally changed or enlarged without approval of the
1787 **Board of Appeals** ~~board of zoning appeals~~ in accordance with Article II of this section.
- 1788 D. A nonconforming structure that is wholly or partially destroyed by fire, act of God or other casualty
1789 beyond the control of the owner may be reconstructed within one year afterward, as follows:
- 1790 1. More than fifty (50) percent destroyed—all such nonconforming structures may be
1791 reconstructed, provided that all provisions of this chapter are met for the zoning district in
1792 which the structure is located; or
- 1793 2. Less than fifty (50) percent destroyed—may be reconstructed exactly as existed prior to
1794 the structure being damaged.
- 1795 E. The **Board of Appeals** ~~board of zoning appeals~~ may grant an extension to the one year time
1796 limitation upon application to the board showing that strict compliance with this one year period
1797 will result in either an unwarranted hardship or injustice to the owner, provided that such extension
1798 will not be contrary to the public interest.

1799 **17.16.040 Nonconforming uses.**

- 1800 A. A "nonconforming use" is a use which legally exists at the effective date of adoption or amendment
1801 of this title but that does not comply with the use regulations of the district in which it is located.
1802 Such nonconforming use may consist of a nonconforming use of land, a nonconforming use of a
1803 structure or a nonconforming use of land and a structure.
- 1804 B. A nonconforming use may continue so long as it otherwise remains lawful.
- 1805 C. A nonconforming use may not be changed to another nonconforming use, extended or enlarged
1806 without approval of the **Board of Appeals** ~~board of zoning appeals~~ in accordance with Article II
1807 of this chapter.
- 1808 D. No building, structure or lot where a nonconforming use has substantially ceased for a continuous
1809 period of one year, whether or not fixtures or equipment are removed, shall again be put to a
1810 nonconforming use.
- 1811 E. The casual, temporary or illegal use of land or structure does not establish the existence of a
1812 nonconforming use.
- 1813 F. A nonconforming use or structure housing a nonconforming use that is wholly or partially
1814 destroyed by fire, act of God or other casualty beyond the control of the owner may be reconstructed
1815 within one year afterward, as follows:
- 1816 1. More than fifty (50) percent destroyed—all such nonconforming uses or structures may be
1817 reconstructed only in conformance with all provisions of this chapter for the zoning
1818 districts in which the structure or use is located; or
- 1819 2. Less than fifty (50) percent destroyed—may be reconstructed and sued exactly as existed
1820 prior to the structure being damaged.
- 1821 G. The **Board of Appeals** ~~board of zoning appeals~~ may grant an extension to the one year time
1822 limitation upon application to the board showing that strict compliance with this one year period

1823 will result in either an unwarranted hardship or injustice to the owner, provided that such extension
1824 will not be contrary to the public interest.

1825 **17.16.050 Nonconforming single-family dwellings.**

- 1826 A. A single-family dwelling lawfully existing on the effective date of this title but which could no
1827 longer be constructed in the district in which it is located because of a restriction of use may be
1828 enlarged or altered without permission of the **Board of Appeals** ~~board of zoning appeals~~.
- 1829 B. A single-family dwelling lawfully existing on the effective date of this title but nonconforming in
1830 setback with the regulations for the district in which it is located may be enlarged in line with the
1831 existing nonconforming setback without permission of the **Board of Appeals** ~~board of zoning~~
1832 ~~appeals~~; except, that on a corner lot no enlargement shall be made extending toward the intersecting
1833 street corner without permission of the **Board of Appeals** ~~board of zoning appeals~~ upon a finding
1834 that the enlargement will not be detrimental to the use or further development of the intersecting
1835 streets or create a safety hazard to motorists thereon.

1836 **17.16.070 Purpose.**

1837 Although there are uses which do not fit into the desired pattern of a zoning district and become
1838 nonconforming, it is the policy of the city of Salisbury to provide for the continuation of certain
1839 nonconformities which do not endanger the public health, safety and welfare and to recognize that certain
1840 uses, although nonconforming in their location, are needed and useful to the area they serve without great
1841 detriment to their surrounding neighbors. To provide for change, alteration or enlargement of these uses,
1842 the following criteria are established, and approval by the **Board of Appeals** ~~board of zoning appeals~~ is
1843 required, after public notice and hearing.

1844 **17.16.080 Criteria for approval—Conditions.**

- 1845 A. The **Board of Appeals** ~~board of zoning appeals~~ may approve change, alteration or enlargement of
1846 a nonconforming use or structure after consideration of the following:
- 1847 1. The intensity of the existing use relative to the district in which it is located, the scale of
1848 the change or enlargement in relation to the intensity of the use and whether it will have
1849 serious negative effects on the surrounding area, depreciating property values;
 - 1850 2. Whether the change, alteration or enlargement is of benefit to or in the best interest of the
1851 community or surrounding area, such as providing additional employment or housing for
1852 the community or services to a neighborhood;
 - 1853 3. Existing or possible traffic and parking problems and how they can be reduced or
1854 minimized;
 - 1855 4. Screening, buffering or architectural improvements which may make the use more
1856 compatible with the surrounding area;
 - 1857 5. Whether the change, alteration or enlargement will upgrade or improve the existing
1858 nonconforming use, such as change to a less-intensive use, change in operation, structural
1859 changes or redesign of the site relative to parking areas, entrances, exits, loading or
1860 unloading and traffic flow.
- 1861 B. Upon approval of a change, alteration or enlargement of a nonconforming use, the **Board of**
1862 **Appeals** ~~board of zoning appeals~~ may impose such conditions or restrictions on the proposal as
1863 deemed necessary to reduce or minimize any effect upon other properties in the neighborhood and
1864 to secure compliance with the intent of the criteria for approval of such change, alteration or
1865 enlargement.

1866 **17.16.090 Nonconforming Use Zoning Exemption Program.**

- 1867 A. Purpose. To assist in the reduction of vacant properties and provide for increased available housing
1868 within the City of Salisbury.
- 1869 B. Definitions.
- 1870 1. "Applicant" means the owner of a property who submits an application to participate in the
1871 Nonconforming Use Zoning Exemption Program.
- 1872 2. "Program" means the Nonconforming Use Zoning Exemption Program identified in this
1873 chapter.
- 1874 3. "Property" means a residential property subject to the Nonconforming Use Zoning
1875 Exemption Program.
- 1876 C. Criteria for approval—Conditions.
- 1877 1. The Property must have lost its nonconforming use within sixty (60) months prior to
1878 submitting an application under the Program; or
- 1879 2. The Property must be vacant and the Property's nonconforming use must have substantially
1880 ceased for a continuous period of one year.
- 1881 D. Application Requirements.
- 1882 1. All applications to participate in the Program must be submitted on or before November
1883 30, 2022.
- 1884 2. Applicant shall be in good standing with the City of Salisbury. "Good standing" shall be
1885 defined as:
- 1886 a. Applicant shall not owe delinquent taxes to the City of Salisbury.
- 1887 b. Applicant shall not have outstanding code violations on any property owned by
1888 Applicant within the City of Salisbury.
- 1889 c. Applicant shall not own a condemned property within the City of Salisbury, unless
1890 Applicant has an approved rehabilitation plan for the condemned property.
- 1891 3. Applicant shall submit an application and rehabilitation plan for approval by the Housing
1892 and Community Development and Infrastructure and Development Departments. The
1893 rehabilitation plan shall include architectural renderings of the exterior and interior of the
1894 Property, and shall certify that the Property contains off-street and/or on-street parking of
1895 at least one space per unit.
- 1896 4. Applicant shall agree to adhere to Federal/State/Local Fair Housing Guidelines/Practices.
- 1897 5. Applicant shall obtain all permits required to execute the rehabilitation plan and shall
1898 comply with all applicable building codes.
- 1899 E. Program Requirements.
- 1900 1. Within twelve (12) months from application approval by the Housing and Community
1901 Development and Infrastructure and Development Departments, the Applicant shall:
- 1902 a. Complete all terms and conditions of Applicant's rehabilitation plan;
- 1903 b. Obtain a Certificate of Occupancy; and
- 1904 c. The Property must be inspected by the Housing and Community Development
1905 Department.

- 1906 2. The Property must be made available for rent within twelve (12) months following
 1907 application approval by the Housing and Community Development and Infrastructure and
 1908 Development Departments.
- 1909 3. The Property shall be subject to a three-year probationary period. During the probationary
 1910 period, the following additional conditions and requirements apply:
- 1911 a. All units within the Property shall be subject to yearly inspection by the Housing
 1912 and Community Development Department;
- 1913 b. The Property owner shall maintain Code and Standards of Livability requirements;
- 1914 c. There shall be no more than three code violations per Property, per year; and
- 1915 d. There shall be no more than three calls for service per unit located on the Property,
 1916 per year.
- 1917 4. No Property shall be vacant for more than a twelve-month period following the completion
 1918 of rehabilitation plan.
- 1919 F. Costs.
- 1920 1. There shall be a five hundred dollar (\$500.00) non-refundable application fee per Property.
- 1921 2. During the three-year probationary period, Applicant shall pay the following licensing
 1922 costs:
- 1923 a. Two hundred forty dollars (\$240.00) per landlord license, per year.
- 1924 b. Two hundred forty dollars (\$240.00) per rental unit, per year.
- 1925 3. At the end of the three-year probationary period, all costs shall return to those then in effect.
- 1926 G. Violations.
- 1927 1. Failure to complete the probationary period shall result in the Property's loss of its legal
 1928 nonconforming use status pursuant to the Program.
- 1929 2. Violation of any Program Requirement shall result in the Property's loss of its legal
 1930 nonconforming use status pursuant to the Program.
- 1931 H. Appeals. The denial of any application under this chapter may be appealed to the Board of ~~Zoning~~
 1932 Appeals. The appeal shall be filed in writing within ~~thirty (30)~~ **twenty-one (21)** days of the date of
 1933 the final decision or denial to the Applicant, state clearly the grounds on which the appeal is based,
 1934 and be processed in the manner prescribed for hearing administrative appeals under Board of
 1935 ~~Zoning~~ Appeals rules of procedure.

1936 **17.24.040 Development standards.**

1937 Minimum development standards for the central business district shall be as follows:

- 1938 A. Minimum Lot Requirements. All lots hereafter established shall meet the following requirements:
- 1939 1. Lot area: five thousand (5,000) square feet;
- 1940 2. Lot width: fifty (50) feet.
- 1941 B. Setback, Height and Density. The following minimum standards are established as guides for
 1942 design of development. These standards may be increased or decreased by the planning commission
 1943 upon review of individual site design in relation to the surrounding properties and development of
 1944 the CBD as a whole.
- 1945 1. Setbacks.

- 1946 a. Setbacks shall be as follows:
- 1947 i. Setbacks shall be the same as the established setbacks for existing
- 1948 buildings within the same block.
- 1949 ii. Where there are minor irregularities in existing setbacks for the same
- 1950 block, any one of the existing setbacks which the planning commission
- 1951 considers most applicable may be used.
- 1952 iii. Where there are major irregularities in existing setbacks for the same
- 1953 block, the setback shall be no less than the average of setbacks for existing
- 1954 buildings on either side of the proposed development.
- 1955 iv. Where no established building setbacks exist, the setback shall be a
- 1956 minimum of five feet from the back of the sidewalk.
- 1957 v. Setbacks from the Wicomico River shall be a minimum of ten feet from
- 1958 the back of the existing or proposed bulkheading line.
- 1959 vi. Setbacks from interior lot lines shall be a minimum of ten feet.
- 1960 b. Modifications to Setbacks.
- 1961 i. During its review of any development requiring a modification to setbacks,
- 1962 the planning commission shall consider the location of buildings on the
- 1963 site relative to safe vehicular movement on existing or proposed streets,
- 1964 light, air and ability of fire or emergency equipment and vehicles to
- 1965 adequately serve the development.
- 1966 ii. Special consideration shall be given to the location of landscaped areas
- 1967 and areas of pedestrian movement to assure coordination of landscaping
- 1968 and freedom and safety of pedestrian movement.
- 1969 iii. The planning commission may increase or decrease setbacks wherever a
- 1970 rearrangement of buildings on the site will aid in achieving a continuous
- 1971 link of development with freedom and encouragement of pedestrian
- 1972 movement from one development to another.
- 1973 2. Density.
- 1974 a. Floor area for commercial or other uses shall not be used when computing density
- 1975 for dwelling units.
- 1976 b. Inherent density shall not exceed forty (40) units per acre.
- 1977 c. Increased density shall require a special exception from the **Board of Appeals**
- 1978 ~~board of zoning appeals~~. In addition to consideration of the criteria required by
- 1979 section 17.232.020, the board shall consider the criteria set forth in subsection
- 1980 (B)(4) of this section.
- 1981 3. Height.
- 1982 a. The height of all buildings or structures shall not exceed seventy-five (75) feet.
- 1983 b. Increased height shall require a special exception from the **Board of Appeals**
- 1984 ~~board of zoning appeals~~. In addition to consideration of the criteria required by
- 1985 section 17.232.020, the board shall consider the criteria set forth in subsection
- 1986 (B)(4) of this section.
- 1987 4. Criteria for Increased Height and/or Density.

- 1988 a. When acting upon a request for either increased height or density, the **Board of**
1989 **Appeals** ~~board of zoning appeals~~ shall consider any or all of the following criteria
1990 as may apply to the type of development proposed:
- 1991 i. Recommendation from the planning commission;
 - 1992 ii. The type of residential development proposed relative to the ability of the
1993 site to accommodate the density proposed;
 - 1994 iii. The availability of city services to the site, such as water, sewer, streets
1995 and parking lots or structures; and whether the site can accommodate a
1996 higher density and/or height without an undue burden of expense to the
1997 city;
 - 1998 iv. The functional, visual and spatial relationship of the proposed height
1999 relative to surrounding development and the CBD as a whole;
 - 2000 v. Whether the proposed height will create an intrusion or conflict with the
2001 spatial arrangement of existing or proposed buildings;
 - 2002 vi. Shadows which may interfere with solar panels or other solar equipment
2003 already in existence or under contract to be installed on existing buildings
2004 or buildings approved for construction in the immediate vicinity;
 - 2005 vii. Water pressure and capability of community firefighting equipment, in
2006 addition to any required construction of fire safety devices, to assure safety
2007 of occupants;
 - 2008 viii. The merits of the design and whether the treatment of setbacks,
2009 landscaping or other amenities, in addition to architectural treatment of the
2010 building, provide an excellence of design which contributes to the
2011 furtherance of the purpose of the CBD.
- 2012 b. The board may solicit any expert review and advice to assist it in making a decision
2013 on the request for increased height and/or density.
- 2014 C. Open Space and Landscaping.
- 2015 1. Landscaped open space shall be provided wherever possible to attract development and
2016 provide a pleasing environment to conduct business, trade, civic and cultural affairs and
2017 improve the appearance of downtown.
 - 2018 2. Wherever possible, landscaped open space areas shall be provided adjoining the
2019 landscaped open space area on an adjoining parcel. Landscaping for both areas shall be
2020 coordinated so as to give the appearance of one continuous landscaped area.
 - 2021 3. Development adjoining the Wicomico River shall provide public open space easements as
2022 required in the urban river plan or other adopted plans and shall provide open space and
2023 landscaped areas coordinated with existing open space and landscaped areas developed by
2024 the city.
- 2025 D. Parking. Parking shall be provided in accordance with chapter 17.196, except where governed by
2026 established parking tax district regulations.
- 2027 E. Building and Development Restrictions.
- 2028 1. Drive-in window service uses shall provide a reservoir of five spaces on site for each drive-
2029 in window or stall.

- 2030 2. Access driveways crossing sidewalks to private parking areas shall be reduced or
 2031 eliminated where it is determined that alternative or unified points of access are available
 2032 resulting in less traffic congestion and pedestrian interference.
- 2033 3. Common loading and unloading areas serving more than one business shall be encouraged
 2034 where possible.
- 2035 4. Entrance to loading and unloading areas shall be located at the rear of the building where
 2036 possible. Where a business abuts more than one street, this entrance shall be on the street
 2037 with the least amount of traffic.
- 2038 5. Outside storage of materials or parts shall be prohibited, except that outside storage of
 2039 service and delivery vehicles used in operation of a business within the CBD shall be
 2040 permitted.
- 2041 E. Signs. Signs shall be in accordance with chapter 17.216.

2042 **17.72.010 Purpose.**

2043 The purpose of the industrial district is to recognize those areas of industrial development which have
 2044 developed historically along the rivers and portions of rail lines in or close to the central part of the city and
 2045 to provide additional areas along the river and rail lines for location of industries dependent, to a great
 2046 extent, upon these facilities for transport of materials used in their operation. These uses also require large
 2047 sites and good access to major highways. To protect surrounding areas and assure compatibility of
 2048 development within the district, those uses which may create excessive external noise, vibration, smoke,
 2049 dust, lint, odor, heat, glare or which use explosive, toxic or otherwise hazardous materials are permitted
 2050 only by special exception upon approval of the **Board of Appeals** ~~board of zoning appeals~~. The following
 2051 uses, standards and area regulations have been developed in accordance with this purpose, which is in
 2052 accord with findings and recommendations of the city's adopted land use element of the metro core
 2053 comprehensive plan.

2054 **17.104.040 Development standards.**

2055 Minimum standards for development in the riverfront redevelopment multiuse district No. 1 shall be as
 2056 follows:

- 2057 A. Minimum Lot Requirements. All lots hereafter established shall meet the following minimum
 2058 requirements:
- 2059 1. Lot area: five thousand (5,000) square feet;
- 2060 2. Lot width: fifty (50) feet.
- 2061 B. Setback, Height and Density. The following minimum standards are established as guides for
 2062 design of development. These standards may be increased or decreased by the planning commission
 2063 upon review of individual site design in relation to surrounding properties and development of the
 2064 riverfront redevelopment multiuse district No. 1 as a whole.
- 2065 1. Setbacks.
- 2066 a. Setbacks shall be as follows:
- 2067 i. Setbacks shall be the same as the established setbacks for existing
 2068 buildings within the same block.
- 2069 ii. Where there are minor irregularities in existing setbacks for the same
 2070 block, any one of the existing setbacks which the planning commission
 2071 considers most applicable may be used.

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- iii. Where there are major irregularities in existing setbacks for the same block, the setback shall be no less than the average of setbacks for existing buildings on either side of the proposed development.
 - iv. Where no established building setbacks exist, the setback shall be a minimum of five feet from the back of the sidewalk.
 - v. Setbacks from the Wicomico River shall be a minimum of ten feet from the back of the existing or proposed bulkheading line.
 - vi. Setbacks from interior lot lines shall be a minimum of ten feet.
- b. Modifications to Setbacks.
- i. During its review of any development requiring a modification to setbacks, the planning commission shall consider the location of buildings on the site relative to safe vehicular movement on existing or proposed streets, light, air and ability of fire or emergency equipment and vehicles to adequately serve the development.
 - ii. Special consideration shall be given to the location of landscaped areas and areas of pedestrian movement to assure coordination of landscaping and freedom and safety of pedestrian movement.
 - iii. The planning commission may consider an increase or decrease setbacks wherever a rearrangement of buildings on the site will aid in achieving a continuous link of development with freedom and encouragement of pedestrian movement from one development to another.
2. Density.
- a. Floor area for commercial or other uses shall not be used when computing density for dwelling units.
 - b. Inherent residential density shall not exceed forty (40) units per acre.
 - c. Increased density shall require a special exception from the **Board of Appeals** ~~board of zoning appeals~~. In addition to consideration of the criteria required by section 17.232.020 of this title, the board shall consider the criteria set forth in subsection (B)(4) of this section.
3. Height.
- a. Inherent height shall not exceed seventy-five (75) feet.
 - b. Increased height shall require a special exception from the **Board of Appeals** ~~board of zoning appeals~~. In addition to consideration of the criteria required by section 17.232.020 of this title, the board shall consider the criteria set forth in subsection (B)(4) of this section.
4. Criteria for Increased Height and/or Density.
- a. When acting upon a request for either increased height or density, the **Board of Appeals** ~~board of zoning appeals~~ shall consider any or all of the following criteria as may apply to the type of development proposed:
 - i. Recommendation from the planning commission;
 - ii. The type of residential development proposed relative to the ability of the site to accommodate the density proposed;

- 2114 iii. The availability of city services to the site, such as water, sewer, streets
2115 and parking lots or structures; and whether the site can accommodate a
2116 higher density and/or height without an undue burden of expense to the
2117 city;
- 2118 iv. The functional, visual and spatial relationship of the proposed height
2119 relative to surrounding development and the CBD as a whole;
- 2120 v. Whether the proposed height will create an intrusion or conflict with the
2121 spatial arrangement of existing or proposed buildings;
- 2122 vi. Shadows which may interfere with solar panels or other solar equipment
2123 already in existence or under contract to be installed on existing buildings
2124 or buildings approved for construction in the immediate vicinity;
- 2125 vii. Water pressure and capability of community fire-fighting equipment, in
2126 addition to any required construction or fire safety devices, to assure safety
2127 of occupants;
- 2128 viii. The merits of the design and whether the treatment of setbacks,
2129 landscaping or other amenities, in addition to architectural treatment of the
2130 building, provide an excellence of design which contributes to the
2131 furtherance of the purpose of the CBD.
- 2132 b. The board may require a party to provide any expert review and advice, on the
2133 record, to assist it in making a decision on the request for increased height and/or
2134 density.

2135 C. Open Space and Landscaping.

- 2136 1. Landscaped open space shall be provided to attract development, provide a pleasing
2137 environment and improve the appearance of the entire area.
- 2138 2. Wherever possible, landscaped open space areas shall be provided adjoining the
2139 landscaped open space area on an adjoining parcel. Landscaping for both areas shall be
2140 coordinated so as to give the appearance of one continuous landscaped area.
- 2141 3. Parking lots shall be landscaped in accordance with chapter 17.220 of this title.
- 2142 4. Landscaped screening areas may be required along any property line where the planning
2143 commission finds that such landscaped screening area is necessary to further the purpose
2144 of the riverfront district and provide separation to minimize any possible adverse effect
2145 from adjoining uses.

2146 D. Parking. Parking shall be provided in accordance with chapter 17.196 of this title.

2147 E. Signs. Signs shall be in accordance with section 17.216.160 of this title.

2148 **17.105.040 Development standards.**

2149 Minimum standards for development in the riverfront redevelopment multiuse district shall be as follows:

- 2150 A. Minimum Lot Requirements. All lots hereafter established shall meet the following minimum
2151 requirements:
 - 2152 1. Lot area: five thousand (5,000) square feet;
 - 2153 2. Lot width: fifty (50) feet.
- 2154 B. Setback, Height and Density. The following minimum standards are established as guides for
2155 design of development. These standards may be increased or decreased by the development review

2156 committee upon review of individual site design in relation to surrounding properties and
2157 development of the riverfront redevelopment multiuse district as a whole.

2158 1. Setbacks.

2159 a. Setbacks shall be as follows:

2160 i. Setbacks shall be the same as the established setbacks for existing
2161 buildings within the same block.

2162 ii. Where there are minor irregularities in existing setbacks for the same
2163 block, any one of the existing setbacks which the planning commission
2164 considers most applicable may be used.

2165 iii. Where there are major irregularities in existing setbacks for the same
2166 block, the setback shall be no less than the average of setbacks for existing
2167 buildings on either side of the proposed development.

2168 iv. Where no established building setbacks exist, the setback shall be a
2169 minimum of five feet from the back of the sidewalk.

2170 v. Setbacks from the Wicomico River shall be a minimum of ten feet from
2171 the back of the existing or proposed bulkheading line.

2172 vi. Setbacks from interior lot lines shall be a minimum of ten feet.

2173 b. Modifications to Setbacks.

2174 i. During its review of any development requiring a modification to setbacks,
2175 the planning commission shall consider the location of buildings on the
2176 site relative to safe vehicular movement on existing or proposed streets,
2177 light, air and ability of fire or emergency equipment and vehicles to
2178 adequately serve the development.

2179 ii. Special consideration shall be given to the location of landscaped areas
2180 and areas of pedestrian movement to assure coordination of landscaping
2181 and freedom and safety of pedestrian movement.

2182 iii. The planning commission may consider an increase or decrease in
2183 setbacks wherever a rearrangement of buildings on the site will aid in
2184 achieving a continuous link of development with freedom and
2185 encouragement of pedestrian movement from one development to another.

2186 2. Density.

2187 a. Floor area for commercial or other uses shall not be used when computing density
2188 for dwelling units.

2189 b. Inherent density shall not exceed forty (40) units per acre.

2190 c. Increased density shall require a special exception from the b **Board of Appeals**
2191 ~~board of zoning appeals~~. In addition to consideration of the criteria required by
2192 section 17.232.020 of this title, the board shall consider the criteria set forth in
2193 subsection (B)(4) of this section.

2194 3. Height.

2195 a. Inherent height shall not exceed seventy-five (75) feet.

2196 b. Increased height shall require a special exception from the **Board of Appeals**
2197 ~~board of zoning appeals~~. In addition to consideration of the criteria required by

2198 section 17.232.020 of this title, the board shall consider the criteria set forth in
2199 subsection (B)(4) of this section.

2200 4. Criteria for Increased Height and/or Density.

2201 a. When acting upon a request for either increased height or density, the **Board of**
2202 **Appeals** ~~board of zoning appeals~~ shall consider any or all of the following criteria
2203 as may apply to the type of development proposed:

2204 i. Recommendation from the planning commission;

2205 ii. The type of residential development proposed relative to the ability of the
2206 site to accommodate the density proposed;

2207 iii. The availability of city services to the site, such as water, sewer, streets
2208 and parking lots or structures; and whether the site can accommodate a
2209 higher density and/or height without an undue burden of expense to the
2210 city;

2211 iv. The functional, visual and spatial relationship of the proposed height
2212 relative to surrounding development and the CBD as a whole;

2213 v. Whether the proposed height will create an intrusion or conflict with the
2214 spatial arrangement of existing or proposed buildings;

2215 vi. Shadows which may interfere with solar panels or other solar equipment
2216 already in existence or under contract to be installed on existing buildings
2217 or buildings approved for construction in the immediate vicinity;

2218 vii. Water pressure and capability of community fire-fighting equipment, in
2219 addition to any required construction or fire safety devices, to assure safety
2220 of occupants;

2221 viii. The merits of the design and whether the treatment of setbacks,
2222 landscaping or other amenities, in addition to architectural treatment of the
2223 building, provide an excellence of design which contributes to the
2224 furtherance of the purpose of the CBD.

2225 b. The board may solicit any expert review and advice to assist it in making a decision
2226 on the request for increased height and/or density.

2227 C. Open Space and Landscaping.

2228 1. Landscaped open space shall be provided to attract development, provide a pleasing
2229 environment and improve the appearance of the entire area.

2230 2. Wherever possible, landscaped open space areas shall be provided adjoining the
2231 landscaped open space area on an adjoining parcel. Landscaping for both areas shall be
2232 coordinated so as to give the appearance of one continuous landscaped area.

2233 3. Parking lots shall be landscaped in accordance with chapter 17.220 of this title.

2234 4. Landscaped screening areas shall be provided along side and/or rear property lines of
2235 industrially used property except where adjoining the Wicomico River. All areas not used
2236 for loading and unloading along the riverfront shall be landscaped.

2237 5. Landscaped screening areas may be required along any property line where the
2238 development review committee and planning commission find that such landscaped
2239 screening area is necessary to further the purpose of the riverfront district and provide
2240 separation to minimize any possible adverse effect from adjoining uses.

2241 D. Parking. Parking shall be provided in accordance with chapter 17.196, except where governed by
2242 the established parking tax district regulations.

2243 E. Signs. Signs shall be in accordance with chapter 17.216 of this title.

2244 **17.166.020 Permit required.**

2245 A. No adult entertainment business may operate within the city of Salisbury unless and until said
2246 business has obtained an adult entertainment permit from the city in accordance with this chapter.
2247 Permits shall be renewed on an annual basis on or before March 1st of each year.

2248 B. Permit applications shall be provided by the director of the department of infrastructure and
2249 development. The permit application shall include the street address of the proposed adult
2250 entertainment business, the names and addresses of all owners, as hereinafter described, and any
2251 other information deemed necessary by the director.

2252 1. If the owner is a corporation, the permit application shall provide the names and residence
2253 addresses of all officers of the corporation, and names and residence addresses of all
2254 shareholders or members with an interest of ten percent or greater;

2255 2. If the owner is a partnership, the permit application shall provide the names and residence
2256 addresses of all partners with an interest of ten percent or greater;

2257 3. If the owner is any other form of unincorporated association, the permit application shall
2258 provide the names and residence addresses of all principals with an interest of ten percent
2259 or greater;

2260 4. If the owner is an individual person, the permit application shall provide the name and
2261 address of that individual person;

2262 5. If none of the persons listed in subsections (B)(1) through (B)(4) hereinabove has an
2263 address in this state, the permit application also shall provide the name and address of a
2264 person who resides within the state and who is authorized to accept service of process on
2265 behalf of the owner(s) and who shall be designated as a responsible, local party or agent,
2266 both for purposes of notification in the event of an emergency affecting the public health,
2267 safety or welfare and as herein authorized and in connection herewith.

2268 C. Each application for an adult entertainment permit shall also include the following:

2269 1. A certification by a licensed surveyor or licensed engineer showing distances from the
2270 nearest portion of the structure to be used for an adult entertainment business to the nearest
2271 property line of the premises of a church, school, park, day care center, residential zoning
2272 district or other residential use, or another adult entertainment business, as those terms are
2273 defined in Title 17 of this code.

2274 D. Permit Fees. The application fee for an adult entertainment permit shall be one hundred dollars
2275 (\$100.00).

2276 E. Processing a Permit Application for an Adult Entertainment Business.

2277 1. The adult entertainment permit shall be approved or denied in writing within ten working
2278 days after the application is filed and determined to be complete, unless additional time is
2279 needed to review structural issues unrelated to the use of the adult entertainment business,
2280 in which case the generally applicable time period relating to issuance of a building permit
2281 shall apply.

2282 2. If the adult entertainment permit is not approved or denied within the time period
2283 established in this section, the application shall be deemed approved.

- 2284 3. In order to guarantee prompt judicial review of any adult entertainment application, and in
2285 recognition of the restrictions on the city of Salisbury's authority to require courts in
2286 Maryland or the federal circuits to take action within any given time period, a temporary
2287 zoning certificate shall be issued if:
- 2288 a. The adult entertainment permit is denied,
- 2289 b. The applicant brings a timely action for administrative review by the **Board of**
2290 **Appeals** ~~board of zoning appeals~~ and/or judicial review, as defined in the rules of
2291 procedure for the court in which the application is brought, and
- 2292 c. The proposed adult entertainment business is not located in a residential zoning
2293 district.
- 2294 4. A temporary adult entertainment permit issued pursuant to this section expires when a final
2295 judicial determination is made relating to the application. If the applicant prevails, and the
2296 city does not seek additional review, then a permanent adult entertainment permit shall be
2297 issued within five working days after the applicant notifies the director of the department
2298 of infrastructure and development of the reviewing body's decision; if the applicant does
2299 not prevail, the temporary adult entertainment permit becomes null and void, and the
2300 applicant shall bring the premises into compliance with this code within ten working days
2301 after the final judicial decision is rendered.

2302 **17.166.050 Variance.**

- 2303 A. Applicability. The **Board of Appeals** ~~board of zoning appeals~~ may authorize variances to the
2304 provisions of section 17.166.030 of this chapter in accordance with the criteria set forth in
2305 subsection B of this section. The granting of a variance does not exempt the applicant from any
2306 provisions of this section other than modifying the locational restrictions set forth in section
2307 17.166.030.
- 2308 B. Decision making Criteria, Variances for Adult Entertainment Businesses. The board may authorize
2309 a variance only upon specific findings that:
- 2310 1. A sufficient physical barrier separates the adult entertainment business from any of the
2311 protected uses set forth in section 17.166.030, so as to substantially fulfill the purpose of
2312 the distance requirement. Such physical barriers may include, but are not limited to, limited
2313 access streets or highways, walls, and natural or man-made waterways;
- 2314 2. The strict application of the provisions of these regulations will create an undue hardship
2315 unique to the applicant for a particular location; and
- 2316 3. All other applicable provisions of this chapter will be observed.

2317 **17.168.010 Purpose.**

2318 To avoid excessive concentration of population, prevent overcrowding of land and congestion in streets,
2319 minimize adverse effects on surrounding development, assure the safety of inhabitants and residents in the
2320 vicinity and to provide the amenities essential to a residential environment, the following minimum
2321 standards for apartment development are established. Recognizing that there may be certain locations where
2322 services, access, topography, amenities and design of the site can accommodate higher densities than
2323 permitted, inherently special standards and requirement of **Board of Appeals** ~~board of zoning appeals~~
2324 approval for higher densities are also established in addition to minimum standards.

2325 **17.168.040 Density or height increases permitted by special exception.**

- 2326 A. In all districts where apartment development is permitted, the **Board of Appeals** ~~board of zoning~~
2327 ~~appeals~~ may approve an increase in height or density up to a maximum of thirty (30) units per acre

2328 after consideration of the following criteria in addition to satisfying the requirements of chapter
2329 17.232 pertaining to special exceptions:

- 2330 1. The additional ten-foot setback required for each story above three is provided in any
2331 combination to provide distance and separation from lower profile residential
2332 development.
- 2333 2. Open space is increased to forty (40) percent of the net project area.
- 2334 3. Arrangement of buildings on the site can be designed to minimize the effect of shadows,
2335 interference with light and air and intrusion on privacy of adjoining residential yards.
- 2336 4. Additional landscaping and screening is provided around parking areas, where the board
2337 deems necessary, and adjoining residential development.

2338 B. In determining whether an increase in height or density should be approved, the board shall
2339 consider such factors as:

- 2340 1. The topography of the site and whether it can be used to soften the impact of any increased
2341 building height in relation to the surrounding area;
- 2342 2. Existing and proposed streets and traffic patterns relative to the amount of traffic to be
2343 generated by the increased density and whether it can easily be accommodated without
2344 being detrimental to surrounding residential area;
- 2345 3. Whether the site is further separated from residential areas by streets or nonresidential uses
2346 or the site adjoins or is immediately across the street from a public pond, lake or park;
- 2347 4. Provision of recreational facilities in relation to maximum density of people to be served;
- 2348 5. How the criteria have been used in designing the site to achieve maximum results in
2349 integration of greater building height and density without harsh contrast in relation to
2350 surrounding development.

2351 C. After consideration of the criteria and factors for review, the board shall approve such increase in
2352 building height and density as it considers will have the least impact on and be the least detrimental
2353 to the surrounding area.

2354 **17.180.050 Special exceptions.**

2355 For all developments requiring a special exception, the planning commission shall, after reviewing
2356 **applicant's preliminary comprehensive development plan, all plans and comments**, submit its review
2357 findings, together with all plans and comments and any suggested conditions or changes, to the board of
2358 zoning appeals for ~~final~~ consideration at a formal public hearing. **A final comprehensive development**
2359 **plan shall not be approved by the planning commission until the Board of Appeals has rendered a**
2360 **decision on the special exception.**

2361 **17.180.060 Waiver.**

2362 The planning commission and/or the **Board of Appeals** ~~board of zoning appeals~~ may waive any or all of
2363 the statements or studies required as part of the comprehensive development plan set forth in the definition
2364 in section 17.04.120, after consideration of the extent and impact of the development proposed, whether
2365 the requirement is necessary and in the best interest of the city, and the hardship imposed by the requirement
2366 upon the applicant.

2367 **17.196.020 General standards.**

2368 No land shall be used or occupied, no structure shall be designed, erected or expanded, used or occupied,
2369 and no establishment shall be operated, unless sufficient off-street parking and loading spaces are provided

2370 in accordance with this chapter. However, the provisions of this chapter shall not apply to established
2371 parking districts or uses for which a valid permit has been issued.

2372 A. Uses Not Listed. For any use, the wording of which is not specifically listed, the housing official
2373 shall determine if any other use is similar in nature, and the parking provisions for such a use shall
2374 prevail. Where the director of the department of infrastructure and development cannot make a
2375 determination of similar use, the planning commission, in accordance with the provisions of chapter
2376 17.04, Article II, shall review the proposal and make a written determination of similar use upon
2377 which the parking provisions for such use shall prevail.

2378 B. Encroachment. An off-street parking area shall not be encroached upon by buildings, storage,
2379 loading or unloading or any other use where such reduction or encroachment will reduce the area
2380 below that required by this article, nor shall the number of parking spaces be reduced except upon
2381 the granting of a variance by the **Board of Appeals** ~~board of zoning appeals~~. However, the
2382 placement of construction above such parking area shall not be deemed an encroachment if it is
2383 part of a building on the site and at least eight feet above the surface of the parking area.

2384 C. Prohibited Uses.

2385 1. No parking area shall be used for the sale, repair, dismantling or servicing of any vehicle
2386 or equipment or for the storage of materials or supplies, excluding emergency service and
2387 repair of vehicles.

2388 2. No motor vehicle, whether operable or inoperable, shall be parked in the front yard of any
2389 residence unless the same shall be positioned in a driveway or designated parking area with
2390 continuous access to a public street.

2391 In the event of a violation, the following procedures will be followed:

2392 a. A parking violation citation will be issued and placed on the windshield of the
2393 vehicle. A separate parking violation may be issued after each twenty-four-hour
2394 time period.

2395 b. A person who receives a citation under subsection (C)(2)(a) of this section may:

2396 i. Pay the penalty, in accordance with instructions on the citation, directly to
2397 the city; or

2398 ii. Elect to stand trial for the alleged violation pursuant to section 10.24.050
2399 of this code.

2400 D. Location.

2401 1. All required parking spaces shall be located on the same lot as the use they serve, except
2402 that:

2403 a. The owner of two or more abutting lots may locate the use on one lot and the
2404 parking spaces required for the use on another of his abutting lots; or

2405 b. Two or more abutting property owners may locate the parking spaces required for
2406 their uses on any of their lots if:

2407 i. The lot(s) providing the parking space abuts the lot(s) containing the use(s)
2408 it serves;

2409 ii. All of the affected lots are in the same zoning district;

2410 iii. The total number of spaces provided is not less than the sum of spaces
2411 required for all the uses;

2458 The planning commission may grant a request to allow additional parking spaces and
2459 impose additional requirements to address the impact of the additional spaces. Additional
2460 requirements may include:

- 2461 a. The use of pervious pavers;
- 2462 b. The installation of vegetative planting or structural screening beyond that
2463 otherwise required in this chapter and in chapter 17.220; and
- 2464 c. The installation of sidewalks, walkways, pedestrian lighting, landscaping, and
2465 other site improvements beyond that required in this chapter and chapter 17.220.

2466 2. Dimensions.

2467 a. Parking spaces other than those parallel to a curb, aisle or accessway required for
2468 off-street parking space shall be at least nine feet wide and twenty (20) feet long.
2469 For parallel parking spaces abutting a curb, aisle or accessway, each space shall be
2470 eight feet wide and twenty-four (24) feet long.

2471 b. The Director of the Department of Infrastructure and Development, at the request
2472 of an applicant, may approve alternative parking space dimensions of not less than
2473 nine feet wide and eighteen (18) feet in length, provided that:

2474 i. A comprehensive site plan is submitted to the director showing alternative
2475 parking space dimensions;

2476 ii. No compact vehicle spaces shall be approved to meet the minimum
2477 parking requirements of this chapter, but said spaces may be used to
2478 provide parking above the required minimum.

2479 iii. These provisions shall not apply to parallel parking.

2480 c. When approving a comprehensive development plan for a shopping center, the
2481 planning commission, at the request of the applicant, may approve a parking space
2482 dimension of not less than nine feet in width and eighteen (18) feet in length,
2483 provided that no compact vehicle spaces shall be approved to meet the minimum
2484 parking requirements of this chapter. Compact spaces may be used to provide
2485 parking above the required minimum parking.

2486 d. Compact Vehicle Spaces Required. No more than fifty (50) percent of parking lots
2487 for ten or more vehicles shall be reserved for compact vehicles. Parking spaces for
2488 compact vehicles shall be at least eight feet in width by seventeen (17) feet in
2489 length. Such spaces shall be designated by signs measuring at least ten by sixteen
2490 (16) inches, with letters at least three inches high stating "COMPACT VEHICLES
2491 ONLY." Where spaces are grouped together, signs may be placed at each end of
2492 the group; otherwise, spaces shall be individually signed.

2493 e. Number and Computation. In computing the required number of spaces, all
2494 fractional numbers shall be increased to the next highest integer. When
2495 computation is based on the number of employees, the number employed during
2496 the largest work shift shall be used.

2497 3. Parking and loading requirements shall be determined on the basis of the total amount of
2498 gross square feet of building area.

2499 I. Parking Lots. For the purpose of this title, "parking lots" are defined as facilities providing off-
2500 street parking space for five or more vehicles. All parking lots shall meet the design and
2501 maintenance standards specified below. All applications for a building or occupancy permit to use

2502 land, in whole or in part, as a parking lot as herein defined shall be accompanied by a landscaping
2503 plan as stipulated in chapter 17.220.

2504 1. Dimensions.

2505 a. All parking spaces shall comply with the dimensions specified in subsection
2506 (H)(1)(a). The minimum dimensions of all aisles providing access to parking lot
2507 spaces shall be as follows:

Angle of Parking Space to Aisle	Aisle Width (feet)	
	One-Way	Two-Way
Parallel	12	20
30° (150°)	12	20
45° (135°)	15	20
60° (120°)	18	20
90°	24	24

2508
2509 b. No portion of any parking space shall intrude into the required aisle width. For
2510 aisles providing access to parking spaces set at angles other than those specified
2511 above, the required aisle width shall be that of the nearest specified angle of
2512 parking. If equidistant from specified angles, the greatest aisle width of the two
2513 nearest angles shall apply.

2514 c. Handicapped spaces and dimensions shall be provided in accordance with state
2515 law.

2516 2. Obstructions. Parking lots shall be designed to permit each motor vehicle to proceed to and
2517 from all unoccupied parking spaces without requiring the moving of any other parked
2518 vehicle.

2519 3. Ingress and Egress. Entrance and exit driveways and aisles linking parking lots to public
2520 streets shall comply with the requirements for motor vehicle access stipulated by the city
2521 department of infrastructure and development. Parking spaces, other than residential, shall
2522 be designed to prevent motor vehicles from backing onto a public street in order to leave
2523 the lot.

2524 4. Location and Yard Requirements.

2525 a. All parking lots shall meet the location requirements stipulated in section
2526 17.196.020(D).

2527 b. All yards surrounding the parking lot, exclusive of driveways providing ingress
2528 and egress to the lot, shall be bordered by a curb six inches high along the sides of
2529 the yard area abutting the parking lot, including spaces and aisles. Concrete curb
2530 or bumpers shall be required in areas where, in the opinion of the director of
2531 department of infrastructure and development, a curb constructed of asphalt or
2532 similar material would be vulnerable to vehicular damage. If bumpers are provided
2533 at the end of each parking space, a curb is not required. Setback areas shall be
2534 planted with grass or similar vegetative material and may include shrubs, fences
2535 or walls, provided that they are not placed closer than three feet from any parking
2536 space.

2537 5. Structures. Utility poles, light standards and similar structures shall not be permitted within
2538 any aisle or parking space. Any structure located elsewhere within a parking lot shall be

2539 surrounded on all sides abutting the spaces or aisles by a curb six inches high, separated
2540 from the structure by at least three feet, the distance to be measured from the broadest point
2541 on each side, exclusive of any portion greater than ten feet from the ground.

2542 6. Raised Islands. Raised islands shall be installed at the ends of all parking bays abutting an
2543 aisle or driveway. The raised island shall be bordered by an asphalt or concrete curb six
2544 inches high wherever it abuts a space or aisle and shall each be an average of at least eight
2545 feet wide and extend the length of the parking space and/or bay. The islands shall be planted
2546 with trees, grass, shrubs and similar vegetative materials (see chapter 17.220) and may be
2547 combined with crushed stone. Utility poles and light standards may be installed within the
2548 raised islands, provided that they are separated from the spaces and aisles as required in
2549 subsection (I)(5) above.

2550 7. Maintenance. All parking lots shall be kept free from litter and trash. Any vegetative
2551 material required herein which dies shall be replaced as soon as recommended seasonal
2552 conditions occur for the replacement of the species.

2553 8. Reduction of Paved Areas. The **Board of Appeals** ~~board of zoning appeals~~ may reduce the
2554 required number of paved parking spaces for a proposed retail sales use, provided that the
2555 board determines the proposed paved areas will adequately serve the proposed use and
2556 provided that land to accommodate the required number of paved parking spaces is set
2557 aside and maintained in grass area, and further provided that should the retail sales use be
2558 changed, the required paved parking spaces shall be provided.

2559 9. Up to fifty (50) percent of the parking spaces required for theaters, public auditoriums,
2560 bowling alleys, dance halls and nightclubs, and up to one hundred (100) percent of the
2561 parking spaces required for a church auditorium, may be provided and used jointly by
2562 banks, offices, retail stores, repair shops, service establishments and similar uses not
2563 normally open, used or operated during the same hours as those uses listed above; provided,
2564 however, that such joint use is approved by the **Board of Appeals** ~~board of zoning appeals~~
2565 and written agreement thereto is properly executed and recorded in the land records of
2566 Wicomico County, except that such joint use in a planned development district shall be
2567 approved by the city council as part of the development plan.

2568 **17.212.020 Development standards.**

2569 A. A shopping center shall be developed in accordance with a comprehensive development plan as
2570 defined in section 17.04.120, which shall be submitted and reviewed in accordance with chapter
2571 17.180.

2572 B. The site shall be designed so that buildings, parking areas and landscaping are harmonious and
2573 attractively arranged and in a manner which will not adversely affect existing or future development
2574 in the area.

2575 C. Buildings shall be designed so that facades, signs and other appurtenances have an integrated and
2576 harmonious appearance.

2577 D. Access to and from the site shall be provided so as not to create a traffic hazard on boundary streets
2578 or interrupt traffic flow near an intersection. Entrance and exit drives shall be designed so that
2579 traffic will flow smoothly into and out of the parking lot without stacking of cars in entrance ways,
2580 onto boundary streets, in front of building entrances or blocking interior access drives to parking
2581 areas and shall be delineated from interior parking areas by permanent curbing or similar barriers
2582 to effectively channel traffic within the parking lot.

2583 E. Parking shall be arranged to avoid excessive walking and minimize conflict between pedestrian
2584 and interior traffic movements. Loading and unloading areas shall be separated from customer

2585 parking areas, and safety provisions shall be made for protection of pedestrians through adequate
2586 location of sidewalks and crossovers which are provided with drainage, lighting, directional signs
2587 and supervision as may be necessary.

2588 F. Shopping centers shall be served by common sewers, gas, water, lighting, power and services where
2589 feasible.

2590 G. A minimum of ten percent of the total construction must be initiated within two years of
2591 comprehensive development plan approval.

2592 H. Needs Analysis.

2593 1. A needs analysis shall be prepared and submitted with the application for a comprehensive
2594 development plan for:

2595 a. Any proposed shopping center greater than one hundred thousand (100,000) gross
2596 square feet of floor area approved after July 1, 1989;

2597 b. The expansion of any existing or previously approved shopping center greater than
2598 one hundred thousand (100,000) gross square feet of floor area where such
2599 expansion exceeds fifty (50) percent of the approved gross floor area;

2600 c. The requirement for a needs analysis shall not be waived by the planning
2601 commission.

2602 2. The needs analysis shall be prepared to demonstrate that the amount of proposed building
2603 area can be properly absorbed by the local or regional market it is planned to serve.

2604 3. The needs analysis shall include an assessment of the existing amount of retail floor space
2605 in the community and the amount approved in the past but currently unbuilt in order to
2606 assure that premature development or a surplus of new commercial floor space does not
2607 occur which will oversaturate the city with commercial floor space resulting in the potential
2608 deterioration and blight of existing approved commercial areas in the city.

2609 4. If the planning commission finds, during its review of the comprehensive development
2610 plan, that the proposed shopping center will result in the creation of surplus retail square
2611 footage in the city which may result in the blight or deterioration of existing commercial
2612 areas or that the proposed shopping center may be premature or that the needs analysis is
2613 inadequate in content to provide the required information, then it shall recommend denial
2614 of the special exception to the **Board of Appeals** ~~board of zoning appeals~~.

2615 5. If the commission finds that the proposed development will add to the economic viability
2616 of the city and will not create the adverse conditions stated in subsection (H)(4) of this
2617 section, a recommendation for approval of the proposed development shall be forwarded
2618 to the **Board of Appeals** ~~board of zoning appeals~~.

2619 6. The **Board of Appeals** ~~board of zoning appeals~~ shall consider the results of the needs
2620 analysis and the planning commission's recommendation in making its decision on any
2621 request for a special exception for a shopping center. **A final comprehensive development
2622 plan shall not be approved by the planning commission until the Board of Appeals
2623 has rendered a decision on the special exception.**

2624 **17.216.070 Signs which may be erected in R-5A, RR-5A and R-8A residential districts.**

2625 Signs which may be erected in residential R-5A, RR-5A and R-8A districts are as follows:

2626 A. Signs as listed in section 17.216.050;

- 2627 B. One temporary sign not exceeding thirty-two (32) square feet in area, nonilluminated, identifying
2628 a model unit in a townhouse or apartment project;
- 2629 C. One nonilluminated or indirectly illuminated sign not exceeding two square feet in area identifying
2630 an ongoing management or rental office in an apartment or townhouse project or for a temporary
2631 sales office until all units have been sold;
- 2632 D. One identification sign for a townhouse or apartment project not to exceed fifty (50) square feet in
2633 surface area, which may be reduced by the **Board of Appeals** ~~board of zoning appeals~~ upon review
2634 of the site and size of projects. Such sign may be ground-mounted not to exceed five feet above
2635 grade and set back fifteen (15) feet from the curblineline or may be a flat wall sign.

2636 **17.216.200 General provisions.**

- 2637 A.
- 2638 1. No sign, unless excepted by these regulations, shall be erected, constructed, posted,
2639 painted, altered, maintained or relocated until a permit has been issued by the director of
2640 the department of infrastructure and development. Before any permit is issued, an
2641 application provided by the director shall be filed with three sets of drawings and/or
2642 specifications as may be necessary to fully advise and acquaint the director with the
2643 location, construction, materials, manner of illumination and/or securing or fastening and
2644 the number of signs applied for. All signs shall be erected on or before the expiration of six
2645 months from the date of issuance of the permit; otherwise a new permit shall be required.
2646 Fees for sign permits shall be in accordance with the fee schedule adopted by ordinance, a
2647 copy of which is maintained in the office of the department of infrastructure and
2648 development. Each sign requiring a permit shall be clearly marked with the permit number
2649 and name of the person or firm placing the sign on the premises.
- 2650 2. Where the director of the department of infrastructure and development determines that an
2651 application for a sign is either prohibited under section 17.216.030 or is not permitted to
2652 be erected in its applicable district, the director shall deny the permit.
- 2653 3. Any interested party may submit within ~~thirty (30)~~ **twenty-one (21)** days from the issuance
2654 or denial of the permit a written appeal to the **Board of Appeals** ~~board of zoning appeals~~,
2655 which shall promptly hear that appeal at a public meeting. ~~A majority vote of the board~~
2656 ~~shall either affirm the decision of the director or shall reverse the decision.~~
- 2657 B. The following signs do not require a permit as required in subsection (A) of this section; provided,
2658 they are in compliance with section 17.216.030:
- 2659 1. Public Signs. Signs erected by or required to be erected by any government agency;
- 2660 2. Changing of copy on a bulletin board, poster board, display easement, outdoor advertising
2661 structure or marquee;
- 2662 3. Temporary (as defined in section 17.216.020) instructional signs not exceeding two square
2663 feet in area or three feet in height;
- 2664 4. Signs on trucks, buses or other vehicles while in use in the normal course of business;
- 2665 5. Nonilluminated signs, not exceeding six square feet in area, with letters not exceeding one
2666 foot in height, painted, stamped, perforated or stitched on the surface area of an awning,
2667 canopy, roller curtain or umbrella;
- 2668 6. Memorial tablets or signs and historic markers;
- 2669 7. Flags and insignias of bona fide civic, charitable, fraternal and welfare or religious
2670 organizations and national flags and flags of political subdivisions of the United States;

- 2671 provided, there are no more than three flags, any one of which may not exceed twenty (20)
2672 square feet on any single lot;
- 2673 8. Banners. One banner of no more than thirty-two (32) square feet in area for no more than
2674 fourteen (14) consecutive days in any year;
- 2675 9. Permanent signs on vending machines and dispensers such as gasoline pumps;
- 2676 10. Signs not exceeding two square feet locating utility facilities;
- 2677 11. One or more political campaign signs which, in aggregate, do not exceed a total of thirty-
2678 two (32) square feet in area, set back at least fifteen (15) feet from the curblin, on any
2679 privately owned lot, except where a building is located less than fifteen (15) feet from the
2680 curblin and, in that event, the setback is the lesser of fifteen (15) feet or the distance
2681 between the building and the curblin;
- 2682 12. Nonbusiness signs (which are not outdoor advertising structures as defined in section
2683 17.216.020) may be erected for a period not to exceed ninety (90) days in any calendar
2684 year by or for the owner or lawful occupant of any lot or structure which signs, in aggregate,
2685 do not exceed a total of six square feet in area, nonilluminated. Such signs must be set back
2686 at least fifteen (15) feet from the curblin on any lot or affixed to an occupied dwelling,
2687 structure or building, except where such dwelling, structure or building is located less than
2688 fifteen (15) feet from the curblin and, in that event, the setback is the lesser of fifteen (15)
2689 feet or the distance between the dwelling structure or building and the curblin;
- 2690 13. Temporary (as defined in section 17.216.020) real estate signs as specified in section
2691 17.216.050(E), which have a maximum area of eight square feet, nonilluminated;
- 2692 14. Temporary (as defined in section 17.216.020) construction signs as specified in section
2693 17.216.050(G);
- 2694 15. Name and address signs not exceeding one for each principal business or use on a premises
2695 and not exceeding two square feet in area;
- 2696 16. Temporary (as defined in section 17.216.020) directional signs as specified in section
2697 17.216.050(K).
- 2698 C. The following temporary signs or displays may be permitted upon written approval of the director
2699 of the department of infrastructure and development:
- 2700 1. Signs advertising a special civic or cultural event such as a fair or exposition, play, concert
2701 or meeting, sponsored by a governmental or charitable organization;
- 2702 2. Special decorative displays used for holidays, public demonstrations or promotion for
2703 nonpartisan civic purposes;
- 2704 3. Special sales promotion displays, in districts where sales are permitted, including displays
2705 incidental to the opening of a new business.
- 2706 D. Signs which are allowed to be lighted may be lighted; provided, that the light illuminating any sign
2707 shall be shaded, shielded or directed so that it shall not adversely affect surrounding properties or
2708 the vision of drivers or pedestrians on public or private rights-of-way or parking areas.
- 2709 E. No business ground sign may be located closer than twenty-five (25) feet from a residentially zoned
2710 property, and no wall sign shall be placed on the side or rear of a building adjoining a residential
2711 district.

- 2712 F. Wherever a use for which a business ground sign is permitted has frontage on more than one street,
 2713 one additional ground sign may be permitted with a total surface area not to exceed one-half that
 2714 which is permitted for the first ground sign.
- 2715 G. Setbacks for signs shall be measured from the curblin where existing or proposed, except that
 2716 wherever a city or state right-of-way fifteen (15) feet or more in width is maintained beyond the
 2717 curblin, setbacks for all ground signs shall be no less than five feet from the right-of-way line.
- 2718 H. Heights of signs shall be measured from the ground to the top edge of the rectangle enclosing the
 2719 sign surface area, except for roof signs. Wherever the ground on which the sign is to be located is
 2720 below the grade of the roadway for which the sign is designated to be viewed, the height of the sign
 2721 shall be measured from the grade level of the curblin along such roadway.
- 2722 I. No ground sign shall be located so as to substantially obstruct the view of a ground sign on
 2723 adjoining property when viewed from a distance of two hundred (200) feet at any point four feet
 2724 above the roadway grade of the traffic lane closest to the street property line.
- 2725 J. No sign may be arranged or located in any district so that it interferes with traffic through glare,
 2726 through blocking of reasonable sight lines for streets, sidewalks or driveways or through confusion
 2727 with a traffic control device.
- 2728 K. A sign advertising a nonconforming business or industrial use located in a residential district shall
 2729 conform to the sign regulations set forth in section 17.216.080.
- 2730 L. In any district, the surface area of one ground sign may be increased by twenty-five (25) percent if
 2731 the permitted wall sign surface area is reduced by fifty (50) percent.

2732 **17.216.210 Nonconforming signs.**

- 2733 A. A legally nonconforming sign, except outdoor advertising structures, shall be any sign which on
 2734 the effective date of this title was lawfully existing, having been lawfully erected under any prior
 2735 zoning or other ordinance pertaining to signs and having been lawfully maintained since that time,
 2736 but which sign does not conform to the regulations for signs established by this chapter.
- 2737 B. A lawful nonconforming sign, except outdoor advertising structures, may continue, provided that
 2738 the owner and/or user can provide a notarized statement that the sign was constructed in accordance
 2739 with state and local regulations in effect at the time of construction. Such statement shall contain:
- 2740 1. The name and address of the owner of the sign and the owner of the property on which the
 2741 sign is located;
 - 2742 2. The location of the sign in relation to existing or proposed buildings;
 - 2743 3. The size, height, setback and description of the sign;
 - 2744 4. The date of erection of the sign and the permit number, if applicable.
- 2745 C. A nonconforming sign, except outdoor advertising structures, which is fifty (50) percent or more
 2746 damaged or destroyed or becomes substandard under any applicable city code to the extent that the
 2747 sign becomes a hazard or danger shall terminate and shall be removed within thirty (30) days from
 2748 the date of notification for removal from the director of the department of infrastructure and
 2749 development.
- 2750 D. All outdoor advertising structures of whatever value in the central business district are
 2751 nonconforming as of the date of enactment of this title, May 23, 1983, and by May 23, 1991, shall
 2752 be removed or conform to the standards set forth in subsection E of this section.
- 2753 E. All outdoor advertising structures of whatever number, size and value in the city of Salisbury, other
 2754 than those in the central business district, are nonconforming as of August 13, 1990. By the later

2755 of January 1, 1994, or January 1st of the year following the tenth anniversary of the issuance of the
2756 last building permit for the outdoor advertising structure issued by the city prior to August 13, 1990,
2757 all outdoor advertising structures shall either be removed or conform to the following standards,
2758 which shall also apply to all existing outdoor advertising structures which, after August 13, 1990,
2759 are either replaced entirely or are reconstructed or repaired such that the cost of such reconstruction
2760 or repair exceeds fifty (50) percent of the replacement cost of the entire outdoor advertising
2761 structure at the time of such reconstruction or repair, as follows:

- 2762 1. The number of outdoor advertising structures on a lot and the number of faces on any
2763 outdoor advertising structure may not be increased from the number which exists on such
2764 lot as of the date of final passage of this chapter.
- 2765 2. Any outdoor advertising structure shall be set back twenty-five (25) feet from the curblines
2766 of all streets.
- 2767 3. No outdoor advertising structure shall be located closer than one hundred (100) feet to
2768 either a city or county residential zoning district.
- 2769 4. An outdoor advertising structure face shall be limited to one message per face and shall not
2770 exceed a total of one hundred (100) square feet in surface area, except for faces which, on
2771 August 13, 1990, exceeded three hundred sixty (360) square feet, exclusive of trim, which
2772 shall not exceed a total of three hundred (300) square feet in surface area.
- 2773 5. All faces on any outdoor advertising structure shall be placed back-to-back.
- 2774 6. Each outdoor advertising structure face shall be framed with trim work which shall be no
2775 smaller than six inches and no larger than one foot. The area of the trim shall not be
2776 considered in determining the total square footage of surface area.
- 2777 7. No outdoor advertising structure face shall exceed a vertical dimension of fourteen (14)
2778 feet nor a total horizontal dimension of twenty-five (25) feet.
- 2779 8. No outdoor advertising structure shall exceed twenty-five (25) feet in height.
- 2780 9. The base of each outdoor advertising structure at ground level shall be surrounded at each
2781 of its base supports by a five-foot landscaped area consisting of flowering trees and
2782 evergreen shrubs. Each support pole shall be landscaped. The five-foot landscaped area
2783 shall be measured from the outside of said support pole entirely around said pole.
- 2784 10. All outdoor advertising structures and faces shall be kept repaired and properly painted and
2785 maintained.
- 2786 11. Each outdoor advertising structure shall comply with the licensing provisions of section
2787 17.216.240.
- 2788 12. Any outdoor advertising structure existing outside the city limits which is annexed into the
2789 city limits after August 13, 1990, shall be considered to have existed on August 13, 1990.
- 2790 13. No existing outdoor advertising structure which exists on August 13, 1990, shall be
2791 increased in size or height from the size and height that existed on August 13, 1990.
- 2792 14. No illegal outdoor advertising structure may continue in existence, and the same shall be
2793 removed. This chapter does not make legal any illegal outdoor advertising structure.
- 2794 15. Any sign, display or device allowed under this chapter may contain, in lieu of any other
2795 copy, any otherwise lawful noncommercial message that does not direct attention to a
2796 business operated for profit or to a commodity or service for sale and that complies with
2797 all other requirements of this chapter.

- 2798 16. Any variances from the operation of the foregoing standards shall be pursuant to the
2799 provisions of chapter 17.16, Article II, except that in addition to the criteria for approval
2800 contained in chapter 17.16, Article II, the **Board of Appeals** ~~board of zoning appeals~~ may
2801 also consider the following:
- 2802 a. Whether the strict application of the height and setback limitations will prevent the
2803 owner of the outdoor advertising structure from continuing the operation of the
2804 outdoor advertising structure;
 - 2805 b. Whether the obligation of the owner of the outdoor advertising structure under any
2806 lease or advertising obligation which existed on April 24, 1989, extends beyond
2807 the date upon which the outdoor advertising structure is required to conform to the
2808 standards contained in this subsection E of this section;
 - 2809 c. Whether for practical reasons it will be a hardship or unduly burdensome on the
2810 owner of the outdoor advertising structure to comply with the landscaping
2811 requirements contained in this subsection.

2812 **17.216.230 Unusual signs and displays.**

2813 Applications for unusual signs or displays which give rise to questions of interpretation of these regulations
2814 may be referred by the director of the department of building, permitting and inspections to the **Board of**
2815 **Appeals** ~~board of zoning appeals~~ for the purpose of interpretation by the board and recommendation for
2816 action on the application to the director.

2817 **17.220.020 Landscaping or screening requirements.**

2818 Wherever either landscaping or screening is required by this title, all such areas shall be provided in
2819 accordance with the requirements listed below and the requirements set forth in the special development
2820 standard chart in section 17.220.040.

2821 A. Screening.

- 2822 1. Building Permit Requirements. Wherever landscaping or screening is required by this title
2823 without the necessity of plan approval by the commission and in order to assure compliance
2824 with either the landscaping or screening requirements of this chapter, either landscaping or
2825 screening plans shall be submitted to the director of the department of infrastructure and
2826 development for review and approval as a part of the application for a building permit or
2827 prior to the issuance of any building permit. Said plan or plans may be submitted as separate
2828 documents or as a part of the required site plan and, if required by the director, shall be in
2829 sufficient detail to show:
 - 2830 a. The approximate location of neighboring homes or other buildings adjoining the
2831 proposed development site;
 - 2832 b. The approximate location of all wooded areas of branches or natural, intermittent
2833 drainage channels;
 - 2834 c. The approximate location of any outstanding individual trees or special features
2835 on the development site;
 - 2836 d. The location, name, height and diameter of trees and the size of shrubbery to be
2837 planted within landscaped or screened area;
 - 2838 e. The height, length, type and location of fencing to be used for screening purposes.
- 2839 2. Screening shall be required along the lot line abutting the street to create a visual barrier
2840 which shall consist of no less than section 17.220.050(K) or either of section 17.220.050(C)
2841 or (D), in combination with section 17.220.050(F), (G), (H), (I), (J) or (L):

- 2842 a. Where a district in an industrial category (listed in Chapters 17.72 and 17.76) is
2843 located across the street from a residential district within or adjoining the city of
2844 Salisbury;
- 2845 b. Where a district boundary line crosses a lot and an industrial use is extended over
2846 the entire lot in a residential district by special exception.
- 2847 3. A five-foot-wide screening area shall be required wherever a parking lot adjoins a
2848 residential property along all lot lines abutting the residential lot.
- 2849 4. Screening is required around three sides of all off-street loading and unloading
2850 areas and solid waste and refuse disposal areas and shall consist of whichever is
2851 not less than either section 17.220.050(A), (B) or (H), depending on the height of
2852 the facility to be screened.

2853 B. Landscaping.

- 2854 1. A twenty-five-foot-wide landscaped area shall be provided:
- 2855 a. Along the lot line abutting a street, where a district of a business category (listed
2856 in Chapters 17.28, 17.32, 17.36, 17.40, 17.44, 17.84, 17.88, 17.92 and 17.96) is
2857 located across the street from a residential district;
- 2858 b. Along the lot line abutting a residential street, where a district boundary line
2859 crosses a lot and a business use is extended over the entire lot in a residential
2860 district by special exception;
- 2861 c. Provided that all such areas along all lot lines abutting a street shall be compatible
2862 with the adjoining residential district and shall consist of no less than any
2863 combination of section 17.220.050(E), (F), (G), (H), (I), (J) and (L).
- 2864 2. Parking Lots. Landscaping requirements and screening requirements shall be as follows:
- 2865 a. All Parking Lots.
- 2866 i. Perimeter Requirements.
- 2867 (A) Setback Area. Three-foot-wide areas from interior property lines
2868 and back of sidewalks and eight-foot-wide areas from curblines where no
2869 sidewalk exists to the edge of a parking lot are required to be landscaped
2870 with any combination of grass, shrubs, trees and decorative plantings.
- 2871 (B) Screening Areas. A five-foot-wide screening area along all
2872 property lines is required where a parking lot adjoins a residential use, such
2873 area to be landscaped with any combination of section 17.220.050(E)
2874 through (L).
- 2875 ii. Interior Requirements for Islands.
- 2876 (A) Landscaped islands an average of eight feet wide, bordered by six-
2877 inch-high asphalt or concrete curbs shall be provided at the ends of all
2878 parking bays abutting an aisle or driveway and are required to be
2879 landscaped with trees, shrubs, grass and similar vegetation which may be
2880 combined with crushed stone or other decorative materials.
- 2881 (B) Apartment and townhouse parking lots. In addition to the above
2882 island requirement, no more than ten parking spaces may be located in a
2883 continuous arrangement without a landscaped divider at least nine feet in
2884 width separating groups of every ten spaces, provided that for groups of

2885 ten or more spaces but less than an even number, the nine-foot divider may
2886 be centered as evenly as possible.

2887 b. Parking Lots of Twenty (20) or More Spaces. For any parking lot of twenty (20)
2888 or more spaces, not less than ten percent of the interior shall be landscaped, in
2889 accordance with the following general guides:

2890 i. The primary landscaping material shall be trees capable of providing shade
2891 at maturity;

2892 ii. Shrubbery, hedges and other planting materials may be used as
2893 complements, and landscaping and planting areas must be reasonably
2894 dispersed throughout the parking lot;

2895 iii. The interior dimensions and height of any planting island or planting
2896 median must be sufficient to protect the landscaping materials planted
2897 therein and to ensure proper growth;

2898 iv. Interior landscaping of parking lots shall be in addition to peripheral
2899 landscaping required herein where applicable;

2900 v. All other provisions for the design and landscaping of parking lots as
2901 required by Chapters 17.96, 17.168 and 17.224 shall apply.

2902 c. Alternative Parking Lot Design. In lieu of the ten-percent interior landscaping
2903 requirements, an applicant has the option of designing a parking lot in accordance
2904 with the specific standards listed below; provided, that this provision shall apply
2905 only in those instances where a plan approval is not required by the planning
2906 commission.

2907 i. Perimeter Landscaping. A three-foot landscaped area adjacent to all
2908 driveways leading to the lot and around the outer edges of all parking lots.

2909 ii. Screening Areas. A five-foot screening area adjacent to all residential uses
2910 to be landscaped with any combination of section 17.220.050(E) through
2911 (L).

2912 iii. Islands. Landscaped islands, each an average of eight feet wide, bordered
2913 by six-inch-high asphalt or concrete curbs, shall be provided at the ends of
2914 all parking bays abutting an aisle or driveway which are required to be
2915 landscaped with trees, shrubs, grass and similar vegetation which may be
2916 combined with crushed stone or other decorative materials.

2917 iv. Dividers. No more than fifteen (15) parking spaces may be located in a
2918 continuous arrangement without a landscape divider at least nine feet in
2919 width separating groups of fifteen (15) spaces; provided, that for fifteen
2920 (15) or more spaces but less than an uneven number, the nine-foot divider
2921 may be centered as evenly as possible.

2922 3. Special Landscaping Guideline Areas. Where landscaping guidelines are established by the
2923 planning commission or city council for any specific street, highway, neighborhood, area
2924 or portion of a district, landscaping and screening shall be provided in accordance with
2925 such guidelines.

2926 C. Landscaping Plan or Screening Plan Requirements.

2927 1. Building Permit Requirements. Wherever landscaping or screening is required by this title
2928 without the necessity of plan approval by the commission and in order to assure compliance

2929 with either the landscaping or screening requirements of this chapter, either landscaping or
2930 screening plans shall be submitted to the Director of the Department of Infrastructure and
2931 Development for review and approval as a part of the application for a building permit or
2932 prior to the issuance of any building permit. Said plan or plans may be submitted as separate
2933 documents or as a part of the required site plan and, if required by the director, shall be in
2934 sufficient detail to show:

- 2935 a. The approximate location of neighboring homes or other buildings adjoining the
2936 proposed development site;
- 2937 b. The approximate location of all wooded areas of branches or natural, intermittent
2938 drainage channels;
- 2939 c. The approximate location of any outstanding individual trees or special features
2940 on the development site;
- 2941 d. The location, name, height and diameter of trees and the size of shrubbery to be
2942 planted within landscaped or screened area;
- 2943 e. The height, length, type and location of fencing to be used for screening purposes.

2944 2. Plan Approval Requirements. Wherever a landscaping plan or screening plan is required
2945 by this title as a part of a comprehensive development plan, certificate of design and site
2946 plan approval, a site plan or a planned development district or any project approval to be
2947 approved by the planning commission or **Board of Appeals** ~~board of zoning appeals~~, it
2948 shall:

- 2949 a. Be prepared by a registered landscape architect, architect, engineer, landscape
2950 designer or competent nurseryman;
- 2951 b. Consist of one or more sheets, drawn to scale, or included as a part of a site plan,
2952 including the following information:
 - 2953 i. The approximate location of neighboring homes or other buildings in the
2954 vicinity of the proposed development site,
 - 2955 ii. The location and footprint of all proposed buildings, structures and
2956 facilities on the site and proposed landscaping,
 - 2957 iii. The approximate location of branches or natural, intermittent drainage
2958 channels, ponds, wooded areas or other special features on the
2959 development site,
 - 2960 iv. A tabular summary of name, size and height or diameter and quantity of
2961 shrubbery and trees to be planted within landscaped or screened areas,
 - 2962 v. The height, length, type and location of fencing and related planting areas
2963 to be used for screening purposes;
- 2964 c. Show landscaping proposals for the following areas or facilities where applicable
2965 to the type of development proposed:
 - 2966 i. Foundation plantings,
 - 2967 ii. Dumpster or other solid waste collection area screening,
 - 2968 iii. Stormwater management retention or detention area landscaping,
 - 2969 iv. Aboveground utility box screening,
 - 2970 v. Parking lot plantings,

- 2971 vi. Perimeter plantings,
 2972 vii. Recreation facilities landscaping,
 2973 viii. Loading and unloading space screening;
 2974 d. Be consistent with the provisions of this chapter;
 2975 e. Be consistent with the specific requirements of a site plan or comprehensive
 2976 development plan and the specific requirements of this title for either the type of
 2977 development proposed or the planned development district being requested;
 2978 f. Unless otherwise specified by this title, landscaping, as a minimum, shall consist
 2979 of a combination of the following species at the sizes specified below, arranged in
 2980 such a manner as to complement the proposed structure or project:
 2981 i. Deciduous trees with a height of more than thirty (30) feet at maturity, two
 2982 to two and one-half (2½) inches in caliper and six feet or more in height at
 2983 planting,
 2984 ii. Deciduous trees with a height of less than thirty (30) feet at maturity, one
 2985 and one-half (1½) to two inches in caliper and four feet in height at
 2986 planting,
 2987 iii. Evergreen trees at a height of three and one-half (3½) to four feet or greater
 2988 at planting,
 2989 iv. Evergreen and deciduous shrubs at a height of eighteen (18) to twenty-
 2990 four (24) inches or greater at the time of planting,
 2991 v. As an alternative, an applicant may propose and the planning commission
 2992 may approve:
 2993 (A) The retention of natural growth on the site to meet the
 2994 requirements of this subsection, depending on width, density and type of
 2995 natural growth; provided, that the commission may require additional
 2996 supplemental plantings to obtain the effect intended by the purpose and
 2997 intent of these requirements;
 2998 (B) Landscaping consisting of a combination of the plantings listed in
 2999 section 17.220.050 and alternate plantings of various species and sizes;
 3000 (C) Landscaping consisting of a combination of architectural
 3001 materials, including fountains, special bricks, decorative features, statues
 3002 and other combinations of landscaping features, materials and plantings;
 3003 (D) Dwarf and other species may be used only for complementary
 3004 plantings, and no minimum sizes shall be required.

3005 **17.220.110 More stringent requirements to govern.**

- 3006 A. Wherever screening and landscaping required by another chapter of this title which is more
 3007 stringent than this chapter then that chapter shall govern.
 3008 B. Wherever the planning commission, **Board of Appeals** ~~board of zoning appeals~~ or city council is
 3009 required to review and approve either a landscaping or screening plan and its approval requires
 3010 more stringent landscaping and screening than required by this chapter, the decision of the
 3011 appropriate board, commission or council shall govern.

3012 C. Once a landscaping plan or screening and landscaping plan is approved by the council, commission
3013 or board, building permits shall be issued consistent with all approved plans.

3014 **17.232.020 Criteria—Conditions.**

3015 A special exception listed in this title shall be permitted, altered or denied by the **Board of Appeals** ~~board~~
3016 ~~of zoning appeals~~ as authorized in section 17.232.010, in accordance with the standards and procedures of
3017 this chapter. In judging whether or not a special exception shall be approved or denied, the **Board of**
3018 **Appeals** ~~board of zoning appeals~~ shall weigh its appropriateness and desirability or public convenience or
3019 necessity to be served against any adverse conditions that would result from authorizing the particular
3020 development at the location proposed and, in approving such use, shall consider the following criteria,
3021 except that the board, in making its decision, may waive those criteria it finds to be not applicable. In the
3022 case of a use existing prior to the effective date of this title classified as a special exception, a change in the
3023 use or in lot area or an addition to or enlargement of structure shall conform to the requirements for a special
3024 exception.

3025 A. Criteria for Consideration of Approval.

- 3026 1. Decisions of the circuit court for Wicomico County and appellate courts of Maryland;
- 3027 2. The nature of the proposed site, including its size and shape and the proposed size, shape
3028 and arrangement of structures;
- 3029 3. The resulting traffic patterns and adequacy of proposed off-street parking and loading
3030 areas;
- 3031 4. The nature of the surrounding area and the extent to which the proposed use might impair
3032 its present and future development;
- 3033 5. The proximity of dwellings, churches, schools, public structures and other places of public
3034 gathering;
- 3035 6. Accessibility of the premises for fire and police protection;
- 3036 7. Accessibility of light and air to the premises and to properties in the vicinity;
- 3037 8. The type and location of adequate utilities, access roads, drainage and other necessary
3038 facilities that have been or will be provided;
- 3039 9. The preservation of historic, cultural and environmental landmarks;
- 3040 10. The metro core plan or any other plan for development of the area affected approved by
3041 the planning commission or city council;
- 3042 11. All applicable standards and requirements of this title;
- 3043 12. Any other matter considered to be in the interest of the general welfare.

3044 B. Criteria for Approval. In approving a special exception, the board shall find the following criteria
3045 are either met, can be met by imposition of conditions or are not applicable:

- 3046 1. The proposal will be consistent with the metro core plan, the objectives of the
3047 zoning ordinance and any other applicable policy or plan adopted by the planning commission or
3048 city council for development of the area affected;
- 3049 2. The location, size, design and operating characteristics under the proposal will have
3050 minimal adverse impact on the livability, value or appropriate development of abutting
3051 properties and the surrounding area;
- 3052 3. The design of the site and structures for the proposal will be as attractive as the nature of
3053 the use and its setting warrants;

- 3054 4. The proposal will not be detrimental to or endanger the public health, security, general
3055 welfare or morals;
- 3056 5. The proposal will not impair an adequate supply of light and air to adjacent property or
3057 overcrowd the land or create any undue concentration of population or substantially
3058 increase the congestion of the streets or create hazardous traffic conditions or increase the
3059 danger of fire or otherwise endanger the public safety;
- 3060 6. The proposal will not adversely affect transportation or unduly burden water, sewer,
3061 school, park, stormwater management or other public facilities;
- 3062 7. The proposal will preserve or protect environmental or historical assets of particular
3063 interest to the community;
- 3064 8. The applicant has a bona fide intent and capability to develop and use the land as proposed
3065 and has no inappropriate purpose for submitting the proposal, such as to artificially alter
3066 property value for speculative purposes.

3067 C. Placing Conditions on a Special Exception.

- 3068 1. In approving a special exception or alteration of an existing special exception, the board
3069 may impose, in addition to those standards and requirements expressly specified for a special
3070 exception, additional conditions which it finds necessary to avoid any possible detrimental impact
3071 on adjoining properties and to otherwise protect the best interest of the surrounding area or the
3072 community as a whole. These conditions may include, but are not limited to, the following:
- 3073 a. Limiting the manner in which the use is conducted, including restricting the time
3074 a certain activity may take place and restraints to minimize such environmental
3075 effects as noise, vibration, air pollution, glare and odor;
- 3076 b. Establishing a special yard or other open space requirement or lot area or
3077 dimension;
- 3078 c. Limiting the height, size or location of a building or other structure;
- 3079 d. Designating the size, number, location and nature of vehicle access points;
- 3080 e. Increasing the amount of street dedication, roadway width or improvement of a
3081 parking area or truck loading area;
- 3082 f. Designating the size, location, screening, drainage, surfacing or other
3083 improvement of a parking area or truck loading area;
- 3084 g. Limiting or otherwise designating the number, size, location, height and lighting
3085 of signs;
- 3086 h. Limiting the location and intensity of outdoor lighting and requiring its shielding;
- 3087 i. Requiring diking, screening, landscaping or fencing, in addition to the
3088 requirements of chapter 17.220, where applicable, to protect adjoining or nearby
3089 property and designating standards for its installation and maintenance;
- 3090 j. Designating the size, height, location and materials for a fence;
- 3091 k. Protecting and preserving existing trees, vegetation, water resources, wildlife
3092 habitat or another significant natural resource;
- 3093 l. Imposing any other condition to permit the development in conformity with
3094 subsection (B)(1) of this section;

3095 2. Failure to comply with the conditions imposed by the board shall constitute a violation of
3096 this title.

3097 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
3098 **SALISBURY, MARYLAND**, as follows:

3099 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
3100 of this Ordinance shall be deemed independent of all other provisions herein.

3101 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
3102 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,
3103 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
3104 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
3105 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

3106 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
3107 if such recitals were specifically set forth at length in this Section 4.

3108 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.
3109

3110 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
3111 Salisbury held on the 9th day of January, 2023 and thereafter, a statement of the substance of the Ordinance
3112 having been published as required by law, in the meantime, was finally passed by the Council of the City
3113 of Salisbury on the 13th day of February, 2023

3114 **ATTEST:**

3115

3116

3117 _____
Kimberly R. Nichols, City Clerk

_____ **Muir W. Boda, City Council President**

3118

3119 Approved by me, this _____ day of _____, 2023.

3120

3121

3122 _____
John R. Heath, Acting Mayor

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ORDINANCE NO. 2773

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE
MAYOR TO APPROPRIATE FUNDS FOR THE RESTORE PALEO WELL
FIELD PROJECT.**

WHEREAS, the City of Salisbury supplies water to City residents for consumption as well as fire protection;

WHEREAS, the City relies on ground water supplied by wells as the source of this water;

WHEREAS, the Paleo Water Treatment Plant provides roughly 65% of the City’s water supply;

WHEREAS, the Paleo Water Treatment Plant currently consists of two supply wells;

WHEREAS, these wells require periodic redevelop to maintain yield and design capacity;

WHEREAS, Well #2 at the Paleo Water Treat has reached the point requiring redevelopment;

WHEREAS, amendments to the Water Sewer Fund Budget and Water Sewer Capital Project Fund Budget identified below are needed to provide for \$195,000 in funds needed for redevelopment of Well # 2; 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. Mayor Jacob R. Day is hereby authorized to appropriate funds for the Restore Paleo Well Field project in the amount of \$195,000.

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

Section 2. The City of Salisbury’s FY23 Water Sewer Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	None	Current Year Surplus	60100-469810	195,000
Increase	Expense	None	Transfer Water Sewer Capital Projects Fund	91002-599108	195,000

Section 3. The City of Salisbury’s Water Sewer Capital Project Fund Budget be and hereby is amended as follows:

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Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	Restore Paleo Well Field	PayGO	97030-469313-50021	195,000
Increase	Expense	Restore Paleo Well Field	Construction	97030-513026-50021	195,000

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

45
46 **Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
47 of this Ordinance shall be deemed independent of all other provisions herein.

48
49 **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
50 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,
51 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
52 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
53 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

54
55 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
56 if such recitals were specifically set forth at length in this Section 5.

57
58 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.

59
60 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
61 Salisbury held on the _____ day of _____, 2023 and thereafter, a statement of the substance
62 of the Ordinance having been published as required by law, in the meantime, was finally passed by the
63 Council of the City of Salisbury on the _____ day of _____, 2023.

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65 **ATTEST:**

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

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

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73 Approved by me, this _____ day of _____, 2023.

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78 **Jacob R. Day, Mayor**

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ORDINANCE NO. 2774

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE
MAYOR TO APPROPRIATE FUNDS FOR THE TOWN SQUARE
PROJECT AND FOR THE PURCHASE OF VEHICLES.**

WHEREAS, the City of Salisbury appropriated \$1,100,000 by Ordinance 2721 for the Service Center Project with funding provided from Bond Proceeds to be issued in FY24; and

WHEREAS, the City has determined the above funds should no longer be necessary for the Service Center Project; and

WHEREAS, City desires to increase the appropriation for the Town Square Project by \$200,000; and

WHEREAS, City desires to increase the appropriation for Vehicles in the General Fund by \$900,000; and

WHEREAS, the appropriations necessary to execute the appropriation of \$200,000 and \$900,000 and, as provided hereinabove, must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

Section 1. Mayor Jacob R. Day is hereby authorized to appropriate funds for the Town Square Project in the amount of \$200,000.

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

Section 2. The City of Salisbury’s General Capital Project Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Decrease	Revenue	Service Center	Bond Proceeds	98024-469312-43007	1,100,000
Decrease	Expense	Service Center	Construction	98124-513026-43007	1,100,000
Increase	Revenue	Town Square	Bond Proceeds	98024-469312-48089	200,000
Increase	Expense	Town Square	Construction	98124-513026-48089	200,000

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Section 3. The City of Salisbury’s FY23 General Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	None	Current Year Surplus	01000-469810	900,000
Increase	Expense	None	Vehicles	32061-577025	900,000

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

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

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

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

51 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
52

53 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
54 Salisbury held on the _____ day of _____, 2023 and thereafter, a statement of the substance
55 of the Ordinance having been published as required by law, in the meantime, was finally passed by the
56 Council of the City of Salisbury on the _____ day of _____, 2023.
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58 **ATTEST:**
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63 _____
64 **Kimberly R. Nichols, City Clerk**

_____ **Muir Boda, City Council President**

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66 Approved by me, this _____ day of _____, 2023.
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71 _____
72 **Jacob R. Day, Mayor**

ORDINANCE NO. 2775

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO GRANT AGREEMENTS WITH THE MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT) MARYLAND BIKEWAYS PROGRAM FOR THE PURPOSE OF ACCEPTING GRANT FUNDS FOR THE DESIGN OF THE RAIL TRAIL, PHASE 2 & 3, CONSTRUCTION OF ARMSTRONG PARKWAY RAIL TRAIL CONNECTOR AND A CITYWIDE PEDESTRIAN AND BIKE COUNTING PROGRAM; AND TO APPROVE A BUDGET AMENDMENT TO ALLOCATE SAID FUNDS FOR PURPOSES OF IMPLEMENTATION.

WHEREAS, the Maryland Department of Transportation has a Maryland Bikeways Program for providing grant funds to support and expedite projects improving bicycle and pedestrian transportation in the State; and

WHEREAS, Maryland Department of Transportation and the City of Salisbury have been working together to improve bicycle connectivity throughout the City of Salisbury; and

WHEREAS, the City of Salisbury also desires to implement a bike route along railway that runs north-south through the City; and

WHEREAS, it is in the public interest for the City of Salisbury to enhance transportation for pedestrians and bicycle riders through the aforementioned projects, which will increase bicycle safety and assist in prioritizing infrastructure investment based on where active transportation users actually are; and

WHEREAS, in furtherance of these projects, the Maryland Bikeways Program has awarded grants in the total amount of \$289,034.00 to provide for the design of the Rail Trail, Phase 2 & 3 (\$139,700), Construction of Armstrong Parkway Connector (\$100,000), and a Citywide Pedestrian and Bike Counting Program (\$49,334); and

WHEREAS, in accordance with the related grant agreements, which are attached hereto and incorporated by reference herein, the City will provide matching funds in the amount of \$154,036 which matching funds to be allocated as follows: Rail Trail, Phase 2 & 3 (\$40,000), Construction of Armstrong Parkway Connector (\$101,700), and Citywide Pedestrian and Bike Counting Program (\$12,336); and

WHEREAS, the City has surplus funds available in current year operating accounts to accomplish the grant match amounts; and

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

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

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

Section 1. Mayor Jacob R. Day, on behalf of the City of Salisbury, is hereby authorized to enter into the attached grant agreements, accepting the project term and definition of matching funds for the betterment of the City and its residents, and further accepting the total grant amount of \$289,034.00 from

48 Maryland Bikeways Program to provide for the design of the Rail Trail, Phase 2 & 3, Construction of
49 Armstrong Parkway Connector and Citywide Pedestrian and Bike Counting Program; and

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

52 **Section 2.** The City of Salisbury’s FY23 Grant Fund Budget be and hereby is amended as follows:

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54 Rail Trail, Phase 2 & 3:

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56 Increase MDOT Grant Revenue Account (10500-425805-xxxxx) by \$139,700
57 Increase Grant Match Revenue Account (10500-499000-xxxxx) by \$40,000
58 Increase Construction Grant Expense Account (10500-513026-xxxxx) by \$179,700; and
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60 Construction of Armstrong Parkway Connector:

61 Increase MDOT Grant Revenue Account (10500-425805-xxxxx) by \$100,000
62 Increase Grant Match Revenue Account (10500-499000-xxxxx) by \$101,700
63 Increase Construction Grant Expense Account (10500-513026-xxxxx) by \$201,700; and
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65 Bike Counting Program:

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67 Increase MDOT Grant Revenue Account (10500-425805-xxxxx) by \$49,334
68 Increase Grant Match Revenue Account (10500-499000-xxxxx) by \$12,336
69 Increase Construction Grant Expense Account (10500-513026-xxxxx) by \$61,670; and
70

71 **Section 3.** The City of Salisbury’s FY23 General Fund Budget be and hereby is further amended
72 as follows:

73 Increase Revenue 01000-469810 Use of Surplus by \$154,036
74 Increase Expense 91001-599131 Grant Match DID by \$101,700
75 Increase Expense 91001-599131 Grant Match DID by \$12,336
76 Increase Expense 91001-599131 Grant Match DID by \$40,000
77

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

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

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

87 **Section 6.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
88 if such recitals were specifically set forth at length in this Section 5.

89 **Section 7.** This Ordinance shall take effect from and after the date of its final passage.

90 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
91 Salisbury held on the _____ day of _____, 2023 and thereafter, a statement of the substance
92 of the Ordinance having been published as required by law, in the meantime, was finally passed by the
93 Council of the City of Salisbury on the _____ day of _____, 2023.

94

95 **ATTEST:**

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98 _____
Kimberly R. Nichols, City Clerk

Muir Boda, City Council President

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100 Approved by me, this _____ day of _____, 2023.

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103 _____
Jacob R. Day, Mayor

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GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

CITY OF SALISBURY, MARYLAND

THIS GRANT AGREEMENT executed electronically and entered into this day _____, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and the City of Salisbury, Maryland (“Grantee”).

WITNESSETH:

WHEREAS, the Department has programmed in the Draft FY 2023-2028 Consolidated Transportation Program-2022 State Report on Transportation a total of Fifteen Million Nine Hundred Fifty-Three Thousand Six Hundred Thirty-One Dollars (\$15,953,631) for the Maryland Kim Lamphier Bikeways Network Program (“Program”);

WHEREAS, the Department budgeted within the Program Forty-Nine Thousand Three Hundred Thirty-Four Dollars (\$49,334) for the Citywide Bike and Ped Counting Program, a minor retrofit project described as establishing a bicycle and pedestrian counter program to monitor transportation trends and increase safety (the “Project”);

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Kim Lamphier Bikeways Network Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of up to Twelve Thousand Three Hundred Thirty-Six Dollars (\$12,336) (“Matching Fund Contribution”) to the Project ;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application and accepted by MDOT is Sixty-One Thousand Six Hundred Eighty Dollars (\$61,680);

WHEREAS, the Project will accurately count the number of users and the increase/decrease over time, catalog anonymous data trends to be able to justify continued investment in active transportation to the public and prioritize infrastructure investment based on where active transportation users actually are;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed Forty-Nine Thousand Three Hundred Thirty-Four Dollars (\$49,334) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. The establishment of a bicycle and pedestrian counter program to monitor transportation trends and increase safety;
 - b. Provide opportunities for community input on recommendations;
 - c. Submit a list of potential counter locations to MDOT Kim Lamphier Bikeways Network Program for review prior to installation;
 - d. Preparation of quarterly status reports and a final report, as requested by the Department; and
 - e. Monitoring and supervising the compliance with all provisions in this Agreement.
 - f. Provide bicycle traffic count data on a quarterly basis to the Maryland Department of Transportation for five (5) years following the installation of the automated counters. Data will be submitted on the 10th day of January, April, July and October through 2027;

3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$49,334 or 80% of the Project's total cost and the maximum amount of the Matching Fund Contribution payable by the County under this Grant Agreement shall be the lesser of \$12,336 or 20% of the Project's total cost.

4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence, such insurance to name the Grantee, the Department and all respective agencies, officers, official and employees as additional insureds on a primary and non-contributory basis and for ongoing and completed operations;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee's Self-Insurance Program is responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the "Local Government Tort Claims Act."

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act (“MTCA”) currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee’s submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department’s receipt and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **December 31, 2024**, whichever is sooner. All work on the Project that is reimbursable under this Grant must be completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement; or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee

must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement. The Grantee's indemnification obligations under this paragraph are provided to the extent permitted by and subject to the provisions of the Maryland Local Government Tort Claims Act, Sections 5-301 et seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland and subject to the appropriation of funds. The foregoing indemnification is not to be deemed as a waiver of any immunity that may exist in any action against the Grantee or its officers, agents, volunteers and employees.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;
- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

30. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Heather Murphy, Director
Office of Planning and Capital
Programming
7201 Corporate Center Drive
Hanover, MD 21076

In the case of the Grantee:

William White
Transportation Project Specialist
City of Salisbury 125 N. Division St
Salisbury, MD 21811
wwhite@salisbury.md
410-548-3170

The next page is the signature page

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

MARYLAND DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
R. Earl Lewis, Jr. Date
Deputy Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jaclyn Hartman, Chief Financial Officer
Office of Finance

Brenden Lee Hodge, Assistant Attorney General
Maryland Department of Transportation

CITY OF SALISBURY, MARYLAND

By:

Jacob Day
Mayor

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

CITY OF SALISBURY, MARYLAND

THIS GRANT AGREEMENT executed electronically and entered into this day _____, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and the City of Salisbury, Maryland (“Grantee”).

WITNESSETH:

WHEREAS, the Department has programmed in the Draft FY 2023-2028 Consolidated Transportation Program-2022 State Report on Transportation a total of Fifteen Million Nine Hundred Fifty-Three Thousand Six Hundred Thirty-One Dollars (\$15,953,631) for the Maryland Kim Lamphier Bikeways Network Program (“Program”);

WHEREAS, the Department budgeted within the Program One Hundred Thousand Dollars (\$100,000) for the Salisbury Naylor Mill Connector, a minor retrofit project described as repurposing Armstrong Road to create a shared-use path connecting Naylor Mill Road to Salisbury Boulevard (the “Project”);

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Kim Lamphier Bikeways Network Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of up to One Hundred One Thousand Seven Hundred Dollars (\$101,700) (“Matching Fund Contribution”) to the Project;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application and accepted by MDOT is Two Hundred One Thousand Seven Hundred Dollars (\$201,700);

WHEREAS, the Project will provide a safe, separated, low-level of stress, shared-use biking and walking path connecting Naylor Mill Rd via Armstrong Rd and Marvel Rd, to Northwood Drive;

WHEREAS, the Project is consistent with the Salisbury Rail Trail Master Plan and MoveSBY – the City Active Transportation Masterplan;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland’s transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed One Hundred Thousand Dollars (\$100,000) (“Grant”) to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. The safe, separated, low-level of stress, shared-use biking and walking path connecting Naylor Mill Rd via Armstrong Rd and Marvel Rd;
 - b. Provide opportunities for community input on recommendations;
 - c. Submit draft 65% plans to MDOT Kim Lamphier Bikeways Network Program for review and comment prior to finalizing plan;
 - d. Preparation of quarterly status reports and a final report, as requested by the Department; and
 - e. Monitoring and supervising the compliance with all provisions in this Agreement.

3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$100,000 or 50% of the Project's total cost and the maximum amount of the Matching Fund Contribution payable by the County under this Grant Agreement shall be the lesser of \$101,700 or 50% of the Project's total cost.

4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence, such insurance to name the Grantee, the Department and all respective agencies, officers, official and employees as additional insureds on a primary and non-contributory basis and for ongoing and completed operations;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee's Self-Insurance Program is responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the "Local Government Tort Claims Act."

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act (“MTCA”) currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee’s submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department’s receipt and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **December 31, 2024**, whichever is sooner. All work on the Project that is reimbursable under this Grant must be completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;
or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee

must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement. The Grantee's indemnification obligations under this paragraph are provided to the extent permitted by and subject to the provisions of the Maryland Local Government Tort Claims Act, Sections 5-301 et seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland and subject to the appropriation of funds. The foregoing indemnification is not to be deemed as a waiver of any immunity that may exist in any action against the Grantee or its officers, agents, volunteers and employees.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;
- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

30. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Heather Murphy, Director
Office of Planning and Capital
Programming
7201 Corporate Center Drive
Hanover, MD 21076

In the case of the Grantee:

William White
Transportation Project Specialist
City of Salisbury
125 N. Division St
Salisbury, MD 21811
wwhite@salisbury.md
410-548-3170

The next page is the signature page

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

MARYLAND DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
R. Earl Lewis, Jr. Date
Deputy Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jaclyn Hartman, Chief Financial Officer
Office of Finance

Brenden Lee Hodge, Assistant Attorney General
Maryland Department of Transportation

CITY OF SALISBURY, MARYLAND

By:

Jacob Day
Mayor

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

CITY OF SALISBURY, MARYLAND

THIS GRANT AGREEMENT executed electronically and entered into this day _____, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and the City of Salisbury, Maryland (“Grantee”).

WITNESSETH:

WHEREAS, the Department has programmed in the Draft FY 2023-2028 Consolidated Transportation Program-2022 State Report on Transportation a total of Fifteen Million Nine Hundred Fifty-Three Thousand Six Hundred Thirty-One Dollars (\$15,953,631) for the Maryland Kim Lamphier Bikeways Network Program (“Program”);

WHEREAS, the Department budgeted within the Program One Hundred Thirty-Nine Thousand Seven Hundred Dollars (\$139,700) for the Salisbury Rail Trail, Phases 2 & 3, a design project described as design of a shared-use path adjacent to the railway connecting Phase 1 Salisbury Rail Trail with Salisbury University (“SU”) (the “Project”);

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Kim Lamphier Bikeways Network Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of up to Forty Thousand Dollars (\$40,000) (“Matching Fund Contribution”) to the Project;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application and accepted by MDOT is One Hundred Seventy-Nine Thousand Seven Hundred Dollars (\$179,700);

WHEREAS, the Project will connect residents to the extension of Phase 1 (in design), the pedestrian tunnel under US 13 to SU’s Main Campus and US 13 crossings at W College Ave;

WHEREAS, the Project is consistent with the Citywide Bike Masterplan (2017), Salisbury Boulevard Masterplan (2018) and Rail Trail Masterplan (2019); WHEREAS, the

Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed One Hundred Thirty-Nine Thousand Seven Hundred Dollars (\$139,700) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. The design of a shared-use path adjacent to the railway connecting Phase 1 Salisbury Rail Trail with Salisbury University;
 - b. Provide opportunities for community input on recommendations;
 - c. Submit draft 30% plans to MDOT Kim Lamphier Bikeways Network Program for review and comment prior to finalizing plan;
 - d. Preparation of quarterly status reports and a final report, as requested by the Department; and
 - e. Monitoring and supervising the compliance with all provisions in this Agreement.
3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$139,700 or 78% of the Project's total cost and the maximum amount of the Matching Fund Contribution payable by the County under this Grant Agreement shall be the lesser of \$40,000 or 22% of the Project's total cost.

4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence, such insurance to name the Grantee, the Department and all respective agencies, officers, official and employees as additional insureds on a primary and non-contributory basis and for ongoing and completed operations;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated “A-” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee’s Self-Insurance Program is responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the “Local Government Tort Claims Act.”

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required

in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act (“MTCA”) currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee’s submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department’s receipt and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **December 31, 2024**, whichever is sooner. All work on the Project that is reimbursable under this Grant must be

completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement; or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with

the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement. The Grantee's indemnification obligations under this paragraph are provided to the extent permitted by and subject to the provisions of the Maryland Local Government Tort Claims Act, Sections 5-301 et seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland and subject to the appropriation of funds. The foregoing indemnification is not to be deemed as a waiver of any immunity that may exist in any action against the Grantee or its officers, agents, volunteers and employees.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;
- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection

with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;

- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

30. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Heather Murphy, Director
Office of Planning and Capital
Programming
7201 Corporate Center Drive
Hanover, MD 21076

In the case of the Grantee:

William White
Transportation Project Specialist
City of Salisbury
125 N. Division St
Salisbury, MD 21811
wwhite@salisbury.md
410-548-3170

The next page is the signature page

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

MARYLAND DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
R. Earl Lewis, Jr. Date
Deputy Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jaclyn Hartman, Chief Financial Officer
Office of Finance

Brenden Lee Hodge, Assistant Attorney General
Maryland Department of Transportation

CITY OF SALISBURY, MARYLAND

By:

Jacob Day
Mayor

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ORDINANCE NO. 2776

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE BOYS & GIRLS CLUBS OF METROPOLITAN BALTIMORE, INC. FOR THE PURPOSE OF ACCEPTING MARYLAND STATE BOARD OF PUBLIC WORKS FUNDS IN THE AMOUNT OF 350,000, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE CONSTRUCTION OF THE TRUITT COMMUNITY CENTER EXPANSION PROJECT

WHEREAS, the City of Salisbury has entered into a Joint Use Agreement with the Boys & Girls Clubs of Metropolitan Baltimore, Inc. for the primary use of the City of Salisbury Truitt Community Center for a period of up to 15 years; and

WHEREAS, the Boys & Girls Clubs of Metropolitan Baltimore, Inc. was awarded \$350,000 by the Maryland State Board of Public Works for the expansion of the Truitt Community Center; and

WHEREAS, the City of Salisbury is providing the required Maryland State Board of Public Works grant match in the amount of \$450,000 for completion of Truitt Community Center expansion project; and

WHEREAS, the City of Salisbury must enter a contractual agreement with the Boys & Girls Clubs of Metropolitan Baltimore, Inc. defining how these funds must be reimbursed; and

WHEREAS, the Boys & Girls Clubs of Metropolitan Baltimore, Inc. agrees to reimburse the City of Salisbury for construction cost realized for the Truitt Community Center Expansion Project up to the amount of \$350,000 pursuant to the terms of a Construction Reimbursement Agreement, a copy of which is attached hereto as **Exhibit A**; and

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

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

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

Section 1. Mayor Jacob R. Day is hereby authorized to enter into the Construction Reimbursement Agreement with the Boys & Girls Clubs of Metropolitan Baltimore, Inc., on behalf of the City of Salisbury, a copy of which is attached hereto as **Exhibit A**, for the City's acceptance of grant funds in the amount of \$350,000.

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

Section 2. The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

(a) Increase TCC/BGCMB Grant Revenue Account No. 10500-424000-xxxxx (State of MD DGS revenue) by \$350,000.

(b) Increase TCC/BGCMB Grant Expense Account No. 10500-513026-xxxxxx (construction expense) by \$350,000.

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

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

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

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

58 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
59

60 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
61 Salisbury held on the _____ day of _____, 2023 and thereafter, a statement of the substance of
62 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council
63 of the City of Salisbury on the _____ day of _____, 2023.

64
65 **ATTEST:**

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69 _____
70 **Kimberly R. Nichols, City Clerk**

Muir Boda, City Council President

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73 Approved by me, this _____ day of _____, 2023.

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77 _____
78 **Jacob R. Day, Mayor**

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CONSTRUCTION REIMBURSEMENT AGREEMENT

THIS CONSTRUCTION REIMBURSEMENT AGREEMENT (herein “**Agreement**”) is entered into this _____ day of _____, 2023 (the “**Effective Date**”) by and between the City of Salisbury, a municipal corporation (the “**City**”), and the Boys & Girls Clubs of Metropolitan Baltimore, Inc. (hereinafter referred to as the “**Nonprofit**”), (City and Nonprofit are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, the Parties desire to express their mutual understanding and agreement regarding their financial roles and responsibilities in constructing a new building for the Truitt Community Center (“**Community Center**”) located at 319 Truitt Street, Salisbury, Maryland (the “**Premises**”); and

WHEREAS, the City, as the owner of the Premises, is utilizing \$464,009.00 of City funding to construct a new Community Center building on the Premises; and

WHEREAS, the Nonprofit has received a capital grant award in the amount of \$350,000 from the State of Maryland to be utilized in the construction of the Community Center. Subject to the terms and conditions of a Joint Use Agreement, the Community Center will support Boys & Girls Club youth programs and activities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are hereby incorporated as if fully set forth herein.
2. **CONSTRUCTION FUNDING:**
 - a. The City will source and pay for all construction costs up to \$464,009.00 for the Community Center on the Premises.
 - b. Once the City has expended \$464,009.00 in funding for the construction of the Community Center, as determined in the sole discretion of the City, the Nonprofit will utilize up to \$350,000 of its capital grant award to complete the interior phase of the construction. With respect to the \$350,000 in funding provided by the Nonprofit, the City shall pay its selected contractors directly, and shall thereafter be reimbursed by the Nonprofit pursuant to the terms of this Agreement. Upon full completion of construction, if the \$350,000 of awarded funding is not fully expended, the Nonprofit will utilize the remaining capital grant funds to furnish the interior of the Community Center. At all times, all buildings, fixtures, furniture and materials paid for by either party in connection with this Agreement shall be the sole property of the City.
 - c. Duties of the City: The City agrees to:

- i. Involve a representative from the Nonprofit in the architecture and design meetings that pertain to the interior construction of the building.
 - ii. Utilize a competitive process to select the contractors. The parties recognize that all funding for the Community Center is subject to Davis-Bacon and Related Acts Wage Rates or other prevailing wage rates required by additional funding sources for this project. The selection of contractors, materials and design plans for the Community Center shall be in the sole discretion of the City.
 - iii. Submit all invoices related to the construction costs for the Community Center to the Nonprofit.
 - iv. Provide a monthly update to the Nonprofit on the construction project.
- d. Duties of the Nonprofit: The Nonprofit agrees to:
 - i. Carry out all duties as outlined in the parties' July 1, 2022 Joint Use Agreement and any extensions thereof.
 - ii. As requested by the City, provide resources and information that may be pertinent in carrying out the construction of the Community Center.
 - iii. Reimburse the City directly for all submitted invoices amounting up to \$350,000 as it relates of the Community Center.
- e. Each party will appoint a person to serve as the official contact and to coordinate the activities of each party in carrying out this Agreement. The initial appointees are:

Ron Strickler, City of Salisbury, rstrickler@salisbury.md

Anna Piccirilli, Boys & Girls Clubs of Metropolitan Baltimore, APiccirilli@bgcmetroaltimore.org

Vanessa Lyon, Boys & Girls Clubs of Metropolitan Baltimore, Vlyon@bgcmetroaltimore.org

3. **OWNERSHIP OF PREMISES**: Nothing in this Agreement shall be construed so as to afford the Nonprofit with any rights of ownership or tenancy in and to the Premises or the furniture, fixtures or equipment therein. The Nonprofit's use of the Premises shall be governed by a separate Joint Use Agreement. In any event, Nonprofit's use of the Premises shall be non-exclusive, subject to the City's general right to use the Premises, as well as the City's right to sell, lease or convey any other interest in and to the Premises.
4. **INVOICES**: All invoices shall be paid by the Nonprofit to the City within 60 days of receipt of the invoice by the Nonprofit. An invoice shall be considered received when it is emailed to the individuals identified in 2(e) above.
5. **AMENDMENTS**: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement,

are superseded by this Agreement. No amendment to this Agreement shall be binding unless in writing and signed by the Parties.

6. **RELATIONSHIP OF PARTIES:** The Parties expressly acknowledge and agree this Agreement does not create an exclusive relationship between the parties. Nothing in this Agreement is intended to constitute, create, give effect or otherwise imply a joint venture, agency, partnership or other formal business organization or any employer/employee relationship of any kind between the Parties.
7. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Assignment shall not affect or limit the validity and enforceability of the other provisions hereof. This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any Party hereto by reason of the fact that Party or that Party's agent or attorney drafted all or any part of this Agreement.
8. **GOVERNING STATE LAW.** The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Maryland. Further, the laws of the State of Maryland shall govern all rights, obligations, remedies and liabilities arising pursuant to this Agreement. No claim or dispute from or relating to this Agreement shall be required to be submitted to or settled by any type of arbitration process. Any legal proceedings involving any such claim or dispute shall be brought in the appropriate court in the State of Maryland.
9. **RIGHTS AND REMEDIES.** Mention in this Agreement of any specific right or remedy shall not preclude the City from exercising any other right or remedy available at law or in equity; and the failure of the City to insist in any one or more instances upon a strict or prompt performance of any obligation of Nonprofit under this Agreement or to exercise any option, right or remedy herein contained or available at law or equity shall not be construed as a waiver or relinquishment thereof, unless expressly waived in writing by the City. If a party obtains a judgment against the other party arising out of any default under this Agreement, then the defaulting party shall pay to the non-defaulting party all reasonable attorney's fees incurred by the non-defaulting party with respect to such default. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY.
10. **COUNTERPART AND FACSIMILE SIGNATURES:** This Agreement may be signed in any number of counterparts, each of which when signed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Signature by facsimile or by email in portable document format (.pdf) also shall bind the Parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written and do hereby acknowledge and accept the terms and conditions of this Agreement.

WITNESS:

Nonprofit

By: Jeffrey Breslin, President & CEO

WITNESS:

City of Salisbury, Maryland

By: Jacob R. Day, Mayor

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3 **ORDINANCE NO. 2777**

4 **AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE**
5 **MAYOR TO TRANSFER FROM THE REVOLVING FUND, TRANSFER**
6 **FROM THE WATER SEWER FUND, AND APPROPRIATE FUNDS FOR**
7 **THE RAW WATER LINE AT NAYLOR MILL PROJECT IN THE WATER**
8 **SEWER CAPITAL PROJECT FUND.**

9 **WHEREAS,** the City of Salisbury supplies water to City residents for consumption as well as fire
10 protection; and

11 **WHEREAS,** the City relies on ground water supplied by wells as the source of this water; and

12 **WHEREAS,** the Raw Water Line at Naylor Mill Road project is essential to the distribution of
13 water from the Paleo Water Treatment Plant; and

14 **WHEREAS,** Paleo Water Treatment Plant provides roughly 65% of the City’s water supply and;

15 **WHEREAS,** the City has determined an additional appropriation for the Raw Water Line Project
16 is required in the amount of \$1,200,000; and

17 **WHEREAS,** funding for the project shall be provided by the transfer of \$600,000 from the Water
18 Sewer Revolving fund used for maintenance and \$600,000 by the transfer of \$600,000 from the Water
19 Sewer Fund; and

20 **WHEREAS,** the appropriations necessary to execute the appropriation of \$1,200,000, as provided
21 hereinabove, must be made upon the recommendation of the Mayor and the approval of four-fifths of the
22 Council of the City of Salisbury.

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

25 **Section 1.** Mayor Jacob R. Day is hereby authorized to appropriate funds for the Raw Water Line
26 at Naylor Mill Road project in the amount of \$1,200,000.
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36 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
 37 **SALISBURY, MARYLAND**, as follows:

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 39 **Section 2.** The City of Salisbury’s FY23 Water Sewer Fund Budget be and hereby is amended as
 40 follows:
 41

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	None	Current Year Surplus	60100-469810	600,000
Increase	Expense	None	Transfer Water Sewer Capital Projects Fund	91002-599108	600,000

42
 43 **Section 3.** The City of Salisbury’s Water Sewer Capital Project Fund Budget be and hereby is
 44 amended as follows:
 45

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	Raw Water Line Naylor Mill	PayGO WS Fund	97030-469313-50048	600,000
Increase	Revenue	Raw Water Line Naylor Mill	Transfer from W S Revolving Fund	97030-469162-50048	600,000
Increase	Expense	Raw Water Line Naylor Mill	Construction	97030-513026-50048	1,200.000

46
 47 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
 48 **SALISBURY, MARYLAND**, as follows:

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

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

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

58 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
 59

60 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
 61 Salisbury held on the _____ day of _____, 2022 and thereafter, a statement of the substance
 62 of the Ordinance having been published as required by law, in the meantime, was finally passed by the
 63 Council of the City of Salisbury on the _____ day of _____, 2023.
 64

65 **ATTEST:**
 66
 67
 68

69 _____
Kimberly R. Nichols, City Clerk


_____ **Muir W. Boda, City Council President**

70
 71 Approved by me, this _____ day of _____, 2023.
 72
 73
 74

75 _____
John R. Heath, Mayor
 76



City of
Salisbury
John "Jack" R. Heath, Mayor

To: Julia Glanz, City Administrator
From: Jennifer Lind, Deputy Director of Infrastructure and Development 
Date: 1/27/2023
Re: Rezoning of 401 and 409 Snow Hill Rd from R-10 Residential to General Commercial

The owner of the properties referenced above has requested a change of zoning from R10 – Residential to General Commercial.

The properties are located along Snow Hill Rd and Park Heights Ave across from Johnson McKee Animal Hospital. The current use at 401 Snow Hill Rd is the Backstreet Grill restaurant and 409 Snow Hill Rd is an existing single-family dwelling that was recently purchased. The owner is proposing to expand the restaurant use to 409 Snow Hill Rd.

401 Snow Hill Rd is currently split between the General Commercial and R10 – Residential zoning districts. A resubdivision to consolidate two properties created the split zoning however the zoning was not changed to reflect the commercial use.

Per 17.228.020 a public hearing was held by the Planning Commission at their December 15, 2022 meeting. Following the public hearing the Planning Commission, by a vote of 7-0, provided a **FAVORABLE** recommendation to the City Council for approval of the rezoning based on a mistake with the original zoning of the property. Attached are staff findings provided to the Planning Commission detailing said mistake.

Per 17.228.030 the City Council shall adopt Findings of Fact based on the criteria listed and may grant reclassification that there was a mistake in the existing zoning classification. The mistake in the existing zoning for these properties is due to an error in the Future Land Use Map of the 2010 Comprehensive Plan.

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

ATTACHMENTS (2):

1. **ORDINANCE**
2. **PLANNING COMMISSION STAFF REPORT**



**Infrastructure and Development
Planning and Zoning
Commission
Staff Report**

Meeting of December 15, 2022

Public Hearing – Rezoning 401 Snow Hill Road and 409 Snow Hill Road

I. CODE REQUIREMENTS:

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission shall hold a Public Hearing on proposed rezoning. The Commission shall forward a recommendation within six (6) months to the City Council. In accordance with the Salisbury Zoning Code the City Council shall also hold a public hearing before granting final approval.

Public notice was provided in accordance with the requirements of 17.04.150. (Attachment 1)

II. PROPERTY INFORMATION

Owner: SMMR Inc
Address: 401 Snow Hill Rd and 409 Snow Hill Rd
Tax Map: 0112 Grid: 0009 Parcels: 1817 and 1819
Zoning: R-10, Residential

III. REQUEST:

To rezone 401 Snow Hill Road and 409 Snow Hill Road from R-10, Residential to GC, General Commercial.

IV. DISCUSSION:

The Backstreet Grill property, 401 Snow Hill Road, is currently split zoning with General Commercial and R-10 Residential zoning (Attachment 2). The property is improved with the restaurant, outdoor seating area, and parking.



409 Snow Hill Road was recently purchased by the owners of Backstreet Grill. The property is currently improved with an existing single-family dwelling that the owner intends to convert to a commercial use.

The surrounding area consists of commercial uses along the Snow Hill Road corridor and medium density single family dwellings on side streets that lead to the City Park.

V. CRITERIA:

Per Section 17.228.030 – Basis for rezoning approval, the City Council shall make a findings of fact that considers the following matters:

- a. Population Change;
- b. Availability of public facilities;
- c. Present and future transportation patterns;
- d. Compatibility with existing and proposed development for the area;
- e. The recommendation of the Planning Commission;
- f. The relationship of such proposed amendment to the jurisdiction's plan.

The City Council may grant the change in the zoning classification based on a finding that there has been a substantial change in the character of the neighborhood where the property is located or that there is (was) a mistake in the existing zoning classification.

VI. FINDINGS OF FACT:

Staff makes the following findings in relation to the criteria:

- a. Population Change – The 2020 Census counted a population of 3,217 for the tract this the properties are located in. The City population has grown by 2,707 since the 2010 Census. The population change in the City and area has been consistent with historical trends.
- b. Availability of public facilities – The properties are currently served by public water and sewer. The City has capacity for an increase in usage. Public safety services currently serve this area with close proximity to TidalHealth.



- c. Present and future transportation patterns – Additional commercial uses along this corridor would not impact the existing level of service. There are no planned improvements for the Snow Hill Road corridor.
- d. Compatibility with existing and proposed development for the area – The existing development in the Snow Hill Corridor are commercial uses except for the single-family dwellings in the 400 block. Commercial uses in the area are an animal hospital, light manufacturing, Pepsi Bottling Facility, wholesale distribution, gas station, restaurant and office. The residential uses are single family dwellings on side streets. Large scale development has not been proposed for this area.
- e. Recommendation of the Planning Commission – This will be incorporated following a public hearing and decision by the Planning Commission.
- f. The relationship of such proposed amendment to the jurisdiction’s plan – The City’s Future Land Use Map in the 2010 Comprehensive Plan designates these properties as Medium Density Residential (Attachment 3). Staff finds this designation to be a coding error during the GIS review of the plan. The only residential designations along the corridor from Carroll St to Vine St are in the 400 block. The Backstreet Grill property was existing without a residential use prior to the 2010 Comprehensive Plan.

VII. STAFF RECOMMENDATION:

The Department of Infrastructure and Development recommends that the Planning Commission forward a **FAVORABLE** recommendation to the Mayor and City Council for the proposed rezoning of 401 Snow Hill Road and 409 Snow Hill Road from R-10 Residential to GC – General Commercial based on the findings in the staff report of a mistake in the zoning due to a coding error in the Future Land Use Map of the 2010 Comprehensive Plan designating these properties as Medium Density Residential instead of Commercial.

**SALISBURY PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
REZONING**

In accordance with the provisions of Section 17.228, Amendments and Rezonings, of the Salisbury Municipal Code, the City of Salisbury proposes to rezone two properties located at 401 Snow Hill Rd and 405 Snow Hill Rd from R-10 Residential to General Commercial.

A PUBLIC HEARING WILL BE HELD ON

Thursday, December 15, 2022, at 1:30 P.M. in the Council Chambers, Room 301, of the Government Office Building, 125 North Division Street, Salisbury, Maryland to hear opponents and proponents, if there be any.

Subsequent to the consideration of this proposal by the Salisbury Planning and Zoning Commission, a recommendation will be made to the Salisbury City Council for its consideration at a Public Hearing.

The Commission reserves the right to close a part of this meeting in accordance with the Annotated Code of Maryland, General Provisions, section 3-305(b).

(FOR FURTHER INFORMATION CALL 410-548-3170)

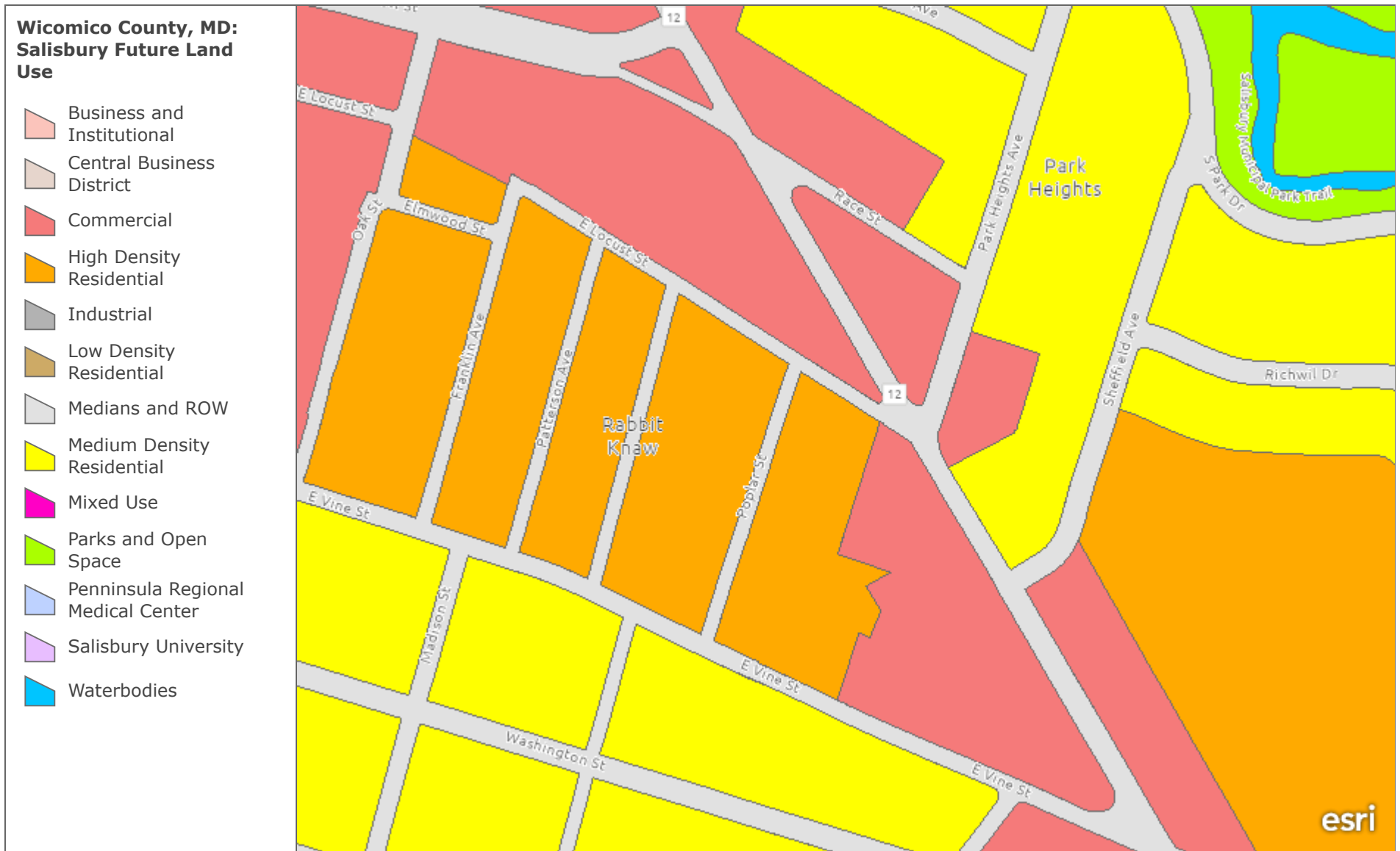
Charles “Chip” Dashiell, Chairman

Publication Dates: December 1, 2022
 December 8, 2022

Parcels 1817 and 1819 Zoning Map



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ORDINANCE NO. 2778

**AN ORDINANCE OF THE CITY OF SALISBURY TO REZONE TWO PROPERTIES
LOCATED AT 401 SNOW HILL ROAD AND 409 SNOW HILL ROAD FROM R-10
RESIDENTIAL TO GENERAL COMMERCIAL**

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

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 December 15, 2022;

WHEREAS, at the conclusion of its December 15, 2022 meeting, the Planning Commission recommended, by a vote of 7-0, that rezoning set forth herein be approved by the Mayor and Council;

WHEREAS, the City Council, after a Public Hearing did, in a public meeting, adopt the Findings of Fact as required by Chapter 17.228.030A of Title 17, Zoning, of the Salisbury Municipal Code, as to the following matters:

- (a) Population change;
- (b) Availability of public facilities;
- (c) Present and future transportation patterns;
- (d) Compatibility with existing and proposed development for the area;
- (e) The recommendation of the Planning Commission;
- (f) The relationship of such proposed amendment to the jurisdiction’s plan.

WHEREAS, said Findings have been duly set forth, shall be found in the minutes of the meeting or meetings at which these matters were discussed;

WHEREAS, the City Council has found that there was mistake in the existing zoning of the properties due to a land use designation error in the City of Salisbury’s 2010 Comprehensive Plan; and

WHEREAS, the Mayor and Council have determined that the amendments to the Salisbury Zoning Map set forth shall be adopted as set forth herein.

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

Section 1. The existing zoning of the properties as shown in Exhibit A attached hereto and made part hereof, shall be changed as follows: Reclassification of the R-10 Residential areas of 401 Snow Hill Road and 409 Snow Hill Road to General Commercial.

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

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

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

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

55 **Section 5.** This Ordinance shall take effect from and after the date of its final passage but in no event until
56 ten (10) days after the date of the Council’s Public Hearing.
57

58 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury
59 held on the _____ day of _____, 2023 and thereafter, a statement of the substance of the Ordinance having
60 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the
61 _____ day of _____, 2023

62 **ATTEST:**

63
64
65

66 _____
67 **Kimberly R. Nichols, City Clerk**

_____ **Muir W. Boda, City Council President**

68 Approved by me, this _____ day of _____, 2023.

69 _____
70 **John R. Heath, Acting Mayor**
71

401 Snow Hill Rd and 409 Snow Hill Rd Existing Zoning Map



60ft

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EXHIBIT A