



## CITY OF SALISBURY CITY COUNCIL AGENDA

---

APRIL 10, 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. SILENT MEDITATION
- 6:03 p.m. OATH OF OFFICE ADMINISTERED TO CITY ADMINISTRATOR ANDY KITZROW- James “Bo” McAllister- Clerk of the Circuit Court
- 6:07 p.m. FAIR HOUSING MONTH PROCLAMATION- presented by Mayor John R. “Jack” Heath
- 6:10 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:11 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- February 27, 2023 Council Meeting Minutes
  - March 6, 2023 Work Session Minutes
  - March 13, 2023 Council Meeting Minutes
  - March 20, 2023 Work Session Minutes
  - March 20, 2023 Special Meeting Minutes
  - **Resolution No. 3247-** to approve the appointment of Tanya Dickson to the Disability Advisory Committee for term ending April 2026
  - **Resolution No. 3248-** declaring Red Brick Holdings LLC eligible to receive Enterprise Zone benefits for property located at 117-119 W Main Street, Salisbury, MD
- 6:15 p.m. AWARD OF BIDS- Procurement Director Jennifer Miller
- RFP 23-104 Salisbury Town Square Construction \$3,468,944
  - ITB A-23-108 Citywide HVAC Services \$ 293,000 (3 yr. est.)
  - RFP A-23-105 Citywide Generator Services \$ 203,000 (3 yr. est.)
- 6:20 p.m. RESOLUTION- City Administrator Andy Kitzrow
- **Resolution No. 3249-** to approve and adopt rules of procedure for the Salisbury Board of Appeals
  - **Resolution No. 3250-** adopting a formal employment agreement for the position of City Administrator
- 6:25 p.m. **PUBLIC HEARINGS**

**South Division Street Annexation-** City Administrator Andy Kitzrow

- **Resolution No. 3201**- 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 “South Division Street Annexation”
- **Resolution No. 3202**- proposing the annexation plan for the “South Division Street Annexation”

**Permitting additional residential uses and revising development standards for Harbor**

**Pointe Phase III-** City Attorney Ashley Bosché

- **Ordinance No. 2785**- 2<sup>nd</sup> reading- amending sections 17.136.010, 17.136.030 and 17.136.050 of the Salisbury City Code to permit additional residential uses and revise development standards for Harbor Pointe Phase III

6:35 p.m. ORDINANCES- City Attorney Ashley Bosché

- **Ordinance No. 2787**- 2<sup>nd</sup> reading- approving a budget amendment of the FY2023 General Fund budget to appropriate funds to purchase and customize Police Department vehicles with proper police equipment
- **Ordinance No. 2789**- 1<sup>st</sup> reading- to set fees for the newly created Board of Appeals and to amend and supplement the Fee Schedule for FY 2023
- **Ordinance No. 2790** - 1st reading- to authorize the Mayor to enter into a contract with the Department of Housing and Community Development (DHCD) for the purpose of accepting grant funds in the amount of \$20,000, and to approve a budget amendment to the Grant Fund to appropriate these funds to be used for eligible expenses associated with the 2023 Maryland Folk Festival
- **Ordinance No. 2791**- 1st reading- to authorize the Mayor to enter into a contract with the National Endowment of the Arts (NEA) for the purpose of accepting grant funds in the amount of \$10,000, and to approve a budget amendment to the Grant Fund to appropriate these funds to be used for eligible expenses associated with the 81st National Folk Festival
- **Ordinance No. 2792**- 1st reading- to amend Authorized Positions to include an additional Event Coordinator position for the Arts, Business and Culture Department
- **Ordinance No. 2793**- 1st reading- to authorize the Mayor to enter into a contract with the Maryland State Arts Council (MSAC) for the purpose of accepting grant funds in the amount of \$4,000, and to approve a budget amendment to the Grant Fund to appropriate these funds to be used for eligible expenses associated with Bundle Up And Get Outside
- **Ordinance No. 2794**- 1st reading- authorizing the Mayor to transfer from the Parking Fund and appropriate funds for the Parking Fund Automation Project in the Parking Capital Project Fund
- **Ordinance No. 2795**- 1st reading- authorizing the Mayor to enter into a memorandum of understanding with the Wicomico County Local Behavioral Health Authority for the purpose of accepting Community Mental Health Services (COVID relief) Block Grant funds in the amount of \$12,562 and to approve a budget amendment to the Grant Fund to appropriate these funds for the Homeless Services Case Specialist position
- **Ordinance No. 2796**- 1st reading- approving a budget amendment of the Water Sewer Capital Project Fund Budget to reallocate additional funds required for the Filter Project

7:10 p.m. PUBLIC COMMENTS

7:15 p.m. ADMINISTRATION and COUNCIL COMMENTS

7:20 p.m. ADJOURNMENT

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

**NEXT COUNCIL MEETING – APRIL 24, 2023**

- Resolution No. \_ to appoint Sandeep Gopalan to the Board of Appeals
- Resolution No. \_ to approve lease with Wicomico City Bd of Elections
- (3) Charter Amendments- Elections, Campaign Finance, Challengers and Watchers
- Ordinance No. \_ - 1<sup>st</sup> reading- Labor Code
- Ordinance No. \_ - 1<sup>st</sup> reading- amending Chapter 1.08 and 1.12 Election Bd, Campaign Adv. & Finance
- Ordinance No. 2789- 2<sup>nd</sup> reading- to set fees for the newly created Board of Appeals and to amend and supplement the Fee Schedule for FY 2023
- Ordinance No. 2790 – 2<sup>nd</sup> reading- to authorize the Mayor to enter into a contract with the Department of Housing and Community Development (DHCD) for the purpose of accepting grant funds in the amount of \$20,000, and to approve a budget amendment to the Grant Fund to appropriate these funds to be used for eligible expenses associated with the 2023 Maryland Folk Festival
- Ordinance No. 2791- 2<sup>nd</sup> reading- to authorize the Mayor to enter into a contract with the National Endowment of the Arts (NEA) for the purpose of accepting grant funds in the amount of \$10,000, and to approve a budget amendment to the Grant Fund to appropriate these funds to be used for eligible expenses associated with the 81st National Folk Festival
- Ordinance No. 2792- 2<sup>nd</sup> reading- to amend Authorized Positions to include an additional Event Coordinator position for the Arts, Business and Culture Department
- Ordinance No. 2793- 2<sup>nd</sup> reading- to authorize the Mayor to enter into a contract with the Maryland State Arts Council (MSAC) for the purpose of accepting grant funds in the amount of \$4,000, and to approve a budget amendment to the Grant Fund to appropriate these funds to be used for eligible expenses associated with Bundle Up And Get Outside
- Ordinance No. 2794- 2<sup>nd</sup> reading- authorizing the Mayor to transfer from the Parking Fund and appropriate funds for the Parking Fund Automation Project in the Parking Capital Project Fund
- Ordinance No. 2795- 2<sup>nd</sup> reading- authorizing the Mayor to enter into a memorandum of understanding with the Wicomico County Local Behavioral Health Authority for the purpose of accepting Community Mental Health Services (COVID relief) Block Grant funds in the amount of \$12,562 and to approve a budget amendment to the Grant Fund to appropriate these funds for the Homeless Services Case Specialist position
- Ordinance No. 2796- 2<sup>nd</sup> reading- approving a budget amendment of the Water Sewer Capital Project Fund Budget to reallocate additional funds required for the Filter Project

Join Zoom Meeting

<https://us02web.zoom.us/j/88163253286?pwd=K3RtZUhUMHNucDRPU2IHbnROQzZVUT09>

**Meeting ID:** 881 6325 3286

**Passcode:** 812389

Phone: 1.301.715.8592

**CITY OF SALISBURY, MARYLAND**

**REGULAR MEETING**

**FEBRUARY 27, 2023**

**PUBLIC OFFICIALS PRESENT**

<i>Council President Muir W Boda</i>	<i>Mayor John R. Heath</i>
<i>Council Vice President April Jackson</i>	<i>Councilwoman Angela M. Blake</i>
<i>Councilwoman Michele Gregory</i>	<i>Councilwoman Megan Outten</i>

**IN ATTENDANCE**

*City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Procurement Director Jennifer Miller, Executive Administrative Assistant Jessie Turner, City Attorney Laura Hay, 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 Council Chambers. Council President Boda called the meeting to order. After the recital of the pledge to the flag, he invited Pastor Greg Carlson of Park Seventh-day Adventist Church to the podium to provide the City Invocation.*

**PRESENTATIONS**

***Endometriosis Awareness Month Proclamation***

*Mayor Heath presented the Proclamation to declare March 2023 as Endometriosis Awareness Month. Patients with this incurable, chronic illness must live with pain throughout their bodies, extreme fatigue, infertility, emotional and mental issues, and often other auto immune disorders. The Endometriosis Association, local support group Endo Warriors of the Eastern Shore, and other groups promote awareness and support through education, diagnosis, research, and treatment to help guarantee hope for a better future for all those who suffer from it.*

*Shannon Hannawald, founder of Endo Warriors of the Eastern Shore, accepted the proclamation and presented her own touching story of how the disease affected her as a young woman.*

***Secretary of Kindness Certificate***

*Mayor Heath presented the Certificate of Recognition to Heather Brooks to recognize her new role as Secretary of Kindness and becoming the new leader of #kindSBY. Ms. Brooks served as a Kindness Commissioner for four years and has shown her dedication and passion for spreading kindness in the City of Salisbury. Former Secretary of Kindness Grace Murdoch wished Ms. Brooks good luck and presented her several fun gifts.*

***Grace Murdoch Day Proclamation***

*Mayor Heath then surprised Ms. Murdoch with a proclamation to declare February 27, 2023 as Grace Murdoch Day. Over the past four and a half years, Ms. Murdoch demonstrated countless acts of kindness and directed the following activities for the City: goody bags for MAC, Kindness Rocks Project, treats for clients and staff at Dove Pointe, honored teachers for Teacher of the*

48 *Year, donated art supplies to the Newton Street Project, Adopt A School, Celebrate Diversity*  
49 *Book Campaign, Dance for Kindness, and many other acts too numerous to mention.*

50

51 ***Dominique Sessa Certificate***

52 *Mayor Heath presented Dominique Sessa the Certificate of Recognition to recognize her as 1<sup>st</sup>*  
53 *runner-up of Ms. Wheelchair Maryland 2023. Ms. Sessa has been an advocate for the disabled*  
54 *since she was 17 years old, has served as a Kindness Commissioner, serves as Chairwoman of*  
55 *the Assistive Technology Loan Program Board of Directors of MD, Commissioner for the MD*  
56 *Commission on Disabilities, and MD Advisory Council on Hereditary and Congenital Disorders.*

57

58 ***Kindness Report***

59 *Secretary of Kindness Heather Brooks presented a PowerPoint to share #kindSBY's events last*  
60 *year including the Kindness Palooza & Dance for Kindness, Adopt-A-School Program, Random*  
61 *Acts of Kindness Week. Upcoming initiatives included MAC Center/Meals on Wheels Senior Gift*  
62 *and Dove Pointe stuffed animal giveaway. She then stated the goals of #kindSBY which included*  
63 *increasing the number of Kindness Commissioners, brainstorming new initiatives, promoting*  
64 *sponsorship opportunities, and encouraging community members to get involved.*

65

66 ***Human Rights Award***

67 *Stephen Feliciano, Chair of the Human Rights Advisory Committee, presented the City of*  
68 *Salisbury 2022 Human Rights Award to Dominique Sessa. She thanked everyone for the award*  
69 *and said she was surprised twice this evening. Being a change maker was very important and not*  
70 *always easy. She also said that people had to be the change they wanted to see in the world.*

71

72 ***Julia Glanz, 29<sup>th</sup> Mayor of Salisbury Day***

73 *President Boda presented City Administrator Julia Glanz with the proclamation to show the*  
74 *City's appreciation for her service and to wish her luck. Ms. Glanz first came to the Mayor's*  
75 *Office as an intern while she was a sophomore at Salisbury University, and then returned after*  
76 *graduation to become Assistant City Administrator, and two years later the City's first female*  
77 *City Administrator. In 2020 when Mayor Day's National Guard Unit deployed to the Horn of*  
78 *Africa, he appointed her as Acting Mayor to become the "29<sup>th</sup> Mayor" during the pandemic.*

79

80 ***ADOPTION OF LEGISLATIVE AGENDA***

81

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

84

85 ***CONSENT AGENDA***- *presented by City Clerk Kimberly Nichols*

86

87 *The Consent Agenda, consisting of the following items, was unanimously approved on a motion*  
88 *and second by Ms. Jackson and Ms. Gregory, respectively.*

89

- 90 • ***Resolution No. 3221***- *to approve the appointment of Shawn Jester to the Board of*  
91 *Appeals for term ending January 2026*
- 92 • ***Resolution No. 3222***- *to approve the appointment of Maurice Ngwaba to the Board of*  
93 *Appeals for term ending January 2026*

- 94 • **Resolution No. 3223-** to approve the appointment of Edward Torbert to the Board of  
95 Appeals for term ending January 2026
- 96 • **Resolution No. 3224-** to approve the appointment of William Hill to the Board of  
97 Appeals for term ending January 2026
- 98 • **Resolution No. 3225-** to approve the appointment of Lisa Campbell to the Disability  
99 Advisory Committee for term ending February 2026
- 100 • **Resolution No. 3226-** to approve the appointment of Robert Graham to the TRUTH  
101 Committee for the term ending February 2026
- 102 • **Resolution No. 3227-** to approve the appointment of Briana Curtis to the Youth  
103 Development Advisory Committee for term ending February 2026
- 104 • Manufacturing Exemption approval for the following due to equipment they purchased in  
105 2021: DiCarlo Precision Instruments, Inc., 2021, K&L Microwave, Inc., Pepsi Bottling  
106 Ventures, LLC, Perdue Foods, LLC, and Spartech, LLC

108 President Boda thanked Shawn Jester, Maurice Mgwaba, Edward Torbert, William Hill, Lisa  
109 Campbell, Robert Graham, and Briana Curtis for volunteering to serve on the City boards and  
110 committees.

111  
112 **RESOLUTIONS-** presented by City Administrator Julia Glanz

- 113
- 114 • **Resolution No. 3201-** proposing the annexation to the City of Salisbury of a certain area  
115 of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to  
116 be known as “South Division Street Annexation”

117  
118 Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve  
119 Resolution No. 3201.

120  
121 President Boda announced the Public Hearing would be held on March 27, 2023.

- 122
- 123 • **Resolution No. 3202-** proposing the annexation plan for the “South Division Street  
124 Annexation”

125  
126 Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve  
127 Resolution No. 3202.

- 128
- 129 • **Resolution No. 3228-** adopting a Capital Improvement Plan for the five-year period  
130 FY24-28

131  
132 Ms. Gregory moved, Ms. Blake seconded, and the vote was unanimous to approve  
133 Resolution No. 3228. Ms. Jackson said that she would approve this resolution as long as  
134 her comments and questions from last week’s Work Session were heard and addressed.

- 135
- 136 • **Resolution No. 3229-** accepting a rifle forfeited by the Circuit Court for Wicomico  
137 County and adding such rifle to the Salisbury Police Department weapons inventory for  
138 use by the Salisbury Police Department Tactical Team

139

140 Ms. Gregory moved, Ms. Outten seconded, and the vote was unanimous to approve  
141 Resolution No. 3229.

142  
143 **ORDINANCES**- presented by City Attorney Laura Hay  
144

- 145 • **Ordinance No. 2779**- 2<sup>nd</sup> reading- to accept additional grant funds from the Maryland  
146 Department of the Environment (MDE) Bay Restorations Fund (BRF) and to approve a  
147 budget amendment to the FY 2023 Water Sewer Fund Budget to appropriate such MDE  
148 BRF funds for chemicals and equipment at the Wastewater Treatment Plant

149 Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve  
150 Ordinance No. 2779 for second reading.

- 151  
152  
153 • **Ordinance No. 2780**- 1<sup>st</sup> reading- approving a budget amendment of the City’s Special  
154 Revenue Fund Budget and to accept and appropriate donated funds from the Bless Our  
155 Children Campaign for the Santa’s Workshop Program

156 Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance  
157 No. 2780 for first reading.

- 158  
159  
160 • **Ordinance No. 2781**- 1<sup>st</sup> reading- to accept grand funds from the Community Foundation of  
161 the Eastern Shore in the amount of \$7,500 for the Summer Youth Employment Program

162 Ms. Gregory moved, Ms. Jackson seconded, and the vote was unanimous to approve  
163 Ordinance No. 2781 for first reading.

- 164  
165  
166 • **Ordinance No. 2782**- 1<sup>st</sup> reading- to accept additional SFY 2023 Homelessness Solutions  
167 Program funding in the amount of \$9,574 and to approve a budget amendment to the grant  
168 fund to appropriate these funds for the Homeless Services Case Specialist Position

169 Ms. Jackson moved, Ms. Outten seconded, and the vote was unanimous to approve  
170 Ordinance No. 2781 for first reading.

171  
172  
173 **PUBLIC COMMENTS**

174  
175 The following comments were received from three members of the public:

- 176  
177 • Asked for the plans for the annexed property on the agenda, and Council informed speaker  
178 it was for student housing.
- 179 • Thanked Council for appointing him to the Board of Appeals
- 180 • Speaker said the final Comprehensive Development Plan was approved by Wicomico  
181 County for a new development consisting of 209 Town Homes on Parker Road. The area has  
182 traffic backups during certain parts of every day. He asked what was going to be done to  
183 handle the traffic on Parker Road. Mayor Heath said there was a traffic study done which  
184 concluded it could handle that amount of traffic.

- 185 • *Speaker asked about cleaning up litter in the City and Council informed him about the*  
186 *Sustainability Advisory Committee and City cleanups.*  
187 • *Council thanked speaker for coming forward to inquire about cleaning up the City.*  
188

189 **ADMINISTRATION AND COUNCIL COMMENTS**

190  
191 *Mayor Heath announced a great need for blood in the area. He was happy a solution was found to*  
192 *the electricity problem on Anne Street, and hoped that they could be moving people in by the end of*  
193 *March. There were 24 homes with services, but there were 51 people on the waiting list. Wednesday*  
194 *was the public “Coffee With The Mayor” at the Bagel Bakery from 8:00 a.m. to 10:00 a.m.*  
195

196 *Ms. Gregory said there was an opening on the Disability Advisory Committee for anyone interested.*  
197

198 *Vice President Jackson said that Black History was not just for the month of February, and our*  
199 *area was rich in it. Next month was Women’s History Month, so recognize women in Salisbury, MD*  
200 *who had made history. She wanted people to speak out like the young man did this evening.*  
201

202 *Ms. Blake asked those healthy enough to donate blood. Call the Blood Bank on Mt. Hermon Road*  
203 *to donate plasma, red blood cells, platelets and whole blood. She also praised the young man for*  
204 *coming out to speak what was on his mind. What an evening with all of the kindness proclamations,*  
205 *awards and volunteers for committees. She thanked Ms. Glanz and said she would be missed.*  
206

207 *Ms. Outten thanked everyone for the wonderful week on onboarding. She was excited to see Ms.*  
208 *Glanz do some wonderful things at the state level. There was so much Black history here and*  
209 *unfortunately not all was written. On March 14<sup>th</sup> the Wicomico Womens Commission was putting*  
210 *on “Bring Your Own Baby,” which was an opportunity for women to bring their babies to work.*  
211

212 *President Boda recognized former President Von Siggers in the audience and thanked Ms. Glanz*  
213 *for her years of service and friendship.*  
214

215 **MOTION TO CONVENE IN CLOSED SESSION**

216  
217 *With no further business to discuss, at 7:22 p.m. President Boda called for a motion to convene in*  
218 *Closed Session. Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous. President*  
219 *Boda read the Closed Session would be held for the following reason: to consult with counsel to*  
220 *obtain legal advice on a legal matter under the authority of the Maryland Open Meetings Law,*  
221 *Annotated Code of Maryland General Provisions Article § 3-305(b)(7).*  
222

223 **MOTION TO CLOSE THE CLOSED SESSION / CONVENE IN OPEN SESSION**

224  
225 *At 9:58 p.m. upon a motion and seconded by Ms. Jackson and Ms. Gregory, respectively, and*  
226 *approved by unanimous vote in favor, the Closed Session adjourned and Council immediately*  
227 *convened in Open Session whereby President Boda reported that Council had met in Closed*  
228 *Session and discussed negotiations concerning a legal matter.*  
229

230 *The Open Session was then immediately adjourned.*  
231



CITY OF SALISBURY, MARYLAND  
CLOSED SESSION (B)  
FEBRUARY 13, 2023

232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278

*TIME & PLACE:* 6:56 p.m., Council Chambers, Government Office Building & 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; or any other personnel matter that affects one or more specific individuals

*VOTE TO CLOSE:* Unanimous (4-0)

*CITATION:* Annotated Code of Maryland §3-305(b)(1)

*PRESENT:* Council President Muir W. Boda, Council Vice President April Jackson, Councilwoman Angela M. Blake, Councilwoman Michele Gregory, City Attorney Ashley Bosché, City Clerk Kimberly Nichols, Megan Outten, Brad Phillips, Chris Smith, Andrew Wilson, Joe Venosa, Randy Taylor

*ABSENT:* Mayor John R. Heath

\*\*\*\*\*

*The City Council convened in Legislative Session at 6:00 p.m. in Council Chambers of the Government Office Building and via Zoom Video Conferencing. At 6:56 p.m. President Boda 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 under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b)(1).*

*Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous (4-0) to convene in Closed Session.*

*City Council interviewed the individuals and reached unanimous consensus to return to the next open meeting prepared to vote for the candidate of their choice.*

*At 9:41 p.m. Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to adjourn the Closed Session.*

*Council immediately convened in Open Session and President Boda reported Council had met in Closed Session to discuss the appointment of an individual.*

*The Open Session was then adjourned.*

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Council President*



CITY OF SALISBURY  
WORK SESSION  
MARCH 6, 2023

Public Officials Present

Council President Muir Boda  
Councilwoman Angela M. Blake  
Councilwoman Megan Outten

Mayor John R. “Jack” Heath (Zoom)  
Councilwoman Michele Gregory

Public Officials Absent

Vice President April Jackson

In Attendance

City Administrator Andy Kitzrow, City Planner Brian Soper, Finance Director Keith Cordrey, City Clerk Kimberly Nichols, Attorney Ashley Bosche and interested members of the public.

---

On March 6, 2023 the Salisbury City Council convened at 4:30 p.m. in a Work Session in Council Chambers of the Government Office Building. The following is a synopsis of the items discussed in Work Session.

**Ordinance to change the rate for billboards**

Finance Director Keith Cordrey Building requested to change the billboard license fee back to the rate that was charged the prior year, and requested the rate be applied retroactively back to the beginning of the fiscal year since it was more appropriate.

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

**Ordinance to move funds for GOB renovation and relocation**

Mr. Cordrey said the budget amendment would fund the improvements to the new and existing Government Office Buildings to incorporate the revisions that were planned. The funds were mostly from a reallocation of PAYGO previously transferred from the General Fund to the Capital Project Fund. Many accounts were being cleaned up.

Council reached unanimous consensus to advance the budget amendment to legislative agenda.

**Discussion on Council representatives for Boards & Committees**

As President Boda was moving into some of former President Heath’s committees, several changes in representation would be assigned.

Ms. Gregory noted the Bicycle/Pedestrian Advisory Committee would be assigned to Ms. Blake

because they switched with that committee and the library to accommodate schedules. The following is a list of the Council assignments:

President Boda- Planning & Zoning Commission, Town Gown, SWMPO, Zoo Commission  
Vice President Jackson- Wicomico Truth & Reconciliation, Parks & Rec  
Councilwoman Blake- Youth Development Advisory Committee, Bicycle and Pedestrian Advisory Committee, Human Rights Advisory Committee  
Councilwoman Gregory- Wicomico Library Committee, Disability Advisory Committee  
Councilwoman Outten- Sustainability Advisory Committee, Airport Committee, PAC14  
Tri-County Council – No rep at this time

### **Text Amendment for Harbor Pointe Phase III- Infrastructure and Development Director Rick Baldwin**

City Planner Brian Soper presented the text amendment for Harbor Pointe Phase III. This was consistent with some previous Planning Commission approvals. The owner of the property asked the City to review upcoming options and plans for the property. Upon review, it was thought that this would be the best path moving forward, to make it consistent with where they wanted to head into the future and what the needs were for the community based on when the Phase III was first approved. They would subdivide out the cottages into fee simple lots. There was currently a care home on the property. There was potential expansion for an elderly/handicap apartment building. They felt this was a good mix of use for the area and would provide some very much needed housing.

Council agreed that this was exactly what was needed in the community and reached unanimous consensus to advance the text amendment.

### **Public Comments**

The following comments were received by one member of the public:

- Was awakened at 1:00 a.m. by two men banging on his door. He called the SPD and asked them to look in the neighborhood and come back to his home to let him know if they apprehended the two men. They did not return so he called the non-emergency Police number and was told to get a door bell camera.
- Public safety was getting worse. House near him was broken into three times. Two windows are boarded up on the back of the house.
- House for sale on the corner of Pennsylvania and Federal was boarded up for over a year. During the summer the grass is never cut.
- He said the police needed to go through training because the officers who came to him asked if the two people banging on his door were Black.
- Last Fall there were college parties up and down the street and his neighbor had someone use the restroom in his yard. He had a family with daughters and was sure that was inappropriate.
- Speaker asked if he was allowed to protect himself in his own property.

Mr. Kitzrow would make sure the information was forwarded to Captain Drewer and he would be contacted.

**Council Comments**

Ms. Gregory said it was beautiful outside and encouraged everyone to see the art installation at the BUAGO exhibits in the City Park. The Zoo also had new animals.

Ms. Blake reminded she was looking for feedback on questions she had before the budget process began this year. She knew there had been a lot of transitions. There was another plea to donate blood today. Please donate if you are healthy enough.

Ms. Outten announced the Wicomico Commission for Women was hosting an open house for the “Bring Your Own Baby” program on Tuesday, March 14<sup>th</sup>, 4:00 – 5:30 p.m. at 31516 Winterplace Drive (Bay Area Center for Independent Living).

Mr. Boda asked everyone to place the MD Folk Festival on their calendars for September 22-24, 2023. If anyone wanted to volunteer, select the volunteer section on the website. Today was Council Vice President April Jackson’s birthday.

Mayor Heath apologized to everyone he had to cancel appointments with last week due to having Covid, and looked forward to rescheduling with everyone. Please donate blood if healthy enough. He reminded everyone that Daylight Savings Time began on Sunday.

Mr. Kitzrow said he looked forward to filling the role as City Administrator. There would be a new Zoom link beginning next week due to the departure of former City Administrator Julia Glanz. Tickets for the April 15<sup>th</sup> Hops on the River were on sale.

**Adjournment / Convene in Special Meeting #2**

With nothing further to discuss, President Boda adjourned the Work Session at 4:52 p.m.

-----  
City Clerk

-----  
Council President

**CITY OF SALISBURY, MARYLAND**

**REGULAR MEETING**

**MARCH 13, 2023**

**PUBLIC OFFICIALS PRESENT**

<i>Council President Muir W. Boda</i>	<i>Mayor John R. Heath</i>
<i>Council Vice President April Jackson</i>	<i>Councilwoman Angela M. Blake</i>
<i>Councilwoman Michele Gregory</i>	<i>Councilwoman Megan Outten</i>

**IN ATTENDANCE**

*City Administrator Andy Kitzrow, City Attorney Heather Konyar, 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 Council Chambers. Council President Boda called the meeting to order. After the recital of the pledge to the flag, he invited Bishop J. Anthony Dickerson of Greater Mt. Olive Baptist Church to the podium to provide the City Invocation.*

**PROCLAMATIONS & CERTIFICATES-** *presented by Mayor John R. Heath & Council Vice President April Jackson*

***Shawn Lightfoot Day proclamation***

*Mayor Heath presented the proclamation to proclaim March 13, 2023 as “Shawn Lightfoot Day” in celebration of many years of dedicated service to the youth in our area.*

***Salisbury Elite Football Team Certificates***

*Coach Lightfoot presented the following certificates to the Salisbury Elite Football team players:*

- **12 & Under** for winning third place in the 2019 Nationals in Kissimmee, Florida: Sha’fye Wing, Landon Blumenthal, Dalton Washington, Kristian Purnell, Jr., James Morton III, Devon Thomas, and Dimear White. None of these players were present, but were publicly recognized.*
- **14 & Under** for competing in All-Stars in the 2019 Nationals in Kissimmee, Florida: Malachi Donaldson, Mekai Jenkins, and Kamarion Dozier.*

**Competitors in the Regionals in North Carolina in November 2022** *and winning the Delmarva SYF Championships:*

- **7 & Under-** Rufus Braboy III, Julian Byrd, Izayah Clark, Trekwon Cottman-Trader, Mason Creppon, Lincoln Heywood, Jacelon Jean-Charles, Jai’Mir Mc cleese, Gavyn*

47 McIntyre, Kayden Morton, Aye'den Sabr, Nazir Thomas, Cayden Tinsmith-Gaskins,  
48 Ta'Varie Wallace-Davis, Ayden Wescott, Thomas Whaley III, and Denym Williams.

- 49
- 50 • **11 & Under**- Justin Arias, Kaiden Bratten, Keonte Bratten Jr., Devin Brown Jr.,  
51 Jonathan Byrd, Da'Vion Cannon, Keith Clark Jr., Zyayr Franklin, Ryan Grady, Matthew  
52 Grady, Tymere Hardy, Braxton Hastings, Braelon Hastings, Jacob Lankford, Mason  
53 McIntyre, Jai'Quor Moore, Darrien Neal, Jayden Peacock, Jacques Sterling, Jayden  
54 Thompson, Jamez Thompson, Jason Trader, Dylan Villa, Zavion Waters, Amar Wescott,  
55 and Jamez Whitney.
  - 56
  - 57 • **13 & Under**- Eugene Bowen, Jahsir Bowen, Christian Brown, Sha/Meer Coles, J'Shawn  
58 Dorman, Armon Floyd-Satchell, Jacan Harmon, Jayden McCready, Kristian McMillan,  
59 Meko Palmiro, Mahzi Peters, Braeden Richardson, Kah'Maijai Ross, Cooper Senter,  
60 Matthew Stanley-Ross, Logan Swift, Kayvon Wallace, Wyatt Wells, Zimear White, and  
61 Marcus White, Jr.

62

63 **ADOPTION OF LEGISLATIVE AGENDA**

64

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

67

68 **CONSENT AGENDA**- presented by City Clerk Kimberly Nichols

69

70 The Consent Agenda, consisting of the following items, was unanimously approved on a motion  
71 and second by Ms. Blake and Ms. Jackson, respectively.

- 72
- 73 • February 6, 2023 Closed Session Minutes
  - 74 • February 6, 2023 Work Session Minutes
  - 75 • February 6, 2023 Special Meeting Minutes
  - 76 • February 13, 2023 Council Meeting Minutes
  - 77 • February 13, 2023 Closed Session Minutes (A)
  - 78 • **Resolution No. 3232-** to approve the appointment of LaTanya Christopher to the  
79 TRUTH Committee for term ending March 2026
  - 80 • **Resolution No. 3233-** to approve the appointment of Dr. Samuel Henry III to the TRUTH  
81 Committee for term ending March 2026
  - 82 • **Resolution No. 3234-** to approve the appointment of Miya Horsey to the Board of  
83 Appeals for term ending March 2026
  - 84 • **Resolution No. 3235-** to approve the re-appointment of Karen Lutz to the Zoo  
85 Commission for term ending March 2026
  - 86 • **Resolution No. 3236-** to approve the appointment of Demetria Marshall to the Human  
87 Rights Advisory Committee for term ending March 2025
  - 88 • **Resolution No. 3237-** to approve the re-appointment of Sharon Murphy to the Friends of  
89 Poplar Hill Board of Directors for term ending March 2026
  - 90 • **Resolution No. 3238-** to approve the re-appointment of Donald Pulver to the Zoo  
91 Commission for term ending March 2026
  - 92 • **Resolution No. 3239-** to approve the appointment of Kat Savoy to the TRUTH Committee

93 for term ending March 2026

94  
95 President Boda thanked the committee members for volunteering to serve the City.

96  
97 **PUBLIC HEARINGS**

98  
99 ***John Deere Drive-Salisbury 50 Annexation-*** presented by City Administrator Andy Kitzrow

- 100  
101 • **Resolution No. 3199-** proposing the annexation to the City of Salisbury of a certain  
102 area of land contiguous to and binding upon the Corporate Limits of the City of  
103 Salisbury to be known as “John Deere Drive-Salisbury 50 Annex, LLC Annexation”

104  
105 Ms. Jackson moved and Ms. Gregory seconded to approve Resolution No. 3199.

106  
107 After Mr. Kitzrow presented Resolution No. 3199, President Boda opened the Public  
108 Hearing at 6:33 p.m. As there were no requests to speak, the Public Hearing was  
109 immediately closed.

110  
111 Resolution No. 3199 was approved by unanimous vote in favor.

- 112  
113 • **Resolution No. 3200-** proposing the annexation plan for the “John Deere Drive-  
114 Salisbury 50 Annex, LLC Annexation”

115  
116 Ms. Jackson moved and Ms. Outten seconded to approve Resolution No. 3200.

117  
118 After Mr. Kitzrow presented Resolution No. 3200, President Boda opened the Public  
119 Hearing at 6:40 p.m. There were no requests to speak, and the Public Hearing was  
120 immediately closed.

121  
122 Resolution No. 3200 was approved by unanimous vote in favor. President Boda announced  
123 the annexation would be effective on April 28, 2023.

124  
125 ***Rezoning 401 & 409 Snow Hill Road-*** presented by City Attorney Heather Konyar

- 126  
127 • **Ordinance No. 2778-** 2nd reading- to rezone two properties located at 401 Snow Hill Road  
128 and 409 Snow Hill Road from R-10 Residential to General Commercial

129  
130 Ms. Jackson moved and Ms. Gregory seconded to approve Ordinance No. 2778 for second  
131 reading.

132  
133 After Ms. Konyer presented the ordinance, President Boda opened the Public Hearing at  
134 6:42 p.m. There were no requests to speak, and the Public Hearing was immediately closed.

135  
136 Ordinance No. 2778 for second reading was approved by unanimous vote in favor.  
137 President Boda announced the ordinance would become effective on March 23, 2023.

138  
139 **ORDINANCES-** presented by City Attorney Heather Konyar



- 140
- 141 • **Ordinance No. 2780**- 2<sup>nd</sup> reading- approving a budget amendment of the City’s Special  
142 Revenue Fund Budget and to accept and appropriate donated funds from the Bless Our  
143 Children Campaign for the Santa’s Workshop Program  
144
- 145 *Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance*  
146 *No. 2780 for second reading.*  
147
- 148 • **Ordinance No. 2781**- 2<sup>nd</sup> reading- to accept grand funds from the Community Foundation of  
149 the Eastern Shore in the amount of \$7,500 for the Summer Youth Employment Program  
150
- 151 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve*  
152 *Ordinance No. 2781 for second reading.*  
153
- 154 • **Ordinance No. 2782**- 2<sup>nd</sup> reading- to accept additional SFY 2023 Homelessness Solutions  
155 Program funding in the amount of \$9,574 and to approve a budget amendment to the grant  
156 fund to appropriate these funds for the Homeless Services Case Specialist Position  
157
- 158 *Ms. Gregory moved, Ms. Jackson seconded, and the vote was unanimous to approve*  
159 *Ordinance No. 2781 for second reading.*  
160
- 161 • **Ordinance No. 2783**- 1<sup>st</sup> reading- to set Billboard License fee for FY 2023 and  
162 thereafter unless and until subsequently revised or changed  
163
- 164 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve*  
165 *Ordinance No. 2783 for first reading.*  
166
- 167 • **Ordinance No. 2784**- 1<sup>st</sup> reading- authorizing the Mayor to transfer from the General Fund  
168 and appropriate funds for the Government Office Building #1 and #2 Project in the General  
169 Capital Project Fund  
170
- 171 *Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance*  
172 *No. 2784 for first reading.*  
173
- 174 • **Ordinance No. 2785**- 1<sup>st</sup> reading- amending Sections 17.136.010, 17.136.030 and  
175 17.136.050 of the Salisbury City Code to permit additional residential uses and revise  
176 development standards for Harbor Pointe Phase III  
177
- 178 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve*  
179 *Ordinance No. 2785 for first reading.*  
180

181 **PUBLIC COMMENTS**

182

183 *The following comments were received from one member of the public:*

- 184
- 185 • *In 1994 the speaker purchased property in Salisbury, has had a dump truck at that location*  
186 *ever since, and has parked it in his driveway for 29 years.*

- 187 • The other day he received for the very first time a notice from the City stating that parking  
188 of commercial vehicles on residential zoned properties was forbidden.
- 189 • He was afraid of vandalism if he parked it somewhere else, as this truck was his livelihood.
- 190 • He asked City Council to allow him to park the truck on his property so he could maintain it.

191  
192 Council discussed the situation and Mr. Kitzrow would look into the Corrective Action Letter and  
193 they would discuss this in an upcoming work session. In the meantime, Administration would  
194 investigate and contact the speaker, and he could continue parking in the driveway until contacted.

195  
196 **ADMINISTRATION AND COUNCIL COMMENTS**

197  
198 Mayor Heath announced the breaker issue was resolved at Anne Street Village and they were on  
199 track to open up in early April. He mentioned that blood donations were still needed. March was  
200 National Women’s Month and National Disabilities Awareness Month.

201  
202 Ms. Gregory said the BUAGO art was still on for another weekend on Picnic Island. Also get your  
203 booster if you have not already done so.

204  
205 Vice President Jackson said that March was National Women’s History Month and applauded the  
206 women in the audience. She thanked all of the women for the work they did in the City and County.  
207 She thanked her colleagues for the wonderful birthday cake last week.

208  
209 Ms. Blake urged those healthy enough to donate blood, as the region was urgently low. She asked  
210 when the Labor Code was coming to Council, and Mayor Heath said it was not quite ready yet. Mr.  
211 Kitzrow said it should be ready on April 3<sup>rd</sup>.

212  
213 Ms. Outten announced the Wicomico Womens’ Commission was putting on “Bring Your Own  
214 Baby,” which was an opportunity for women to bring their babies to work. If anyone was interested,  
215 Camden Farmers Market was opening tomorrow. She discussed her onboarding experience and  
216 was excited to be a part of this fantastic team.

217  
218 President Boda announced it was announced that this Fall the Delmarva Chicken Festival would be  
219 back to celebrate 100 years of the chicken industry being on the Eastern Shore. It would be held on  
220 October 7, 2023 at the Arthur W. Perdue Stadium. Ryan and Amanda Weaver were returning to  
221 Salisbury to head up the We Heart SBY. They have recertified the organization as a non-profit. He  
222 thanked Ms. Blake’s intern Monica for being with the City. She was almost done with her Master’s.

223  
224 **ADJOURNMENT**

225  
226 With no further business to discuss, the Legislative Session was adjourned at 7:24 p.m.

227  
228 \_\_\_\_\_  
229 City Clerk

230  
231 \_\_\_\_\_  
232 Council President

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

CITY OF SALISBURY  
WORK SESSION  
MARCH 20, 2023

Public Officials Present

Council President Muir Boda                      Council Vice President April Jackson (via Zoom)  
Councilwoman Michele Gregory                  Councilwoman Megan Outten (via Zoom)

Public Officials Absent

Mayor John R. Heath  
Councilwoman Angela Blake

In Attendance

City Administrator Andy Kitzrow, Assistant City Administrator Tom Stevenson, Housing and Community Development Department (HCDD) Director Ron Strickler, Housing & Homelessness Manager Brett Sanders, Fire Chief John Tull, Deputy Fire Chief Chris O’Barsky, Assistant Police Chief Colonel Dave Meienschein, Director of Communications Kacey Martin, Assistant City Clerk Julie English, Attorney Ashley Bosche and members of the public.

-----  
On March 20, 2023 the Salisbury City Council convened at 4:30 p.m. in a hybrid Work Session in Council Chambers and on Zoom.

**Establishment of an endowment fund for Anne Street Village**

Housing & Homelessness Manager Brett Sanders explained the idea of establishing an endowment fund for Anne Street Village as a way for the City to accept donations in a structured way with accountability. The City would work with the Community Foundation to create a non-endowed community needs fund with a 1% operating cost and a minimum draw down of \$1,000.

HCDD Director Ron Strickler added that the money would support a variety of functions such as utilities, operational costs, and emergency costs.

Ms. Outten asked if it was possible for the City to have the funds necessary to keep the individual units going. Mr. Strickler responded that there was a proposed FY24 budget that would be shared with council.

Ms. Gregory wanted to know what fees were associated with managing the fund. Mr. Sanders shared that there would be a 1% annual fee and the initial startup fee would be \$5,000. The usual annual fee was 7% and the startup amount was \$10,000. The City would experience a drastic reduction in fees.

44 Ms. Jackson asked how many people the village would house and how they would be  
45 chosen. Mr. Sanders explained that 24 people would be housed and the wait list was  
46 organized in tiers with those individuals who have been outside for 15 years at the top.  
47 The list had about 41 people on it.

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

51 **Budget amendment to appropriate funds for the Fire Department’s vehicle repair**  
52 **account**

53  
54 Deputy Chief Chris O’Barsky requested a budget amendment for \$50,000. The money  
55 would cover the manufacturer recommended 1,000 hour service as well as replacing both  
56 turbos that were leaking on the fire boat. In addition, there were expected costs to repair  
57 the rescue truck and two of the older engines. Funding remaining from the amendment  
58 would cover unexpected costs for the remainder of the fiscal year.

59  
60 Council reached unanimous consensus to advance the legislation to legislative agenda.  
61

62 **Resolution to approve the donation of a K-9**

63  
64 Assistant Chief Colonel Meienschein shared that the canine they would like to acquire comes  
65 from an international company and a program called Throw Away Dog. The pre-trained canine  
66 had a value of \$12,000. The goal for the canine was to train it as a bomb dog to assist with the  
67 increased number of events in the City. In going through this program to acquire another canine  
68 for the department, the City would be spending about half the normal cost for a trained dog.

69  
70 Council reached unanimous consensus to advance the legislation to legislative agenda.  
71

72 **Budget amendment to purchase and upfit 4 SPD vehicles**

73  
74 Colonel Meienschein requested the move of just under \$215,000 from the general fund (money  
75 from the dissolution of the Wicomico task force) to allow for the upfit of four vehicles. One of  
76 the vehicles would go to patrol function, two to the Criminal Investigation function, and one to  
77 the Recruiting function.

78  
79 Council reached unanimous consensus to advance the legislation to legislative agenda.  
80

81 **Discussion on commercial vehicles on private property**

82  
83 Council entered into a discussion on people being ticketed for having commercial vehicles on  
84 private property. President Boda read section 10.32.040 *Parking of certain vehicles in*  
85 *residentially zoned districts* from the City Code. Mr. Strickler then referenced section 17  
86 *Development Standards* of the Code. He also shared that the majority of the tickets given on  
87 commercial vehicles were complaint driven from neighbors.

88  
89 Mr. Kitzrow recommended possibly modifying the code to more clearly identify which vehicles

90 were being referenced.

91

92 Ms. Gregory believed the size of the vehicle should be specified in the code. She added that  
93 some companies required their employees to park the vehicle on the street for various reasons.

94

95 President Boda shared that a lot of school bus drivers in his neighborhood parked buses in their  
96 yards.

97

98 Ms. Jackson reminded everyone that a lot of people were working from home. She expressed  
99 that she was not in favor of tractor trailers being parked on residential property. She was not  
100 opposed to dump trucks being parked on the owners' property as long as they were functional  
101 and maintained.

102

103 Mr. Strickler specified the code in question was 17.156.060 *Development Standards* and it stated  
104 that "no outside storage of trucks or vans used in the conduct of business shall be permitted." As  
105 is, the code referred to all commercial vehicles. Mr. Strickler recommended governing the code  
106 by the weight of the vehicle.

107

108 Mr. Stevenson clarified that when the legislation referenced was written, he was a part of it, and  
109 the intention was not to target smaller commercial work vehicles.

110

111 Mr. Kitzrow asked for the decision to be made whether or not it was the interpretation of the  
112 code that needed to be clarified or whether the code itself would need to be changed. President  
113 Boda responded that he would prefer the code be updated as to prevent the same discussion from  
114 happening 15 years down the road. He also added that all parts of the code that referenced this  
115 topic should match.

116

117 Ms. Jackson expressed her concern over the City forcing someone, who has parked their dump  
118 truck in their yard for almost 20 years, to find another place to park it due to a complaint.

119

120 Mr. Kitzrow added that trailers were not addressed in the code and questioned whether they  
121 should be included. President Boda believed that everything should be considered. Mr. Strickler  
122 mentioned that persons running a business out of their residential property should also be  
123 addressed.

124

## 125 **Comments**

126

127 Ms. Jackson said to be mindful of COVID. She encouraged social distancing and staying  
128 home if you were not feeling well. She stressed the importance of getting your booster  
129 shot and to wear a mask when necessary.

130

131 Ms. Gregory echoed Ms. Jackson on getting your boosters.

132

133 Mr. Boda reminded everyone to give blood.

134

135 Mr. Kitzrow mentioned that there was a “new face” at the meeting and he would  
136 introduce himself. He also shared that events would be starting back up in the City and  
137 that the marathon would be April 1<sup>st</sup>.

138  
139 Mr. Stevenson shared that he started back to work with the City on Monday.  
140

141 **Adjournment / Convene in Special Meeting**

142  
143 With no further business to discuss, President Boda adjourned the Work Session at 5:18  
144 p.m.

145  
146 \_\_\_\_\_  
147 City Clerk

148  
149 \_\_\_\_\_  
150 Council President

**CITY OF SALISBURY, MARYLAND**

**SPECIAL MEETING**

**MARCH 20, 2023**

**PUBLIC OFFICIALS PRESENT**

*Council President Muir W. Boda                      Council Vice President April Jackson (via Zoom)*  
*Councilwoman Michele Gregory                      Councilwoman Megan Outten (via Zoom)*

**PUBLIC OFFICIALS ABSENT**

*Mayor John R. Heath*  
*Councilwoman Angela Blake*

**IN ATTENDANCE**

*City Administrator Andy Kitzrow, Assistant City Administrator Tom Stevenson, City Attorney Ashley Bosche and Assistant City Clerk Julie English*

\*\*\*\*\*  
*The Work Session adjourned at 5:18 p.m. and Council immediately convened in the Special Meeting.*

**ADOPTION OF LEGISLATIVE AGENDA**

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

**ORDINANCE**- presented by City Attorney Ashley Bosche

- **Ordinance No. 2786**- 1<sup>st</sup> reading – approving a budget amendment of the FY23 General Fund Budget to appropriate funds for the Fire Department’s Vehicle Repair Account

*Ms. Gregory moved, Ms. Jackson seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2786 for first reading.*

**ADJOURNMENT**

*With no further business to discuss, the Special Meeting adjourned at 5:21 p.m.*

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Council President*



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

OK  
JH  
3/27/2023

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Disability Advisory Committee  
Date: March 24, 2023

---

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

<u>Name</u>	<u>Term Ending</u>
Tanya Dickson	April 2026

Attached is the applicant's information and the resolution necessary for this appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments



1 **RESOLUTION NO. 3247**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
Tanya Dickson	April 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 April \_\_\_\_\_, 2023.

14 ATTEST:

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

\_\_\_\_\_

Muir W. Boda  
PRESIDENT, City Council

21  
22 APPROVED BY ME THIS

23 \_\_\_\_\_ day of \_\_\_\_\_, 2023

24  
25  
26  
27  
28 \_\_\_\_\_  
29 John R. Heath, Acting Mayor

---

**INTER**

---

---

---

---

---

---

**OFFICE**

# MEMO

---

**To:** City Council  
**From:** Laura Soper  
**Subject:** Enterprise Zone Eligibility – Red Brick Holdings LLC  
**Date:** April 6, 2023

Attached is a copy of the application requesting Enterprise Zone designation for Red Brick Holdings LLC that I received from Bret Davis. I have reviewed this application and, to the best of my knowledge, this establishment meets all of the qualifications to be so designated. This property is located within the boundaries of the City’s Enterprise Zone, and this company has invested more than \$50,000 in the property and/or has hired (or will hire) two or more NEW full time employees since locating in the Enterprise Zone.

I recommend that the City Council adopt the attached resolution designating Red Brick Holdings LLC located at 117-119 W Main Street, eligible to receive the benefits of the Enterprise Zone.

As a reminder, companies that are declared eligible for enterprise zone benefits are able to receive either a one time Income Tax Credit of \$1,000 per new employee hired or a 10 year Property Tax Credit. The purpose of this program is to encourage industries to locate in areas identified as enterprise zones and to reinvest in such properties.

Attachments

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
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

**RESOLUTION NO. 3248**

**A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING  
RED BRICK HOLDINGS LLC ELIGIBLE TO RECEIVE ENTERPRISE ZONE  
BENEFITS FOR PROPERTY LOCATED AT 117-119 W MAIN STREET,  
SALISBURY, MD.**

WHEREAS, the City of Salisbury, Maryland and Wicomico County created an Enterprise Zone on June 6, 1983 for the purpose of encouraging economic development of the area encompassed within the boundaries of such zone; and

WHEREAS, the Enterprise Zone was created under authority granted by the State of Maryland; and

WHEREAS, the Maryland Code permits certain benefits to be extended to businesses that locate or expand in the Enterprise Zone provided that they meet certain standards; and

WHEREAS, the City of Salisbury and Wicomico County have also established certain standards, which must be met in order for a business to be deemed eligible to receive Enterprise Zone benefits; and

WHEREAS, Red Brick Holdings LLC meets the standards set forth in the Maryland Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

WHEREAS, Red Brick Holdings LLC has requested that the company be designated as eligible for Enterprise Zone benefits because of its investment of more than \$50,000 in the property located in the Enterprise Zone at 117-119 W Main Street Salisbury, MD and/or for hiring two or more new full-time employees.

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

**Section 1.** Red Brick Holdings LLC shall be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this Resolution.

**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 are incorporated into this section of the Ordinance as if such recitals 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.

**ATTEST:**

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

\_\_\_\_\_  
**Muir W. Boda, City Council President**

1 Approved by me, this \_\_\_\_\_day of \_\_\_\_\_, 2023.

2

3

4

5

6

\_\_\_\_\_  
**John R. Heath, Acting Mayor**



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

**COUNCIL AGENDA – Department of Procurement**

**April 10, 2023**

**Award of Bid(s)**

- |  |                         |
|--|-------------------------|
| 1. RFP 23-104 Salisbury Town Square Construction | \$3,468,944             |
| 2. ITB A-23-108 Citywide HVAC Services           | \$ 293,000 (3 yr. est.) |
| 3. RFP A-23-105 Citywide Generator Services      | \$ 203,000 (3 yr. est.) |



# City of Salisbury

John "Jack" R. Heath, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** April 10, 2023  
**Subject:** Award of Bids

**The Department of Procurement seeks Award of Bid approval from City Council for the solicitation(s) as defined herein. The City followed required bidding practices as defined by the Salisbury Code of Ordinances, and publicly posted these solicitations on the City of Salisbury's Procurement Portal and the State of Maryland's website, eMaryland Marketplace Advantage.**

#### RFP 23-104 Salisbury Town Square Construction

- Department: Infrastructure and Development
- Scope of Work: Construction of Unity Square, a new public space in Downtown Salisbury that includes a water feature, children's play area and flexible space for public outdoor gatherings
- Proposal date: 10/07/2022
- Proposal opening: 11/07/2022
- Total proposals received: 1
  - Harkins Contracting, Inc. (Salisbury, MD)
- Highest ranked responsive and responsible vendor:
  - Harkins Contracting, Inc. (Salisbury, MD) – 88.67 pts
- Cost: \$3,468,944
- GL Account(s):
  - 98119-513026-48043 Streetscaping: Division/Circle \$1,792,269.64
  - 98122-513026-48043 Streetscaping: Division/Circle \$ 381,326.00
  - 98124-513026-48089 Town Square \$ 900,000.00
  - 98124-513026-48043 Streetscaping: Division/Circle \$ 395,348.36



# City of Salisbury

John "Jack" R. Heath, Mayor

## ITB A-23-108 Citywide HVAC Services

- Department: Citywide
- Scope of Work: Provide technical services and materials required for the emergency repair, routine maintenance and upgrades to City HVAC systems.
- Bid date: 01/23/23
- Bid opening: 03/09/23 @ 2:30 pm
- Total bids received: 2
  - Real HVAC (Salisbury, MD)
  - Electrical Automation Services, Inc. (Pasedena, MD)
- Lowest responsive and responsible vendor:
  - Electrical Automation Services, Inc. (Pasedena, MD)
- Cost: approximately \$293,000 spent from FY20-FY22 with current vendor for HVAC services across all City departments
- GL Account(s): varies per department
- Notes:
  - This award will be 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."

## RFP A-23-105 Citywide Generator Maintenance

- Department: Citywide
- Scope of Work: Provide technical services and materials required for the routine maintenance, repair and load bank testing on City generators.
- Proposal date: 01/18/23
- Proposal opening: 02/22/23
- Total proposals received: 3
  - Fidelity Power Systems (Seaford, DE)
  - Carter Machinery (Salem, VA)
  - Kelly Generator (Owings, MD)
- Highest ranked responsive and responsible vendor:
  - Fidelity Power Systems (Seaford, DE) – 97.67 pts
- Cost: approximately \$203,000 spent from FY20-FY22 with current vendor for generator services across all City departments
- GL Account(s): varies per department
- Notes:
  - This award will be 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."

**RFP 23-104 Salisbury Town Square Construction  
Evaluator: SUMMARY**

Rate each vendor for each criteria on the maximum points available for each criteria

		<b>Harkins Contracting Inc. 31400 Winterplace Parkway, Suite 400 Salisbury, MD 21804</b>
Criteria	Possible Points	Score
Project Performances	10	
Phasing Plan/ Schedule	15	
Personnel Qualifications / Experience	15	
References a. Designers / Construction Managers	5	
References b Owners 1)Adherence to Schedule	5	
References b Owners 2) Quality of Work Completed	5	
References b Owners 3) Overall (cooperation / coordination)	5	
Financial Data Review (separate review)	25	
Claims / Final Resolution / Judgements	5	
Failure to Complete - Applicant	5	
Failure to Complete - Partner / Officer	5	
total score		



ITB A-23-108 Citywide HVAC Services prelim bid tab  
Extended Price Analysis

Reference Number	Description	Type	UOM	Quantity	Real Property Maintenance LLC	Electrical Automation Services, Inc.	Average
Bid Price Ratio					100%	99.47%	
Total Extended					\$1,134.00	\$1,140.00	
Default Item Group					\$1,080.00	\$1,080.00	
1	HVAC Regular Business Hour Service	Base	Hour	1	\$135.00	\$120.00	\$127.50
2	Plumbing Service per Hour	Base	Hour	1	\$135.00	\$120.00	\$127.50
3	HVAC Overtime Hourly Service Rate	Base	Hour	1	\$202.50	\$180.00	\$191.25
4	Plumbing Overtime Shop Service	Base	Hour	1	\$202.50	\$180.00	\$191.25
5	HVAC Emergency Hourly Service	Base	Hour	1	\$202.50	\$240.00	\$221.25
6	Plumbing Emergency Shop Service	Base	Hour	1	\$202.50	\$240.00	\$221.25
Percentage Markups					\$54.00	\$60.00	
7	HVAC Markup Percentage	Base	Percent	1	\$27.00	\$30.00	\$28.50
8	Plumbing Markup Percentage	Base	Percent	1	\$27.00	\$30.00	\$28.50


**RFP A-23-105 City Wide Generator Maintenance  
Evaluator: SUMMARY**

Rate each vendor for each criteria on the maximum points available for each criteria

Criteria	Weighting Factor	Fidelity Power Systems	Carter Machinery	Kelly Generator
		Score	Score	Score
Expertise, experience, and qualifications of the Vendor, its personnel, and proposed subcontractors, as related to the Scope of Services	20			
Current and projected workload and ability to complete the Work in a timely manner	20			
Performance on all projects within the last three years	10			
Proposed pricing	25			
Geographic location of the Vendor relative to the location of the City and the Vendor, ability to respond to emergency/routine everyday type requests	15			
Experience working with municipal governments and municipal projects with emphasis on project with the City of Salisbury and Wicomico County or similar type municipalities	10			
total score		97.67	62.33	62.61



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

To: Andy Kitzrow, City Administrator  
From: Richard D. Baldwin, Director of Infrastructure and Development   
Date: March 27, 2023  
Re: Resolution to adopt BOA Handbook

---

The attached resolution is to adopt the Handbook for the Board of Appeals prior to their first meeting. The Handbook establishes rules and procedures for how the Board shall function.

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

Attachments:

- 1 – Draft Resolution
- 2 – Draft Handbook

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
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

**RESOLUTION NO. 3249**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO APPROVE AND ADOPT RULES OF PROCEDURE FOR THE SALISBURY BOARD OF APPEALS.**

**WHEREAS**, pursuant to Ordinance No. 2769, the City of Salisbury (“City”) has amended 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”; and

**WHEREAS**, section 17.12.090(c) of the Salisbury City Code provides that the Board of Appeals shall adopt rules necessary for carrying out the provisions of that chapter; and

**WHEREAS**, in accordance with the foregoing, attached hereto as **Exhibit 1** are proposed Rules of Procedure for the Board of Appeals.

**WHEREAS**, by this Resolution, the Council hereby approves the Rules of Procedure for the Board of Appeals attached hereto as **Exhibit 1**; and

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

**Section 1.** The Rules of Procedure for the Salisbury Board of Appeals attached hereto and incorporated herein as **Exhibit 1** are hereby approved and adopted.

**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 1** attached hereto, are incorporated into this section of the Resolution as if such recitals and **Exhibit 1** 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.

**ATTEST:**

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

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**

# **SALISBURY BOARD OF APPEALS**



## **RULES OF PROCEDURE**

**Adopted: TBD**

# TABLE OF CONTENTS

<b>Section I: Authority</b> .....	1
<b>Section II: Organization</b> .....	1
Name.....	1
Membership .....	1
Standards of Conduct .....	1
Removal of Members .....	1
Officers .....	2
<b>Section III: Meetings</b> .....	3
Open Meetings Act .....	3
Meetings.....	4
Order of Business .....	4
Quorum and Voting.....	5
Appeals .....	5
<b>Section IV: Amendments</b> .....	5

**Section I: Authority.**

These Rules of Procedure are promulgated under the authority vested in the Board of Appeals by Md. Code Ann., Land Use § 4-301 *et. seq.* and by Article VI, Chapter 17.12, Title 17, of the Salisbury City Code (hereinafter referred to as the "Code"). It is the intent of these Rules of Procedure to prescribe the means for the implementation of the Code.

**Section II. Organization.**

A. *Name.* The name of this body is the "Salisbury Board of Appeals," referred to herein as "the Board."

B. *Membership.* The Board shall consist of five members and two alternates appointed by the Mayor and confirmed by the City Council. When possible, preference shall be given in order to ensure that the Board includes at least one building professional/architect/engineer, tenant, property owner and/or attorney, as well as potential members who have a demonstrated special interest, specific knowledge, or professional or academic training in public health. Members shall be appointed for terms of three years. A member whose term has expired may continue to serve until reappointed or replaced. A Board member may be re-appointed for additional and consecutive terms.

C. *Standards of Conduct:*

1. No Board member shall allow bias or prejudice to affect the ability to exercise fairness and reason in any proceeding before the Board.
2. No Board member shall represent an applicant, appellant or member of the general public before the Board.
3. A Board member may appear before the Board on any application or appeal, but may not participate as a Board member.
4. A Board member shall note on the record, before any proceeding before the Board commences, or as soon as realized after a proceeding has commenced, that there is a conflict of interest or the appearance of a conflict of interest. If the Board member believes, as a result, that they cannot make any decision related to the proceeding in a fair and impartial manner, they shall recuse themselves from participating in the proceeding.

D. *Removal of Members.* A member of the Board may be removed by the Mayor

for:

1. Incompetence;
2. Misconduct; or

3. In the same manner as for a member of a State board or commission:
  - a. Failure to attend meetings under § 8-501 of the State Government Article; or
  - b. Conviction of a crime in accordance with § 8-502 of the State Government Article.

Prior to Removal, the Mayor shall provide to the member:

1. A written statement of charges stating the grounds for removal; and
2. An opportunity for a public hearing to contest the charges.

E. *Officers.*

1. The Board shall have as officers a Chair, Vice-Chair and Secretary. The Board shall also appoint at least one Open Meetings Act representative who shall receive all required training on the Maryland Open Meetings Act.
  2. The Director of the Department of Infrastructure and Development or their designated representative shall serve as Secretary to the Board.
  3. The Chair shall sit as the presiding officer of the Board. The Chair shall direct the Secretary in the preparation of the agenda and rule on any requests for postponement submitted prior to the hearing date. The Chair shall call meetings to order, rule on all points of order, administer oaths, bring to vote all matters required of Board action, and together with the Secretary, authenticate the record of meetings, actions, orders, certificates and other proceedings of the Board.
  4. The Vice-Chair shall perform the duties of the Chair in the Chair's absence.
  5. The Secretary shall issue all required notices of meetings, including notices to members. At the direction of the Chair, the Secretary shall prepare the agenda, distribute required documentation to Board members, record the proceedings and prepare minutes of the meetings, maintain official records and files of the Board and conduct the general correspondence of the Board. The Secretary will receive and process all applications for appeal filed with the Board.
6. Election of Officers.
- a. The Board shall elect a Chair and Vice-Chair, as well as an Open Meetings Act representative, whose terms shall be for two years or until their successors have been elected.



- b. The Secretary of the Board shall preside over the nomination and election of the Chair. Thereafter, the Chair shall preside over the meeting and conduct and supervise the nomination and election of a Vice-Chair.
- c. Should the office of Chair become vacant for any reason, the Vice-Chair shall become the Chair for the duration of the unexpired term and the Board shall elect a new Vice-Chair to fill the unexpired term.

### **Section III. Meetings.**

#### *A. Open Meetings Act.*

- 1. All meetings of the board shall be open to the public, except that the Board may hold closed sessions in accordance with the Maryland Open Meetings Act.
- 2. Public Attendance.
  - a. At any open session of the Board, the general public is invited to attend and observe.
  - b. Except in instances when the Board expressly invites public testimony, questions, comments, or other forms of public participation, or when public participation is otherwise authorized by law, no member of the public attending an open session may participate in the session.
- 3. Disruptive Conduct.
  - a. A person attending an open session of the Board may not engage in any conduct, including visual demonstrations such as the waving of placards, signs, or banners, that disrupts the session or that interferes with the right of members of the public to attend and observe the session.
  - b. The Chair may order any person who persists in conduct prohibited by subsection (a) of this section or who violates any other regulation concerning the conduct of the open session to be removed from the session and may request police assistance to restore order.
  - c. The Chair may recess the session while order is restored.
- 4. Recording, Photographing, and Broadcasting of Open Session.
  - a. A member of the public, including any representative of the news media, may record discussions of the Board at an open session by means of a tape recorder or any other recording device if the device does not create an excessive noise that disturbs members of the Board or other persons attending the session.
  - b. A member of the public, including any representative of the news media, may photograph or videotape the proceedings of the Board at an open session by means of any type of camera if the camera: (1) Is operated without excessively bright artificial light that disturbs

members of the Board or other persons attending the session; and (2) Does not create an excessive noise that disturbs members of the Board or other persons attending the session.

c. A representative of the news media may broadcast or televise the proceedings of the Board at an open session if the equipment used: (1) Is operated without excessively bright artificial light that disturbs members of the Board or other persons attending the session; and (2) Does not create an excessive noise that disturbs members of the Board or other persons attending the session.

d. The presiding officer may restrict the movement of a person who is using a recording device, camera, or broadcasting or television equipment if such restriction is necessary to maintain the orderly conduct of the session.

5. Recording Not Part of Record. A recording of an open session made by a member of the public, or any transcript derived from such a recording, may not be deemed a part of the record of any proceeding of the Board.

#### B. *Meetings.*

1. Meetings shall be held on an as-needed basis.

2. Meetings of the Board shall be convened by the Chair, or in the Chair's absence, the Vice-Chair. In the event both are absent, the regular member in attendance with the greatest seniority of service shall act as Chair.

3. The Chair or, in the Chair's absence, the acting Chair may administer oaths.

4. The Board shall record and keep minutes of its proceedings, which show the vote of each member upon each question, or, if a member is absent or fails to vote, the minutes shall indicate such fact. The Board shall keep recordings of all proceedings, records of its examinations and other official actions, all of which shall be filed immediately in the office of the Board and shall be a public record open to inspection during the hours of normal operation of the office. Copies of the minutes shall be made available to interested parties. A party who requests a copy of the recording or its transcript shall pay the cost of the recording or transcript.

5. The Board, in its discretion, for any reasonable purpose stated, may decide to continue a public hearing to any other reasonable time, place or location it deems advisable. The appellant/applicant, as well as all other interested parties who registered at the initial hearing, shall be notified in person or in writing of the date, time and place of the continuance meeting.

#### C. *Order of Business.*

1. The Chair, or the Chair's assigns, may call each case to be heard by the Board.

2. The Chair shall administer oaths.
3. The Chair shall, at the Chair's discretion, take such steps as necessary to ensure the proper and orderly conduct of meetings. In order to afford all persons an opportunity to be heard on an appeal or other agenda item, the Chair may impose reasonable time limits upon comments.
4. Each party has the following rights at a hearing:
  - a. To call and examine witnesses on any matter relevant to the issues of the hearing;
  - b. To introduce documentary and physical evidence;
  - c. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing; and
  - d. To represent themselves or to be represented by anyone of their choice who is lawfully permitted to do so.

*D. Quorum and Voting.*

1. Three members shall constitute a quorum. The Chair shall be counted in reaching a quorum. A member of the Board shall recuse themselves from participating in a matter in which the member may have a conflict of interest or an appearance of a conflict of interest. If a majority of the Board does not approve the application or find in the favor of the appellant, the Board's inability to reach a decision by majority vote shall result in denial of the application or appeal.
2. Questions put to a vote are decided by a majority of the members present and voting; however, no decision shall be made in the absence of a quorum.
3. A tie vote by the Board shall be interpreted as a defeat of the motion upon which the vote was taken.
4. The Secretary shall record the name of the Board member making each motion and the name of the member who seconds the motion.
5. Each motion shall contain a statement of the findings of fact and grounds forming the basis of the Board's action or decision, and the full text of said motion and record of members' votes shall be incorporated in the minutes of the Board.

6. The official date of the Board's decision shall be that date shown on the Notice of Decision sent to the applicant and/or their representative.
7. No application requesting the same relief previously ruled upon by the Board shall be heard by the Board for a period of one (1) year following the date of the decision.

E. *Appeals.* Any applicant, appellant or interested person aggrieved by a decision of the Board shall have the right to appeal that decision to the Circuit Court for Wicomico County. Any appeal shall be noted in the Circuit Court within 30 days of the Board's decision

#### **Section IV. Amendments.**

These Rules of Procedure, and any part thereof, may be amended by the Board, subject to approval by the City Council.



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

**TO:** City Council  
**FROM:** Kim Nichols, City Clerk  
**SUBJECT:** Adopting Formal Employment Agreement for City Administrator  
**DATE:** April 6, 2023

---

Per Council's April 3<sup>rd</sup> discussion in Closed Session, the attached resolution is provided for consideration and approval.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

**RESOLUTION NO. 3250**

**A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND  
ADOPTING A FORMAL EMPLOYMENT AGREEMENT FOR THE  
POSITION OF CITY ADMINISTRATOR.**

**WHEREAS**, the Charter of the City of Salisbury, as set forth in SC-4-3, requires a City Administrator in the Office of the Mayor who shall be the Chief Administrative Officer of the City;

**WHEREAS**, the Council of the City of Salisbury acknowledges that the position of City Administrator is of great importance to the City and is of such importance that the position must be at the pleasure of Mayor and Council;

**WHEREAS**, in order to attract highly qualified candidates to the position of City Administrator, the Council of the City of Salisbury deems it necessary and appropriate to develop a form Employment Agreement consistent with the Charter of the City of Salisbury and further memorializing expectations, obligations, and certain assurances by and between the City and its City Administrator.

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

**Section 1.** That the form Employment Agreement for the position of City Administrator, attached hereto and incorporated herein as **Exhibit 1**, is hereby adopted and approved.

**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 1** attached hereto, are incorporated into this section of the Resolution as if such recitals and **Exhibit 1** 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.

**ATTEST:**

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

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**

## EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the CITY OF SALISBURY, a municipal corporation, hereinafter called “**City**” and \_\_\_\_\_, hereinafter called “**Employee**.” (City and Employee are sometimes referred to herein individually as “**Party**” and collectively as the “**Parties**”.)

### RECITALS

**WHEREAS**, the City, through the Mayor and the Salisbury City Council (“**Council**”), desires to employ the services of said Employee as City Administrator as provided for by Article IV, SC4-1, *et seq.* of the Charter of the City of Salisbury; and

**WHEREAS**, Employee desires to accept employment as City Administrator.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree, as follows:

1. **Employment**. The City hereby employs Employee and Employee accepts employment as the City Administrator as provided for in Section SC4-1, *et seq.* of the Charter of the City of Salisbury.
2. **Term**. As per Section SC4-3 of the Charter of the City of Salisbury, Employee shall serve at the pleasure of Mayor and Council. As per the terms of Paragraph 6 below, termination of Employee’s employment by the City may obligate the City to pay severance to Employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign from his/her position with the City; however, in the event of resignation, the Employee shall provide the City at least forty-five (45) days advance written notice.
3. **Duties**. Employee hereby accepts employment by the City upon the conditions set forth in this Agreement and acknowledges and agrees to the following:
  - a. The City Administrator shall be the direct subordinate of the Mayor and the immediate supervisor of the department heads identified in the applicable section of the Charter. The City Administrator shall also be the immediate supervisor of the Deputy City Administrator. The City Administrator shall serve as the supervising authority of the Office of the Mayor and shall be the Mayor’s Chief of Staff.
  - b. The City Administrator shall devote his/her full time to the duties of the office.
  - c. The duties of the City Administrator shall be determined and assigned by the Mayor and shall include:
    - i. To serve as Chief of Staff of the department heads, excepting the City Clerk and City Solicitor;

- ii. To exercise supervisory authority over department heads, excepting the City Clerk and City Solicitor;
- iii. To direct the operations of the City government;
- iv. To supervise the Office of Mayor at the direction of the Mayor and to be responsible for the execution of the duties and responsibilities of the Office of the Mayor;
- v. To supervise the preparation of the City budget;
- vi. To recommend candidates to the Mayor for appointment as department heads, excepting the City Clerk and City Solicitor;
- vii. When necessary, to recommend disciplinary actions against department heads to the Mayor, excepting the City Clerk and City Solicitor;
- viii. To assist the Mayor in the formation of policy and the implementation of plans to address demands for municipal services, enhance the quality of life and strengthen the economic vitality of the City; and
- ix. To perform such duties not inconsistent with the Charter as may be delegated by the Mayor from time to time.

4. Compensation.

a. For all services to be rendered by Employee to the City during the term of this Agreement, the City agrees to pay Employee a salary as set forth in the annual budget adopted by Council.

b. During the term of this Agreement, the Employee shall be entitled to all fringe benefits, if any, offered generally to the City's full-time employees, including medical and hospitalization insurance and any other employee benefit plans established by the City. The above paragraph, however, is subject to Employee meeting the participation requirements of each of the above plans.

5. Termination. Employee agrees that he/she understands the position of City Administrator is at the pleasure of the Mayor and Council and is at-will employment. Employee understands that his employment may be terminated at any time, with or without cause, regardless of what may be provided for employees in the City's then-current employee handbook. Employee acknowledges that the position of City Administrator is of great importance to the City and is of such importance that the position must be at the pleasure of the Mayor and Council.

6. Severance Pay. In the event City exercises its right to terminate Employee, who is an at-will Employee, the payment of severance pay to Employee shall be in accordance with the following:

- a. If the City terminates Employee without cause within one (1) year from the date of this Employment Agreement, the City shall pay Employee severance pay equivalent to six (6) months of Employee's then-current salary, to be paid in accordance with standard payroll practices (paid in bi-weekly salary paychecks), and continued health insurance benefits for six (6) months; however, no other benefits will be paid or accrued. The severance pay shall be reduced by applicable taxes and withholding.



- b. If the City terminates Employee without cause within one (1) year from the date of an election in which a new Mayor is elected, the City shall pay Employee severance pay equivalent to six (6) months of Employee's then-current salary, to be paid in accordance with standard payroll practices (paid in bi-weekly salary paychecks), and continued health insurance benefits for six (6) months; however, no other benefits will be paid or accrued. The severance pay shall be reduced by applicable taxes and withholding.
- c. If the City terminates Employee without cause at any time other than those set forth in the above Paragraphs 6(a) and (b), the City shall pay Employee severance pay equivalent to three (3) months of Employee's then-current salary, to be paid in accordance with standard payroll practices (paid in bi-weekly salary paychecks), and continued health insurance benefits for three (3) months; however, no other benefits shall be paid or accrued. The severance pay shall be reduced by applicable taxes and withholding.
- d. If the City terminates Employee with cause, or in the event Employee terminates his/her own employment, Employee shall not be entitled to any severance pay. For purposes of this Employment Agreement, "cause" shall mean termination of employment for any of the following reasons:
  - i. If Employee engages in any conduct that is unprofessional, unethical, immoral or fraudulent, or violates any applicable law, regulation or professional standards, as determined by the City within the sole discretion of the City; or
  - ii. If Employee breaches any material term of this Employment Agreement.

7. Miscellaneous Provisions.

a. Notices required or that may be given under this Employment Agreement shall be given in the following manner:

i. If to the City by First Class US mail with postage prepaid and by HAND DELIVERY to:

City of Salisbury  
 Attn. Mayor's Office  
 125 N. Division Street  
 Salisbury, MD 21801

ii. If to Employee, First Class US mail with postage prepaid and by HAND DELIVERY to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Severability; Incorporated Terms; and Order of Precedence. Any provision of this Employment Agreement that is held by a court or tribunal of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Employment Agreement.

c. Integration; Amendment; Waiver; Assignment. This instrument contains the entire and integrated Employment Agreement made by and between the Parties hereto and pertaining to the subject matter hereof. The terms and conditions expressed herein shall supersede all prior negotiations, representations or agreements, either written or oral. No provision of this Employment Agreement may be amended, waived, or otherwise modified without the prior written consent of all the Parties hereto. No action taken pursuant to this Employment Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement herein contained. The waiver by any party hereto of a breach of any provision or contained in this Employment Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other condition hereof.

d. Section Headings. The section and other headings contained in this Employment Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Employment Agreement.

e. Counterparts. This Employment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

f. Applicable Law; Jurisdiction and Venue; Service of Process. This Employment Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Maryland. All suits, proceedings and other actions relating to, arising out of or in connection with this Employment Agreement shall be submitted to the in *personam* jurisdiction of the courts of the State of Maryland and venue for all such suits, proceedings and other actions shall be in Wicomico County, Maryland. The Parties hereby waive any claim against or objection to in *personam* jurisdiction and venue in the courts of Wicomico County, Maryland.

g. Waiver Of Jury Trial. The Parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either Party against the other Party on any matter whatsoever arising out of or in any way connected with this Employment Agreement, the relationship of the Parties to one another and/or any claim, injury or damage arising from this Employment Agreement.

h. Assignment. Neither this Employment Agreement nor any right or obligation hereunder may be assigned by any Party without the prior written consent of the other Party.

i. Interpretation. This Employment Agreement shall not be interpreted for, in favor of or against either Party hereto by reason of the fact that the Party or that Party's agent, servants, employee or attorney prepared or participated in the preparation of the same.

j. Use of Genders. Whenever used in this Employment Agreement, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter.

k. Authorization and Validity of Agreements. The signatories hereto, each and respectively, warrant that he or she has the full right, power and authority to execute, acknowledge, seal and deliver this Employment Agreement and to perform the transactions contemplated by this Employment Agreement. This Employment Agreement has been duly executed, acknowledged, sealed and delivered by the Parties as their legal, valid and binding obligations, enforceable against the Parties, respectively, in accordance with its terms.

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

ATTEST:

The City of Salisbury

\_\_\_\_\_  
Kimberly Nichols, City Clerk

BY: \_\_\_\_\_(SEAL)  
John R. Heath, Acting Mayor

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
\_\_\_\_\_, Employee

# MEMO

To: Rick Baldwin, Director, DID  
From: William T Holland   
Date: 2/16/2023  
Re: South Division Street – Rinnier Annexation

---

Attached is the referenced annexation package for the February 21 City Council work session. The property is located on the corner of Onley Road and South Division St. and consists of approximately 1.8 acres. It's the developers' intent to develop the property with two apartment buildings, one with ten units and the other with eight units, with parking, landscaping, an enclosed dumpster, and required stormwater management.

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

1  
2  
3 **RESOLUTION NO. 3201**

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  
6 and binding upon the Corporate Limits of the City of Salisbury to be  
7 known as “South Division Street Annexation”, beginning at a point being  
8 an existing corner of the Corporate Limits Line of the City of Salisbury,  
9 MD near the westerly line of South Division Street at its intersection  
10 with the northerly right of way line of Onley Road extended. X  
11 1,201,760.73 Y 188,850.09 (1) Thence by and with the said line of Onley  
12 Road, North eighty-nine degrees twenty-two minutes thirty-one  
13 seconds East (N 89° 22' 31" E) two hundred thirty-two decimal two,  
14 six (232.26) feet to a point on the said line of Onley Road and Corporate  
15 Limits Line. X 1,201,992.98 Y 188,852.62 (2) Thence leaving the said  
16 line and by and with the easterly line of the lands of OT 2005, LLC,  
17 North three degrees thirteen minutes one seconds East (N 03° 13' 01"  
18 E) three hundred forty- eight decimal zero,zero {348.00) feet to a point  
19 on the northerly line of the said OT 2005, LLC lands. X 1,202,012.51Y  
20 189,200.08 (3) Thence by and with the said line of OT 2005, LLC, North  
21 eighty-nine degrees forty-seven minutes forty-two seconds West (N 89°  
22 47' 42" W) two hundred twenty-four decimal eight, five (224.85) feet  
23 to a point on the existing Corporate Limit Line near the westerly right  
24 of way line of South Division Street. X 1,201,787.66 Y 189,200.88 (4)  
25 Thence by and with the said line South four degrees twenty-three  
26 minutes twenty-five seconds West (5 4° 23' 25" W) three hundred fifty-  
27 one decimal eight, two (351.82) feet to the point of beginning,  
28 containing 1.831 acres, more or less.

29 **RECITALS**

30 **WHEREAS**, the City of Salisbury has received a Petition for Annexation, dated February 21, 2022,  
31 attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, signed by at least  
32 twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are  
33 owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought  
34 to be annexed binding upon the Corporate Limits of the City of Salisbury to be known as “South Division  
35 Street Annexation” beginning at a point contiguous to and binding upon the existing corporate limits line  
36 of the City of Salisbury, MD, being on the westerly right of way line of South Division Street at the southern  
37 corporate limits of the City of Salisbury, continuing around the perimeter of the affected property to the  
38 point of beginning, being all that real property identified as Map 0048, Grid 0002, Parcel 199, Map 0048,  
39 Grid 0002, Parcel 200 and Map 0048, Grid 0003, Parcel 0202 and all that certain portion of the public road  
40 right-of-way known as “South Division Street” and further being the same real property more particularly  
41 described in the legal description attached hereto as **Exhibit 2** and incorporated as if fully set forth herein  
42 and being that same public right-of-way more particularly depicted on that certain plat entitled “Annexation  
43 Plat” attached hereto as **Exhibit 3** and incorporated as if fully set forth herein (the aforesaid real property

44 is hereinafter referred to as the “**Annexed Property**”); and

45 **WHEREAS**, the City of Salisbury has caused to be made a certification of the signatures on the  
46 said petition for annexation and the City of Salisbury has verified that the persons signing the petition  
47 represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners  
48 owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all  
49 as of September 15, 2022, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of  
50 Salisbury, attached hereto as **Exhibit 4** and incorporated by reference as if fully set forth herein; and

51 **WHEREAS**, it appears that the aforesaid Petition for Annexation, dated May 6, 2021, meets all  
52 the requirements of applicable state and local law; and

53 **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this  
54 Resolution, providing for the City of Salisbury’s annexation of the Annexed Property as set forth herein,  
55 shall be and hereby is scheduled for April 10, 2023 at 6:00 p.m.

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

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

63 **Section 2.** The annexation of the Annexed Property be and hereby is approved by the Council of  
64 the City of Salisbury subject to all terms, conditions and agreements contained in the aforementioned  
65 property description, the proposed Annexation Agreement, and the Annexation Plan, attached as **Exhibits**  
66 **2, 5 and 6, respectively**, each of which is attached hereto and incorporated herein as if all such terms,  
67 conditions and agreements contained in such Exhibits were specifically set forth at length in this Resolution.

68 **Section 3.** The Zoning Map of the City of Salisbury shall be amended to include the Annexed  
69 Property within that certain Zoning District of the City of Salisbury identified as “**College and University**”,  
70 which said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by  
71 this Resolution, is presently zoned “**LB-1 Light Business & Institutional**” in accordance with the existing  
72 zoning laws of Wicomico County, Maryland.

73 **Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury  
74 shall hold a public hearing on this Resolution on April 10, 2023 at 6:00p.m. in the Council  
75 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of  
76 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly  
77 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public

78 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid  
79 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of  
80 publication as specified hereinabove.

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

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

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

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

92 **Section 8.** This Resolution and the annexation of the Annexed Property as contemplated herein,  
93 shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to  
94 the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-  
95 401, et seq.

96 **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the  
97 City of Salisbury held on the 27th day of February 2023, having been duly published as required by law  
98 in the meantime a public hearing was held on the 10th day of April, 2023 at 6:00 p.m., and was  
99 finally passed by the Council at its regular meeting held on the 10th day of  
100 April, 2023.

101  
102 \_\_\_\_\_  
103 Kimberly R. Nichols, \_\_\_\_\_  
104 City Clerk Muir W. Boda,  
105 Council President  
106  
107

108 APPROVED BY ME this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
109  
110

111 \_\_\_\_\_  
112 John R. Heath,  
113 Acting Mayor  
114

# 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) # 199,200 & 202

1137-1141 S. DUNBAR ST.

Map # 48

### SIGNATURE (S)

Signature



2-21-22  
Date

Printed

W. Blair Rinnier, Authorized Signor

Signature

\_\_\_\_\_  
Date

Printed

Signature

\_\_\_\_\_  
Date

Printed

Signature

\_\_\_\_\_  
Date

Printed

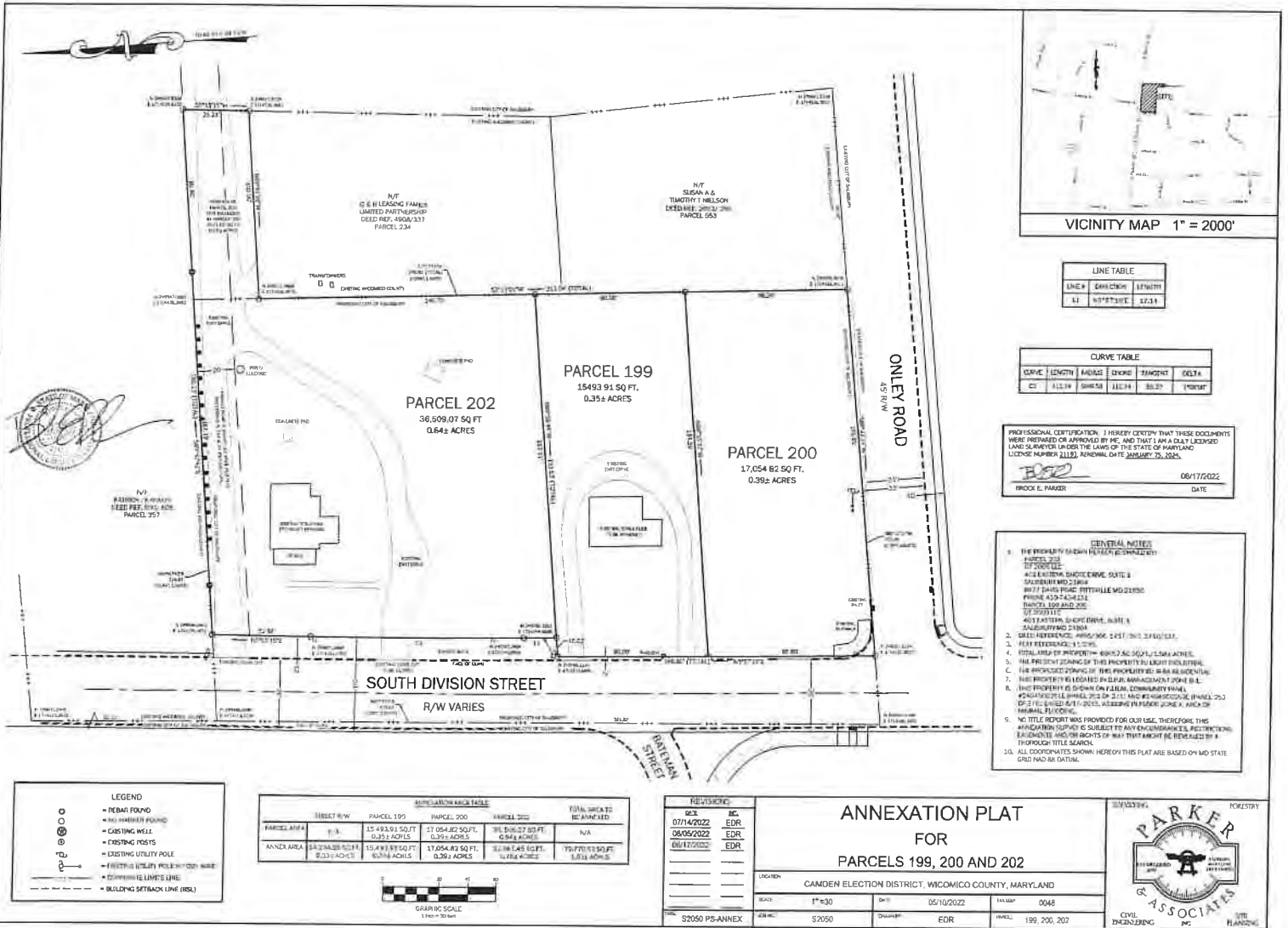


## S DIVISION STREET – OT 2005, LLC

Beginning for the same at a point being an existing corner of the Corporate Limits Line of the City of Salisbury, MD near the westerly line of South Division Street at its intersection with the northerly right of way line of Onley Road extended. X 1,201,760.73 Y 188,850.09 (1) Thence by and with the said line of Onley Road, North eighty-nine degrees twenty-two minutes thirty-one seconds East (N 89° 22' 31" E) two hundred thirty-two decimal two, six (232.26) feet to a point on the said line of Onley Road and Corporate Limits Line. X 1,201,992.98 Y 188,852.62 (2) Thence leaving the said line and by and with the easterly line of the lands of OT 2005, LLC, North three degrees thirteen minutes one seconds East (N 03° 13' 01" E) three hundred forty-eight decimal zero, zero (348.00) feet to a point on the northerly line of the said OT 2005, LLC lands. X 1,202,012.51 Y 189,200.08 (3) Thence by and with the said line of OT 2005, LLC, North eighty-nine degrees forty-seven minutes forty-two seconds West (N 89° 47' 42" W) two hundred twenty-four decimal eight, five (224.85) feet to a point on the existing Corporate Limit Line near the westerly right of way line of South Division Street. X 1,201,787.66 Y 189,200.88 (4) Thence by and with the said line South four degrees twenty-three minutes twenty-five seconds West (S 4° 23' 25" W) three hundred fifty-one decimal eight, two (351.82) feet to the point of beginning.

Annexation containing 1.831 acres, more or less.

EXHIBIT 3



LINE TABLE		
LINE#	DESCRIPTION	LENGTH
11	10' R/W TO R/W	22.31

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	TANGENT	DELTA
C1	111.14	500.00	111.14	88.27	90.00

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED LAND SURVEYOR IN THE STATE OF MARYLAND, LICENSE NUMBER 21182, RENEWAL DATE JANUARY 25, 2024.

*[Signature]* 06/17/2022  
 BROCK E. PARKER DATE

- CENTRAL NOTES**
- THE PROPERTY BOUNDARIES SHOWN HEREON ARE BASED ON THE SURVEY OF 07/14/2022.
  - ALL CURVE DATA IS BASED ON THE 2011 NAD 83 DATUM.
  - THE PROPERTY BOUNDARIES SHOWN HEREON ARE BASED ON THE SURVEY OF 07/14/2022.
  - ALL CURVE DATA IS BASED ON THE 2011 NAD 83 DATUM.
  - THE PROPERTY BOUNDARIES SHOWN HEREON ARE BASED ON THE SURVEY OF 07/14/2022.
  - ALL CURVE DATA IS BASED ON THE 2011 NAD 83 DATUM.
  - THE PROPERTY BOUNDARIES SHOWN HEREON ARE BASED ON THE SURVEY OF 07/14/2022.
  - ALL CURVE DATA IS BASED ON THE 2011 NAD 83 DATUM.
  - THE PROPERTY BOUNDARIES SHOWN HEREON ARE BASED ON THE SURVEY OF 07/14/2022.
  - ALL CURVE DATA IS BASED ON THE 2011 NAD 83 DATUM.
  - THE PROPERTY BOUNDARIES SHOWN HEREON ARE BASED ON THE SURVEY OF 07/14/2022.
  - ALL CURVE DATA IS BASED ON THE 2011 NAD 83 DATUM.
  - THE PROPERTY BOUNDARIES SHOWN HEREON ARE BASED ON THE SURVEY OF 07/14/2022.
  - ALL CURVE DATA IS BASED ON THE 2011 NAD 83 DATUM.
  - THE PROPERTY BOUNDARIES SHOWN HEREON ARE BASED ON THE SURVEY OF 07/14/2022.
  - ALL CURVE DATA IS BASED ON THE 2011 NAD 83 DATUM.

- LEGEND**
- REBAR FOUND
  - NO NUMBER FOUND
  - EXISTING WELLS
  - EXISTING POSTS
  - EXISTING UTILITY POLE
  - EXISTING UTILITY POLE WITH WIRE
  - CONCRETE LIMITS LINE
  - BUILDING SETBACK LINE (BSL)

SUPPLEMENTAL TABLE				
SETBACK R/W	PARCEL 199	PARCEL 200	PARCEL 202	TOTAL AREA TO BE ANNEXED
PARCEL AREA	15,493.91 SQ. FT. 0.35± ACRES	17,054.82 SQ. FT. 0.39± ACRES	17,054.82 SQ. FT. 0.39± ACRES	N/A
ANNEX AREA	15,493.91 SQ. FT. 0.35± ACRES	17,054.82 SQ. FT. 0.39± ACRES	17,054.82 SQ. FT. 0.39± ACRES	75,770.15 SQ. FT. 1.73± ACRES



REVISIONS	
DATE	DESCRIPTION
07/14/2022	EDR
08/05/2022	EDR
08/17/2022	EDR

**ANNEXATION PLAT**  
**FOR**  
**PARCELS 199, 200 AND 202**

LOCATION: CAMDEN ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

SCALE: 1"=30' DATE: 06/10/2022 DRAWN BY: 0048

JOB NO.: S2050 PS-ANNEX DRAWN BY: EDR PARCEL: 199, 200, 202





CERTIFICATION

S DIVISION STREET – OT 2005 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: 9/18/2022

S Division St – OT 2005 LLC – Certification – 09-15-2022.doc

# OT 2005, L.L.C. – SOUTH DIVISION STREET ANNEXATION

## Exhibit 5

### ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT (“Agreement”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and *OT 2005, L.L.C.*, a Maryland limited liability company (“OT 2005”) (the City and OT 2005 are hereinafter referred to collectively as the “Parties”).

### RECITALS

**WHEREAS**, for purposes of this Agreement, the term “OT 2005” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of OT 2005, 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 OT 2005, as the case may be;

**WHEREAS**, OT 2005 is the owner of all that certain real property identified as Map 0048, Grid 0002, Parcel 199, consisting of 16,000 square feet more or less, having a premises address of 1139 St. Division St., Salisbury, Maryland 21804 (“**Parcel 199**”), pursuant to a Deed, dated October 27, 2022, from OT 2000, L.L.C. to OT 2005, recorded among the Land Records of Wicomico County, Maryland in Liber 5183, folio 1;

**WHEREAS**, OT 2005 is the owner of all that certain real property identified as Map 0048, Grid 0002, Parcel 200, consisting of 18,000 square feet more or less, having a premises address of 1141 St. Division St., Salisbury, Maryland 21804 (“**Parcel 200**”), pursuant to a Deed, dated October 27, 2022, from OT 2000, L.L.C. to OT 2005, recorded among the Land Records of Wicomico County, Maryland in Liber 5183, folio 1;

**WHEREAS**, OT 2005 is the owner of all that certain real property identified as Map 0048, Grid 0003, Parcel 0202, consisting of 36,509 square feet more or less, having a premises address of 1137 St. Division St., Salisbury, Maryland 21804 (“**Parcel 202**”), pursuant to a Deed, dated May 9, 2014, from Robert L. White, individually and t/a Whitey’s Bar-B-Q to OT 2005, recorded among the Land Records of Wicomico County, Maryland in Liber 3710, folio 127;

**WHEREAS**, Parcel 199, Parcel 200 and Parcel 202 are further described in the Annexation Plat attached hereto as *Exhibit 1* and incorporated herein. The Annexation Plat further depicts all that certain portion of the public road right-of-way known as “South Division Street”, consisting of 0.33 acres of land more or less and being that same public right-of-way (The aforesaid public road right-of-way is hereinafter referred to as the “**South Division Street ROW**”; Parcel 199, Parcel 200 and Parcel 202 and the South Division Street ROW are hereinafter referred to collectively as the “**Property**”). 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 2*; and

**WHEREAS**, OT 2005 intends to re-subdivide the three (3) parcels of the Property into one (1) parcel, as described in the “Annexation Site Plan the Grove,” a copy of which is attached hereto and incorporated herein as *Exhibit 3*;

**WHEREAS**, upon OT 2005’s subdivision of the Property into one (1) parcel as described in *Exhibit 3*, OT 2005 intends to construct upon the Property two (2) apartment buildings to be used for housing and associated uses consistent with the City’s College and University zoning;

**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 OT 2005 desires to obtain for its development of the Property as aforesaid;

**WHEREAS**, OT 2005, submitted a Petition for Annexation (the "**Petition**"), dated February 21, 2022, requesting the City annex each parcel of land which makes up the Property as contemplated herein;

**WHEREAS**, the City is willing to annex the Property, provided OT 2005 agrees to adhere to all laws, ordinances and regulations of the City, and the provisions of this Agreement, regarding OT 2005's use and development of the Property;

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

**WHEREAS**, pursuant to the authority contained in MD Code, Local Government, § 4-101, et seq., the City and OT 2005 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 OT 2005'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 OT 2005.**

(a) This Agreement shall constitute the written consent of OT 2005 to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). OT 2005 represents and warrants to the City that it has the full power and authority to sign this Agreement and that OT 2005 is the sole owner of the Property more particularly described in **Exhibit 2** and, thus, constitutes the owner of one hundred percent (100%) of the assessed value of the Property. OT 2005 further represents and warrants to

the City that there is no action pending against, or otherwise involving, OT 2005 that would affect, in any way, the right and authority of OT 2005 to execute this Agreement.

(b) OT 2005 expressly acknowledges and agrees that it will receive a benefit from and upon the City's annexation of the Property; accordingly, by OT 2005's execution of this Agreement, OT 2005 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. OT 2005 shall not petition the Annexation Resolution to referendum and, in the event the Annexation Resolution is petitioned to referendum and OT 2005 is permitted to vote in such referendum, OT 2005 shall vote in favor of the Annexation Resolution.

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

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.

5. **Municipal Zoning.**

Upon the effective date of the Annexation Resolution, the Property shall be zoned College and University.

6. **Municipal Services.**

(a) Subject to the obligations of OT 2005 set forth in Section 9(f)(i)-(ii) hereof, the City agrees to provide all necessary municipal services required for OT 2005'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 OT 2005 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) OT 2005, 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. OT 2005 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 OT 2005 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), OT 2005 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 OT 2005 under Section 8(a), whichever is greater.

9. **Development Considerations.**

(a) **Fees & Costs.** OT 2005 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 OT 2005 for all costs to be paid by OT 2005 under this Section 9(a) and OT 2005 shall make payment to the City for all such amounts within fifteen (15) days of OT 2005's receipt of any such invoice from the City.

(b) **Development of Property.** OT 2005 shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City's College and University zoning district.

(c) **Contribution to Area Improvement.** OT 2005 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 OT 2005's submission or filing of any application or request for issuance of a permit for or relating to OT 2005's development of the Property, including an application for a building permit, or upon the expiration of one hundred twenty (120) days from the effective date of the Annexation Resolution, whichever occurs first, OT 2005 shall pay to the City a non-refundable development assessment in the amount of Thirteen Thousand Five Hundred Sixteen Dollars and 50/100 (\$13,516.50) (the "**Development Assessment**"). OT 2005 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.
- (ii) In the event OT 2005 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, OT 2005 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 OT 2005 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.

(e) **Community & Environmental Design.** OT 2005 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 OT 2005 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), OT 2005’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 terms and conditions of a Public Works Agreement, by and between OT 2005 and the City (the “PWA”), 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 OT 2005, or any party acting on its behalf, for any work associated with OT 2005’s development of the Property, or any portion thereof, until the PWA has been executed by the Parties.

**10. RECORD PLAT.**

OT 2005 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 (3<sup>rd</sup>) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (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 OT 2005 shall be addressed to, and delivered at, the following addresses:

OT 2005, L.L.C  
c/o W. Blair Rinnier, Jr.  
218 East Main St.  
Salisbury, MD 21801

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:*  
Laura E. Hay, Esquire  
Cockey, Brennan & Maloney, P.C.  
313 Lemmon Hill Lane  
Salisbury, Maryland 21801

**12. Future Uses of Annexed Property.**

OT 2005 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 College and University 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 OT 2005'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 OT 2005 is acting as the agent of the other party in any respect hereunder; and, (iii) that each of the City and OT 2005 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 OT 2005, 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), OT 2005 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. OT 2005 shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by OT 2005 of any of its interests in and to the Property or any portion thereof.

(i) **Express Condition.** The obligations of OT 2005 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 OT 2005 independent of its ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, the obligations of OT 2005 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 OT 2005, 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 OT 2005. 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 OT 2005'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:**

**“OT 2005”:**

**OT 2005, L.L.C.**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
W. Blair Rinnier, Jr., Authorized Representative

**THE “CITY”:**

**City of Salisbury, Maryland**

\_\_\_\_\_

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

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

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared W. Blair Rinnier, Jr., who acknowledged himself to be an Authorized Representative of OT 2005 I, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of OT 2005, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

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

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

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACOB R. DAY, who acknowledged himself to be the MAYOR of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

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

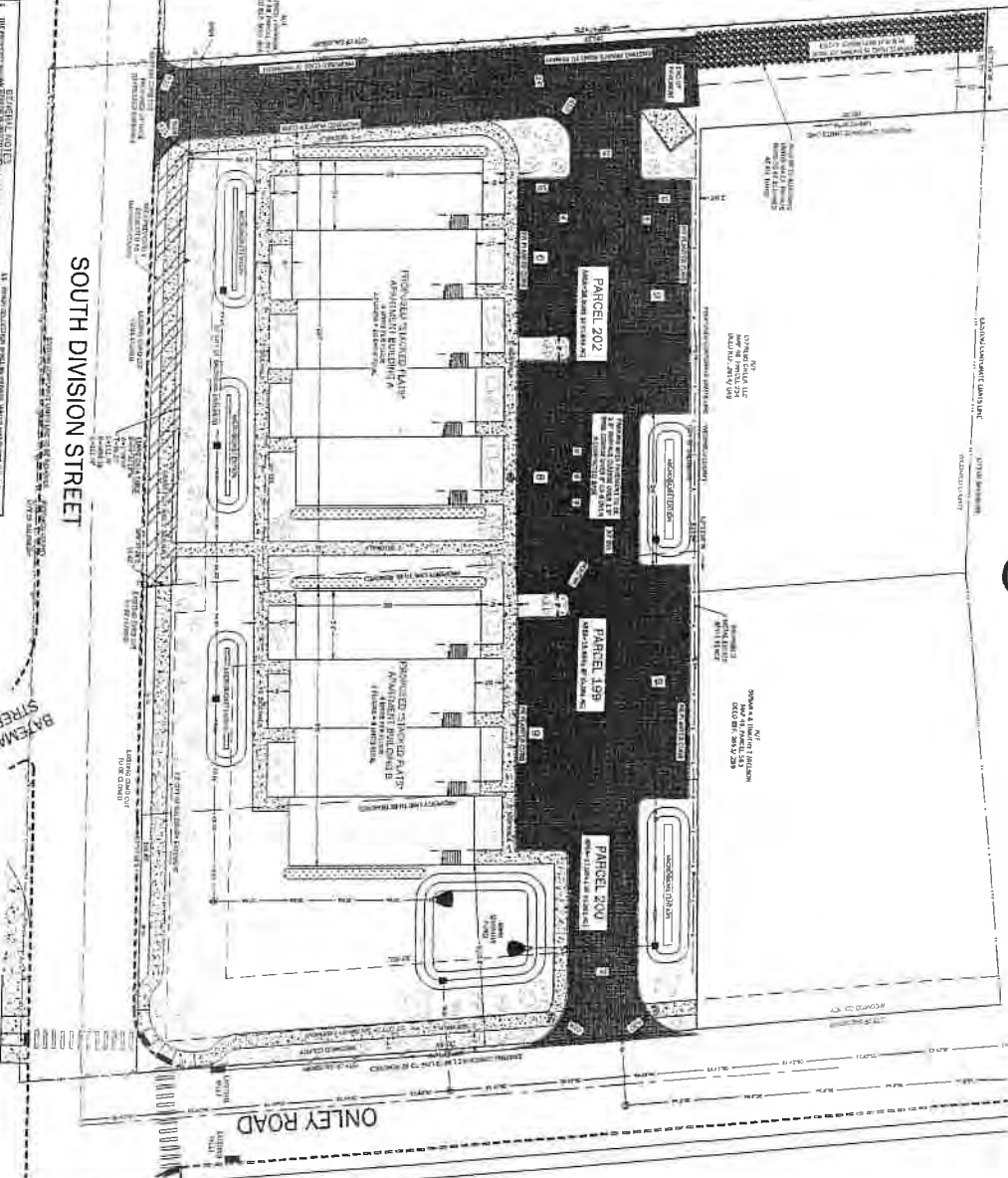
My Commission Expires: \_\_\_\_\_

**CERTIFICATION BY ATTORNEY**

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

\_\_\_\_\_  
**Laura E. Hay, Esq.**

# the grove



1. The project shall be designed to meet the applicable provisions of the International Building Code, 2015 Edition, and any amendments thereto, as approved by the City of Parkersburg. The project shall also be designed to meet the applicable provisions of the International Fire Code, 2015 Edition, and any amendments thereto, as approved by the City of Parkersburg.

2. The project shall be designed to meet the applicable provisions of the International Mechanical Code, 2015 Edition, and any amendments thereto, as approved by the City of Parkersburg.

3. The project shall be designed to meet the applicable provisions of the International Plumbing Code, 2015 Edition, and any amendments thereto, as approved by the City of Parkersburg.

4. The project shall be designed to meet the applicable provisions of the International Electrical Code, 2015 Edition, and any amendments thereto, as approved by the City of Parkersburg.

5. The project shall be designed to meet the applicable provisions of the International Energy Conservation Code, 2015 Edition, and any amendments thereto, as approved by the City of Parkersburg.

6. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

7. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

8. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

9. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

10. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

11. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

12. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

13. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

14. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

15. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

16. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

17. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

18. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

19. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

20. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

21. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

22. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

23. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

24. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

25. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

26. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

27. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

28. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

29. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

30. The project shall be designed to meet the applicable provisions of the International Fire and Code Official, as approved by the City of Parkersburg.

### LEGEND

Legend	Symbol	Description
Proposed Building Footprint	—	Proposed Building Footprint
Proposed Parking	○	Proposed Parking
Proposed Driveway	—	Proposed Driveway
Proposed Sidewalk	—	Proposed Sidewalk
Proposed Landscape	—	Proposed Landscape
Proposed Utility	—	Proposed Utility
Proposed Stormwater	—	Proposed Stormwater
Proposed Accessory Building	—	Proposed Accessory Building
Proposed Signage	—	Proposed Signage
Proposed Fencing	—	Proposed Fencing
Proposed Retention Wall	—	Proposed Retention Wall
Proposed Walkway	—	Proposed Walkway
Proposed Bicycle Lane	—	Proposed Bicycle Lane
Proposed Tree	—	Proposed Tree
Proposed Planting	—	Proposed Planting
Proposed Irrigation	—	Proposed Irrigation
Proposed Lighting	—	Proposed Lighting
Proposed Security	—	Proposed Security
Proposed Safety	—	Proposed Safety
Proposed Accessibility	—	Proposed Accessibility
Proposed Compliance	—	Proposed Compliance
Proposed Standards	—	Proposed Standards
Proposed Guidelines	—	Proposed Guidelines
Proposed Best Practices	—	Proposed Best Practices
Proposed Recommendations	—	Proposed Recommendations
Proposed Notes	—	Proposed Notes
Proposed Details	—	Proposed Details
Proposed Specifications	—	Proposed Specifications
Proposed Schedules	—	Proposed Schedules
Proposed Drawings	—	Proposed Drawings
Proposed Plans	—	Proposed Plans
Proposed Sections	—	Proposed Sections
Proposed Elevations	—	Proposed Elevations
Proposed Perspectives	—	Proposed Perspectives
Proposed Animations	—	Proposed Animations
Proposed Virtual Reality	—	Proposed Virtual Reality
Proposed Augmented Reality	—	Proposed Augmented Reality
Proposed Mixed Reality	—	Proposed Mixed Reality
Proposed Extended Reality	—	Proposed Extended Reality
Proposed Immersive Reality	—	Proposed Immersive Reality
Proposed Virtual Worlds	—	Proposed Virtual Worlds
Proposed Metaverses	—	Proposed Metaverses
Proposed Digital Worlds	—	Proposed Digital Worlds
Proposed Virtual Spaces	—	Proposed Virtual Spaces
Proposed Digital Environments	—	Proposed Digital Environments
Proposed Virtual Landscapes	—	Proposed Virtual Landscapes
Proposed Digital Gardens	—	Proposed Digital Gardens
Proposed Virtual Parks	—	Proposed Virtual Parks
Proposed Digital Campuses	—	Proposed Digital Campuses
Proposed Virtual Cities	—	Proposed Virtual Cities
Proposed Digital Towns	—	Proposed Digital Towns
Proposed Virtual Villages	—	Proposed Virtual Villages
Proposed Digital Kingdoms	—	Proposed Digital Kingdoms
Proposed Virtual Realms	—	Proposed Virtual Realms
Proposed Digital Domains	—	Proposed Digital Domains
Proposed Virtual Territories	—	Proposed Virtual Territories
Proposed Digital Empires	—	Proposed Digital Empires
Proposed Virtual Kingdoms	—	Proposed Virtual Kingdoms
Proposed Digital Realms	—	Proposed Digital Realms
Proposed Virtual Domains	—	Proposed Virtual Domains
Proposed Digital Territories	—	Proposed Digital Territories
Proposed Virtual Empires	—	Proposed Virtual Empires
Proposed Digital Kingdoms	—	Proposed Digital Kingdoms
Proposed Virtual Realms	—	Proposed Virtual Realms
Proposed Digital Domains	—	Proposed Digital Domains
Proposed Virtual Territories	—	Proposed Virtual Territories
Proposed Digital Empires	—	Proposed Digital Empires

**TABLE 1: LANDSCAPE LEGEND**

Plant	Symbol	Plant Name
Large Tree	○	Large Tree
Medium Tree	○	Medium Tree
Small Tree	○	Small Tree
Shrub	○	Shrub
Flower Bed	○	Flower Bed
Grass Area	—	Grass Area
Planting Bed	—	Planting Bed
Retention Wall	—	Retention Wall
Walkway	—	Walkway
Bicycle Lane	—	Bicycle Lane
Driveway	—	Driveway
Parking Lot	—	Parking Lot
Accessories	—	Accessories
Lighting	—	Lighting
Security	—	Security
Safety	—	Safety
Accessibility	—	Accessibility
Compliance	—	Compliance
Standards	—	Standards
Guidelines	—	Guidelines
Best Practices	—	Best Practices
Recommendations	—	Recommendations
Notes	—	Notes
Details	—	Details
Specifications	—	Specifications
Schedules	—	Schedules
Drawings	—	Drawings
Plans	—	Plans
Sections	—	Sections
Elevations	—	Elevations
Perspectives	—	Perspectives
Animations	—	Animations
Virtual Reality	—	Virtual Reality
Augmented Reality	—	Augmented Reality
Mixed Reality	—	Mixed Reality
Extended Reality	—	Extended Reality
Immersive Reality	—	Immersive Reality
Virtual Worlds	—	Virtual Worlds
Metaverses	—	Metaverses
Digital Worlds	—	Digital Worlds
Virtual Spaces	—	Virtual Spaces
Digital Environments	—	Digital Environments
Virtual Landscapes	—	Virtual Landscapes
Digital Gardens	—	Digital Gardens
Virtual Parks	—	Virtual Parks
Digital Campuses	—	Digital Campuses
Virtual Cities	—	Virtual Cities
Digital Towns	—	Digital Towns
Virtual Villages	—	Virtual Villages
Digital Kingdoms	—	Digital Kingdoms
Virtual Realms	—	Virtual Realms
Digital Domains	—	Digital Domains
Virtual Territories	—	Virtual Territories
Digital Empires	—	Digital Empires

### ANNEXATION SITE PLAN

the grove

1234 EAST MAIN STREET, PARKERSBURG, WV

DATE: 03/21/23

SCALE: 1/4" = 1'-0"

PROJECT NO: 23-001

DESIGNER: ABC COMPANY

CHECKED: J. SMITH

APPROVED: M. JONES



REVISIONS:

No.	Description
1	Initial Issue
2	Revisions
3	Final Issue

DATE: 03/21/23

SCALE: 1/4" = 1'-0"

PROJECT NO: 23-001

DESIGNER: ABC COMPANY

CHECKED: J. SMITH

APPROVED: M. JONES

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. 3202**

**A RESOLUTION** of the Council of the City of Salisbury 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 “South Division Street Annexation”, beginning at a point being an existing corner of the Corporate Limits Line of the City of Salisbury, MD near the westerly line of South Division Street at its intersection with the northerly right of way line of Onley Road extended. X 1,201,760.73 Y 188,850.09 (1) Thence by and with the said line of Onley Road, North eighty-nine degrees twenty-two minutes thirty-one seconds East (N 89° 22' 31" E) two hundred thirty-two decimal two, six (232.26) feet to a point on the said line of Onley Road and Corporate Limits Line. X 1,201,992.98 Y 188,852.62 (2) Thence leaving the said line and by and with the easterly line of the lands of OT 2005, LLC, North three degrees thirteen minutes one seconds East (N 03° 13' 01" E) three hundred forty- eight decimal zero,zero {348.00) feet to a point on the northerly line of the said OT 2005, LLC lands. X 1,202,012.51Y 189,200.08 (3) Thence by and with the said line of OT 2005, LLC, North eighty-nine degrees forty-seven minutes forty-two seconds West (N 89° 47' 42" W) two hundred twenty-four decimal eight, five (224.85) feet to a point on the existing Corporate Limit Line near the westerly right of way line of South Division Street. X 1,201,787.66 Y 189,200.88 (4) Thence by and with the said line South four degrees twenty-three minutes twenty-five seconds West (5 4° 23' 25" W) three hundred fifty-one decimal eight, two (351.82) feet to the point of beginning, containing 1.831 acres, more or less.

29           **WHEREAS**, the City of Salisbury has received a Petition for Annexation, dated February 21, 2022,  
30 attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, signed by at least  
31 twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are  
32 owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought  
33 to be annexed binding upon the Corporate Limits of the City of Salisbury to be known as “South Division  
34 Street Annexation” beginning at a point contiguous to and binding upon the existing corporate limits line  
35 of the City of Salisbury, MD, being on the westerly right of way line of South Division Street at the southern  
36 corporate limits of the City of Salisbury, continuing around the perimeter of the affected property to the  
37 point of beginning, being all that real property identified as Map 0048, Grid 0002, Parcel 199, Map 0048,  
38 Grid 0002, Parcel 200 and Map 0048, Grid 0003, Parcel 0202 and all that certain portion of the public road  
39 right-of-way known as “South Division Street” and further being the same real property more particularly  
40 described in the legal description attached hereto as **Exhibit 2** and incorporated as if fully set forth herein  
41 and being that same public right-of-way more particularly depicted on that certain plat entitled “Annexation  
42 Plat” attached hereto as **Exhibit 3** and incorporated as if fully set forth herein (the aforesaid real property  
43 is hereinafter referred to as the “**Annexed Property**”); and

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

46           **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this  
47 Resolution, providing for the Council of the City of Salisbury’s approval of the Annexation Plan (as defined  
48 hereinbelow) for the City of Salisbury’s annexation of the Annexed Property as set forth herein, shall be  
49 and hereby is scheduled for April 10, 2023 at 6:00 p.m.

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

52           **Section 1.** The “Annexation Plan for the “OT 2005, L.L.C.– S. Division Street Annexation to the  
53 City of Salisbury”, attached hereto as **Exhibit 4** and incorporated as if fully set forth herein (the  
54 “**Annexation Plan**”), be and hereby is adopted for the City of Salisbury’s annexation of the Annexed  
55 Property as contemplated by this Resolution.

56           **Section 2.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury  
57 shall hold a public hearing on this Resolution on April 10, 2023 at 6:00p.m. in the Council  
58 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of  
59 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly  
60 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public  
61 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid  
62 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of  
63 publication as specified hereinabove. **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF**  
64 **THE CITY OF SALISBURY AS FOLLOWS:**

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

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

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

74           **Section 6.** This Resolution and the annexation of the Annexed Property as contemplated herein,  
75 shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to



76 the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-  
77 401, et seq.

78 **THIS RESOLUTION** was introduced and read and passed at the regular meeting of the Council  
79 of the City of Salisbury held on February 27, 2023 , having been duly published as required by law in the meantime a  
80 public hearing was held on April 10, 2023, at 6:00 p.m., and was finally passed by the Council of the City of  
81 Salisbury at its regular meeting held on the 10th day of April, 2023.

82

83

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

\_\_\_\_\_   
Muir W. Boda,  
Council President

87

88

89

90 APPROVED BY ME this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

91

92

93 \_\_\_\_\_  
94 John R. Heath, Acting Mayor

95

# 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) # 199,200 & 202

1137-1141 S. DUNSTON ST.

Map # 48

SIGNATURE (S)

Signature 

2-21-22  
Date

Printed W. Blair Rinnier, Authorized Signor

Signature \_\_\_\_\_

\_\_\_\_\_  
Date

Printed \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Date

Printed \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Date

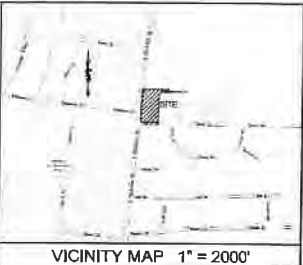
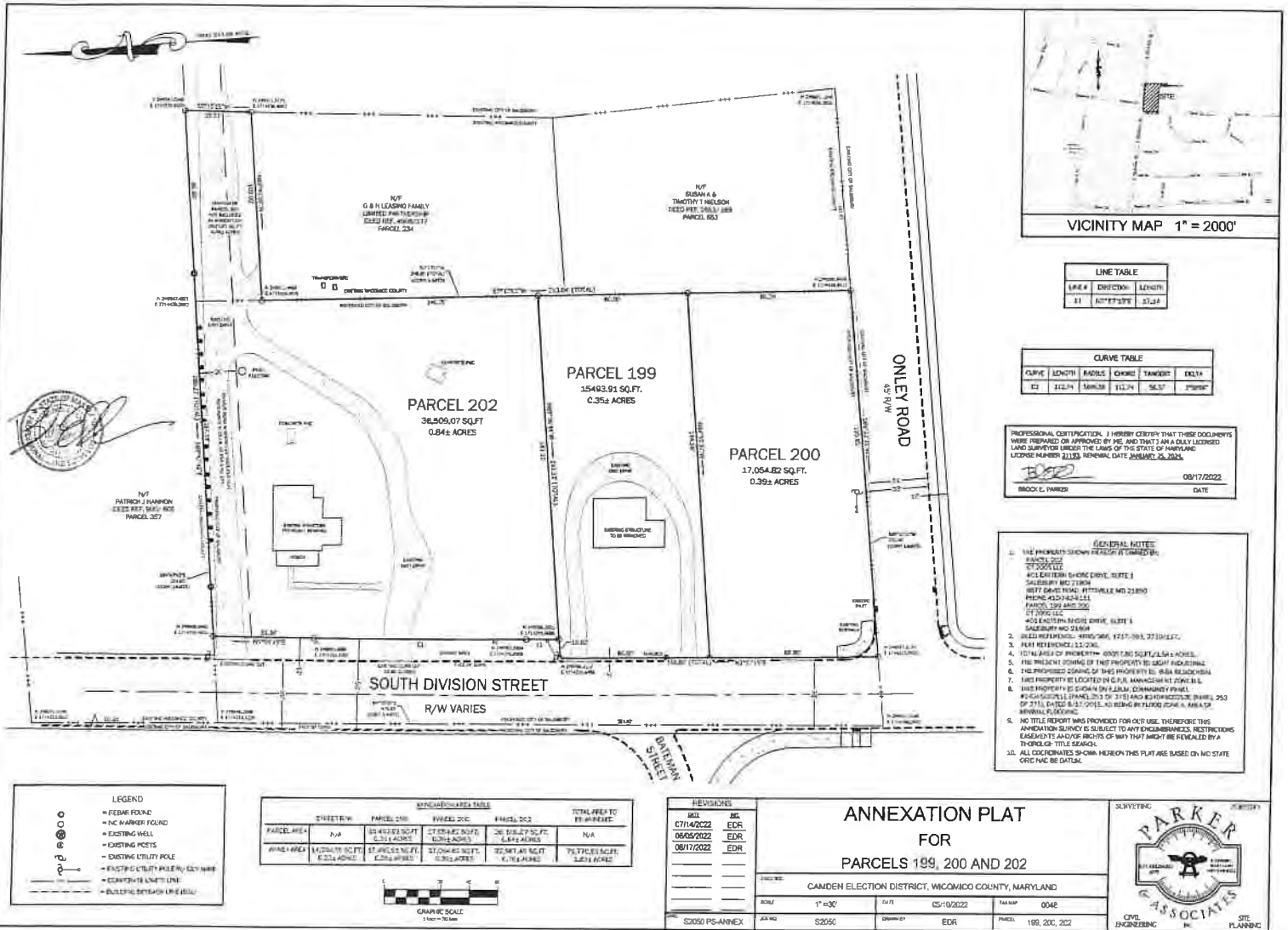
Printed \_\_\_\_\_

## S DIVISION STREET – OT 2005, LLC

Beginning for the same at a point being an existing corner of the Corporate Limits Line of the City of Salisbury, MD near the westerly line of South Division Street at its intersection with the northerly right of way line of Onley Road extended. X 1,201,760.73 Y 188,850.09 (1) Thence by and with the said line of Onley Road, North eighty-nine degrees twenty-two minutes thirty-one seconds East (N 89° 22' 31" E) two hundred thirty-two decimal two, six (232.26) feet to a point on the said line of Onley Road and Corporate Limits Line. X 1,201,992.98 Y 188,852.62 (2) Thence leaving the said line and by and with the easterly line of the lands of OT 2005, LLC, North three degrees thirteen minutes one seconds East (N 03° 13' 01" E) three hundred forty-eight decimal zero, zero (348.00) feet to a point on the northerly line of the said OT 2005, LLC lands. X 1,202,012.51 Y 189,200.08 (3) Thence by and with the said line of OT 2005, LLC, North eighty-nine degrees forty-seven minutes forty-two seconds West (N 89° 47' 42" W) two hundred twenty-four decimal eight, five (224.85) feet to a point on the existing Corporate Limit Line near the westerly right of way line of South Division Street. X 1,201,787.66 Y 189,200.88 (4) Thence by and with the said line South four degrees twenty-three minutes twenty-five seconds West (S 4° 23' 25" W) three hundred fifty-one decimal eight, two (351.82) feet to the point of beginning.

Annexation containing 1.831 acres, more or less.

Exhibit 3



LINE #	DIRECTION	LENGTH
11	WEST	21.14

CURVE	LENGTH	RAIUS	CHORD	TANGENT	DELTA
12	112.14	1000.00	112.14	56.07	90.00

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NUMBER 21153, RENEWAL DATE JANUARY 25, 2024.

*Brook E. Parker* 08/17/2022  
BROOK E. PARKER DATE

- GENERAL NOTES:**
- THE PROPERTY SHOWN HEREON IS LABELED AS PARCELS 199, 200 AND 202.
  - ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
  - THE PRESENT SURVEY OF THIS PROPERTY IS BASED UPON THE 1884 RECORD BOOK 100, PAGES 100-101, 103-104, 106-107, 109-110, 112-113, 115-116, 118-119, 121-122, 124-125, 127-128, 130-131, 133-134, 136-137, 139-140, 142-143, 145-146, 148-149, 151-152, 154-155, 157-158, 160-161, 163-164, 166-167, 169-170, 172-173, 175-176, 178-179, 181-182, 184-185, 187-188, 190-191, 193-194, 196-197, 199-200, 202-203, 205-206, 208-209, 211-212, 214-215, 217-218, 220-221, 223-224, 226-227, 229-230, 232-233, 235-236, 238-239, 241-242, 244-245, 247-248, 250-251, 253-254, 256-257, 259-260, 262-263, 265-266, 268-269, 271-272, 274-275, 277-278, 280-281, 283-284, 286-287, 289-290, 292-293, 295-296, 298-299, 301-302, 304-305, 307-308, 310-311, 313-314, 316-317, 319-320, 322-323, 325-326, 328-329, 331-332, 334-335, 337-338, 340-341, 343-344, 346-347, 349-350, 352-353, 355-356, 358-359, 361-362, 364-365, 367-368, 370-371, 373-374, 376-377, 379-380, 382-383, 385-386, 388-389, 391-392, 394-395, 397-398, 400-401, 402-403, 405-406, 408-409, 411-412, 414-415, 417-418, 420-421, 423-424, 426-427, 429-430, 432-433, 435-436, 438-439, 441-442, 444-445, 447-448, 450-451, 453-454, 456-457, 459-460, 462-463, 465-466, 468-469, 471-472, 474-475, 477-478, 480-481, 483-484, 486-487, 489-490, 492-493, 495-496, 498-499, 501-502, 504-505, 507-508, 510-511, 513-514, 516-517, 519-520, 522-523, 525-526, 528-529, 531-532, 534-535, 537-538, 540-541, 543-544, 546-547, 549-550, 552-553, 555-556, 558-559, 561-562, 564-565, 567-568, 570-571, 573-574, 576-577, 579-580, 582-583, 585-586, 588-589, 591-592, 594-595, 597-598, 600-601, 602-603, 605-606, 608-609, 611-612, 614-615, 617-618, 620-621, 623-624, 626-627, 629-630, 632-633, 635-636, 638-639, 641-642, 644-645, 647-648, 650-651, 653-654, 656-657, 659-660, 662-663, 665-666, 668-669, 671-672, 674-675, 677-678, 680-681, 683-684, 686-687, 689-690, 692-693, 695-696, 698-699, 701-702, 704-705, 707-708, 710-711, 713-714, 716-717, 719-720, 722-723, 725-726, 728-729, 731-732, 734-735, 737-738, 740-741, 743-744, 746-747, 749-750, 752-753, 755-756, 758-759, 761-762, 764-765, 767-768, 770-771, 773-774, 776-777, 779-780, 782-783, 785-786, 788-789, 791-792, 794-795, 797-798, 800-801, 802-803, 805-806, 808-809, 811-812, 814-815, 817-818, 820-821, 823-824, 826-827, 829-830, 832-833, 835-836, 838-839, 841-842, 844-845, 847-848, 850-851, 853-854, 856-857, 859-860, 862-863, 865-866, 868-869, 871-872, 874-875, 877-878, 880-881, 883-884, 886-887, 889-890, 892-893, 895-896, 898-899, 901-902, 904-905, 907-908, 910-911, 913-914, 916-917, 919-920, 922-923, 925-926, 928-929, 931-932, 934-935, 937-938, 940-941, 943-944, 946-947, 949-950, 952-953, 955-956, 958-959, 961-962, 964-965, 967-968, 970-971, 973-974, 976-977, 979-980, 982-983, 985-986, 988-989, 991-992, 994-995, 997-998, 1000-1001.
  - NO TITLE REPORT WAS PROVIDED FOR THIS SURVEY. THEREFORE THIS ANNEXATION SURVEY IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS, AND/OR RIGHTS OF WAY THAT MAY BE REVEALED BY A THOROUGH TITLE SEARCH.
  - ALL DIMENSIONS SHOWN HEREON ON THIS PLAN ARE BASED ON MD STATE GRID AND BE DATUM.

**LEGEND**

- FEAR FOUND
- NC MARKER FOUND
- EXISTING WELL
- EXISTING NOTES
- EXISTING UTILITY POLE
- EXISTING UTILITY POLE BY CITY NAME
- COUNTY LINE
- BUILDING SETBACK LINE (BSL)

STREET B/W	PARCEL 199	PARCEL 200	PARCEL 202	TOTAL AREA TO BE ANNEXED
PARCEL 199	15493.91 SQ. FT. 0.35± ACRES	17,054.82 SQ. FT. 0.39± ACRES	36,509.07 SQ. FT. 0.84± ACRES	N/A
PARCEL 200	17,054.82 SQ. FT. 0.39± ACRES	36,509.07 SQ. FT. 0.84± ACRES	15,493.91 SQ. FT. 0.35± ACRES	79,167.82 SQ. FT. 1.82± ACRES



**REVISIONS**

DATE	BY	DESCRIPTION
07/14/2022	EDR	ISSUE
08/05/2022	EDR	REVISED
08/17/2022	EDR	FINAL

**ANNEXATION PLAT**  
FOR  
**PARCELS 199, 200 AND 202**

CAMDEN ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

SCALE: 1" = 30'

DATE: 05/10/2022

JOB NO: S2050

DRAWN BY: EDR

PARCEL: 199, 200, 202

TAX MAP: 0048





# Memorandum

**To:** Richard Baldwin, Director, City of Salisbury Department of Infrastructure & Development

**From:** Laura E. Hay, Esq.

**Date:** 1/24/2023

**Re:** *Fiscal Impact* – OT 2005, L.L.C Annexation of 1137, 1139 & 1141 S. Division St

---

## Petition Requesting the City’s Annexation of 1137, 1139 & 1141 S. Division St:

OT 2005, L.L.C., (“**OT 2005**”) filed a Petition for Annexation (the “**Petition**”), dated February 21, 2022, with the City of Salisbury (the “**City**”), requesting the City annex the following parcels of lands:

Map 0048, Grid 0002, Parcel 199, consisting of 16,000 square feet more or less, having a premises address of 1139 St. Division St., Salisbury, Maryland 21804 (“**Parcel 199**”), pursuant to a Deed, dated October 27, 2022, from OT 2000, L.L.C. to OT 2005, recorded among the Land Records of Wicomico County, Maryland in Liber 5183, folio 1, and further having a Tax Identification Number of 13-006113;

Map 0048, Grid 0002, Parcel 200, consisting of 18,000 square feet more or less, having a premises address of 1141 St. Division St., Salisbury, Maryland 21804 (“**Parcel 200**”), pursuant to a Deed, dated October 27, 2022, from OT 2000, L.L.C. to OT 2005, recorded among the Land Records of Wicomico County, Maryland in Liber 5183, folio 1, and further having a Tax Identification Number of 13-012199;

Map 0048, Grid 0003, Parcel 0202, consisting of 36,509 square feet more or less, having a premises address of 1137 St. Division St., Salisbury, Maryland 21804 (“**Parcel 202**”), pursuant to a Deed, dated May 9, 2014, from Robert L. White, individually and t/a Whitey’s Bar-B-Q to OT 2005, recorded among the Land Records of Wicomico County, Maryland in Liber 3710, folio 127, and further having a Tax Identification Number of 13-000093;

All that certain portion of the public road right-of-way known as “South Division Street”, consisting of 0.33 acres of land more or less and being that same public right-of-way more particularly depicted on that certain plat entitled “Annexation Boundary Exhibit” dated August 17, 2022 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 I*). The aforesaid public road right-of-way is hereinafter referred to as the “**South Division Street ROW**”;

Parcel 199, Parcel 200, Parcel 202 and the South Division Street ROW are hereinafter referred to collectively as the “**Property**.”

If approved by the City Council, the City’s annexation of the Property will add 1.83 +/- acres of land to the municipal boundaries of the City, all of which will be zoned as “College and University” and subject to the standards set forth in Section 17.36.010 *et seq.* of the City of Salisbury City Code (the “**City Code**”). The City’s annexation of the Property is estimated to have an immediate, annual net-positive fiscal impact on the City in the amount of \$6,534.75. This Memorandum is intended to summarize estimated costs the City will incur, and estimated revenues the City will generate, if the 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 FY2022 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. With respect to the City’s annexation of the Property, cost projections are limited solely to households added by this annexation, as development of the Property will not produce new long-term employment positions in any sector.

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 Property.

In light of such considerations, the annual costs to the City for the Annexed Property is estimated to be approximately \$13,920.00+/-.

**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 FY2022 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 OT 2005 has proposed for development upon the Property is unknown, this Memorandum estimates the assessed value of the Property, once developed as OT 2005 has proposed, by computing the average assessed value of comparable properties located within the municipal boundaries of the City. The sources for the assessed values is Maryland’s State Department of Assessment and Taxation.

Under OT 2005’s proposed development plan, the Property would be developed as (2) apartment buildings to be used for housing, with 18 units total. Once fully developed, the aggregate assessed value of the Annexed Property is estimated to be approximately \$2,080,425.60. Using the real property tax rate adopted by the City for its FY2022 Budget, the City’s total expected annual revenue from municipal real property taxes levied on the Property (after its full development) is estimated to be \$20,454.75+/- . Because the Property is not planned for any commercial and/or industrial use, no personal property tax receipts will accrue from the City’s annexation of the subject property.

Lastly, the City imposes certain user fees, capacity fees and impact fees, which the City charges to applicants for permits and/or users of certain public services provided by the City. Because it is unknown when OT 2005 will request connection of the Property to the City’s public water and sewer utilities, the capacity fees the City will (eventually) charge OT 2005 to connect the Property to public water and sewer utilities, as well as the service charges that will arise from the usage of water and sewer utilities at the Property once connected to the City’s systems, is not included as part of the analysis contained in this Memorandum. Nonetheless, because such capacity fees and water/sewer service charges are not included in this analysis (nor are permit fees for any new development of the property), this Memorandum very likely undercounts the total revenue the City will ultimately realize from its annexation of the Property.

It is also important to note: upon annexation of the Property (regardless of development), the City can begin receiving some revenue from the municipal real property taxes levied upon the Property. These property tax revenues – which would typically occur prior to the development of the Property (and, hence, before the City

*January 24, 2023*

incurs costs to provide certain public services for the 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 OT 2005's proposed development of the Property, the S. Division Street Annexation will result in a positive fiscal impact to the City of approximately \$6,534.75+/- per year in constant 2022 dollars.





July 25, 2022

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

**RE: #202200625      Annexation Zoning – 1137, 1139 & 1141 South Division Street Annexation –Map  
0048, Grids 0002 and 0003, Parcels 0199, 0200 and 0202**

Dear Mr. Parker:

The Salisbury Planning Commission at its July 21, 2022, meeting, forwarded a **FAVORABLE** recommendation to the Mayor and City Council for the referenced property to be zoned **College and University** upon annexation, with one condition:

1. The three (3) lots shall be consolidated into one (1) lot.

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 21, 2022

### I. BACKGROUND INFORMATION:

Project Name: 1137 – 1141 South Division Street  
Applicant/Owner: Parker & Associates for OT 2000, LLC.  
Infrastructure and Development Case No.: 202200625  
Nature of Request: Zoning Recommendation for Annexation  
Location of Properties: 1137, 1139 & 1141 South Division Street ; Map #0048; Grids #0002, 0003; Parcels #0199, 0200 & 0202  
Requested Zoning District: College & University

### II. SUMMARY OF REQUEST:

#### A. Introduction:

The City Administration has referred the 1137 - 1141 South Division Street annexation to the Planning Commission for review and recommendation of an appropriate zoning designation. **(Attachment 1)** The properties are located on the east side of South Division Street and north of Onley Road. The combined area of the parcels totals 69,057.8 sq. ft. (1.58 acres). **(Attachments 2 & 3)**

#### B. Area Description:

The requested annexation area consists of three (3) lots totaling 69,057.8 sq. ft. (1.58 acres) in size. All three (3) lots have frontage on South Division Street, while Parcel 3 also has frontage along Onley Road. **(Attachments 2 & 3)**

### III. ZONING ANALYSIS:

#### A. Existing Zoning:

The annexation area is currently zoned LB-1 Light Business & Institutional. The property to the north is in the City's General Commercial zoning district. To the east, the properties are located in the City's R-8 Residential zoning district, while properties to the south are in the City's R-5A zoning district. The properties west of the site are a mixture of Industrial, General Commercial, and College & University zoning districts. **(Attachment 4)**



**B. City Plan.**

The City Comprehensive Plan and Future Land Use map designates this property and other nearby properties as Salisbury University (College & University zoning district). **(Attachment 5)**

**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 Salisbury University (College & University zoning district). **(Attachment 5)**
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted the County Plan on March 21, 2017. This area is designated "General Commercial." **(Attachment 6)**

**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 of the parcels will consist two (2) apartment buildings. Eighteen (18) total units are proposed. The units are projected to be used for student housing. **(Attachment 7)**



**B. Access:**

The site will have access points from both South Division Street and Onley Road.

**C. Configuration and Design:**

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

**D. Estimated Development Impacts:**

This site is a relatively small project, as only eighteen (18) apartment units are proposed. Impacts on the surrounding neighborhood, as well as the City's infrastructure will be minimal.

**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 this area and nearby areas as "Salisbury University", and the proposed use and requested zoning classification meet this designation by utilizing the College and University zoning classification. The proposed use of the site for an apartment complex is an appropriate use within the requested zoning classification, as apartments are an inherently permitted use within this district.

Staff recommends that the Planning Commission forward a **Favorable** recommendation to the Mayor and City Council for this property to be zoned **College and University** upon annexation, with the following condition:

1. The lots shall be consolidated into one (1) lot.



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

To: Andy Kitzrow, Acting City Administrator  
From: Richard D. Baldwin, Director of Infrastructure and Development *RD*  
Date: 2/28/2023  
Re: Zoning Code Text Amendment to Chapter 17.136

---

MCAP Salisbury LLC the owner of Harbor Pointe Phase III has submitted a request to amend Sections 17.136.010.B entitled "Purpose", 17.136.030 entitled "Permitted uses", and 17.136.050 entitled "Development standards", of the Salisbury City Code.

The text amendments to Chapter 17.136 – Planned Residential District No. 3B-Harbor Pointe Phases III and IV, Sections 17.136.010.B, 17.136.030, and 17.136.050 were reviewed by the City Attorney and received a favorable recommendation from the Planning Commission following a public hearing on February 16, 2023.

The amendments enable a mix of cottages, elderly and handicapped apartments, and a care home. This is an appropriate development pattern to meet the current housing shortage and needs of residents.

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 February 16, 2023**

Public Hearing - Text Amendment - To amend Title 17,  
Zoning, Chapter 17.136 entitled "Planned Residential District No. 3B – Harbor Pointe Phases III  
and IV"

**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 text amendments to the Code. 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 to code text amendments.

Public notice was provided in accordance with the requirements of 17.04.150.  
(Attachment 1)

**II. REQUEST:**

MCAP Salisbury LLC the owner of Harbor Pointe Phase III has submitted a request to amend Sections 17.136.010.B entitled "Purpose", 17.136.030 entitled "Permitted uses", and 17.136.050 entitled "Development standards", of the Salisbury City Code.

A draft of Chapter 17.136 is shown in Attachment 2 with the proposed amendments bolded and underlined. Language to be deleted is shown with a strikethrough.

**III. PLANNING AND ZONING:**

The amendments will provide consistency and clarity with the existing and proposed development of Harbor Pointe Phase III. The mix of cottages, elderly and handicapped apartments, and a care home is an appropriate development pattern to meet the current housing shortage and needs of residents.



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

The draft amendment has been reviewed by the City Solicitor for legal sufficiency.

**IV. 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 amendments as shown in Attachment 2 and on the findings in the staff report.



**SALISBURY PLANNING AND ZONING COMMISSION  
NOTICE OF PUBLIC HEARING  
TEXT AMENDMENT**

In accordance with the provisions of Section 17.228, Amendments and Rezoning, of the Salisbury Municipal Code, the City of Salisbury proposes amendments to the text of Title 17, Zoning, Chapter 17.136., entitled “Planned Residential District No. 3B – Harbor Pointe, Phases III and IV” to include new uses and revised development standards for Phase III.

**A PUBLIC HEARING WILL BE HELD ON**

Thursday, February 16, 2023, 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:       February 2, 2023  
                                      February 9, 2023

## Chapter 17.136 PLANNED RESIDENTIAL DISTRICT NO. 3B—HARBOR POINTE, PHASES III AND IV

### 17.136.010 Purpose.

- A. The purpose of planned residential district No. 3B\* is to provide for the development of certain lands between Pemberton Drive and the Harbor Pointe, Phase II, planned residential district No. 3A, with a multifamily development and a neighborhood business area in a planned and attractive natural environment with connection and continuation of the large area of open space in Phases I and II of Harbor Pointe planned residential district No. 3 and planned residential district No. 3A.
- B. Phase III provides for development of those lands between the community recreation area and cluster lots in Phase II and the neighborhood business area in Phase IV ~~with a multifamily development in a mixture of one-, two- and three-story units, to be sold as condominiums~~ **with a care home, apartment building for elderly and handicapped, and single-family, two-family, three-family, or four-family buildings.**
- C. Phase IV provides for development of those lands along Pemberton Drive on the west side of Harbor Pointe Drive and north side of Phase III with a low-scale small neighborhood business area designed to primarily serve the residents of Harbor Pointe Drive.

(Prior code § 150-165.54)

\* Editor's Note: The planned residential district No. 3B—Harbor Pointe, Phases III and IV, Map is included at the end of this chapter.

### 17.136.020 Area of reclassification.

The area to be rezoned as planned residential district No. 3B—Harbor Pointe. Phases III and IV, consists of twelve and forty-nine-hundredths (12.49) acres of land being part of land known as the "Bell Farm," situated in the city of Salisbury, Wicomico County, Maryland, on the northerly side of and binding upon the Harbor Pointe Phase II, planned residential district No. 3A and southerly side of Pemberton Drive; adjoining Harbor Pointe Drive and the community recreation area in Phase II, on the east and the lands of Wicomico County Historical Park on the west; the same being as shown on the preliminary subdivision plat of the Phases III and IV area prepared by Davis, Bowen & Friedel, Inc., dated May 1988, with the land surveyor of record, Philip Parker & Associates, noted thereon. The site is shown on Assessment Map No. 37 as Part of Parcels 304 and 296.

(Prior code § 150-165.55)

### 17.136.030 Permitted uses.

- A. Permitted uses shall be as follows for Phase III:
  - 1. ~~Multifamily dwelling units as shown on the approved and recorded final development plan.~~ **Single-family, two-family, three-family, or four-family buildings;**
  - 2. **Care home; and**
  - 3. **Apartment building for elderly and handicapped.**
- B. Permitted uses shall be as follows for Phase IV:
  - 1. Uses listed in the neighborhood business district, section 17.32.020.

- 
2. Day care center or nursery school in accordance with chapter 17.220.

(Ord. 1779, 2001; Prior code § 150-165.56)

### **17.136.040 Accessory uses and structures.**

A. Accessory uses and structures shall be as follows for Phase III:

1. Maintenance building;
2. Gazebo;
3. Uses clearly incidental to, customary to and associated with the permitted use.

B. Accessory uses and structures shall be as follows for Phase IV:

1. Kiosk;
2. Uses clearly incidental to, customary to and associated with the permitted use.

(Prior code § 150-165.57)

### **17.136.050 Development standards.**

Development standards for the planned residential district No. 3B shall be as follows:

A. Minimum Lot or Building Area Requirements.

1. Phase III: ten and twenty-four hundredths (10.24) acres as shown on the approved and recorded final development plan;
2. Phase IV: two and two hundred forty-seven thousandths (2.247) acres as shown on the approved and recorded final development plan.

B. Minimum Perimeter Setback Requirements.

1. Minimum perimeter setback requirements for all structures shall be as follows:

a. Phase III.

- i. Perimeter: forty (40) feet from west property line;
- ii. Harbor Pointe Drive: fifty (50) feet from property line;
- iii. Phase III recreation area: ten (10) feet from property line;
- vi. Phase II cluster lots: thirty (30) feet from property line;
- vii. Phase IV: thirty (30) feet from property line.

b. Phase IV.

- i. Perimeter: one hundred (100) feet from west property line;
- ii. Pemberton Drive: fifty (50) feet from property line;
- iii. Harbor Pointe Drive: fifty (50) feet from property line;
- iv. Phase III: ten feet from property line.

**2. Phase III lot setbacks shall be as shown on the recorded subdivision plat approved by the Planning Commission. Modifications to these setbacks shall require Planning Commission approval prior to recordation of a resubdivision plat.**

- 
- ~~23.~~ All other setbacks shall be as shown on the final development plan.
- C. Density requirements shall be as follows:
1. Phase III: ~~nine and thirty-eight hundredths (9.38) units per acre;~~
    - a. One Hundred (100) unit care home;**
    - b. One Hundred (100) unit apartment building for elderly and handicapped; and**
    - c. Twenty-four (24) units: one-family, two-family, three-family, or four-family cottages.**
  2. Phase IV: ten thousand (10,000) square feet of building area for a neighborhood shopping center.
- D. Height requirements shall be as follows:
1. Phase III: ~~forty (40)~~ **forty-eight (48)** feet;
  2. Phase IV: thirty (30) feet.
- E. Parking requirements shall be as follows:
1. **Phase III:**
    - a. One-family, two-family, three-family, or four-family cottages: a minimum of one (1) space per unit (permitted to be either on or off street);**
    - b. Lot 25 (Care Home): a minimum of one (1) space per five (5) beds, plus one (1) space per employee on the largest working shift;**
    - c. Lot 26 (Apartments for the elderly and handicapped): a minimum of one (1) spaces for every two (2) units, plus one (1) space per employee on the largest working shift;**
  2. Phase IV: one space per two hundred (200) square feet of floor area.
- F. Landscaping. Landscaping shall be in accordance with the final landscaping plan as approved by the planning commission.
- G. Sign requirements shall be as follows:
1. Phase III: Signs shall be in accordance with section 17.216.070;
  2. Phase IV: Signs, both ground and wall signage, shall be in accordance with a sign plan approved by the Salisbury planning commission.

(Ord. 1989, 2006; prior code § 150-165.58)

### **17.136.060 Street standards.**

- A. Accessways and street entrances shall be provided as shown on the final development plan as recorded.
- B. Entrances from Harbor Pointe Drive and Pemberton Drive shall be provided and constructed in accordance with the requirements of the city department of infrastructure and development.
- C. A turning lane from Pemberton Drive to Phase IV shall be provided and constructed on the public right-of-way dedicated for the future widening of Pemberton Drive as required by the city director of infrastructure and development.

(Prior code § 150-165.59)

( Ord. No. 2459, 10-9-2017 )

---

**17.136.070 Amendments.**

Amendments to planned residential development district No. 3B shall be in accordance with the procedures established in Chapters 17.12, 17.204 and 17.228.

(Prior code § 150-165.60)

**17.136.080 Final development plan.**

A final development plan shall be prepared, submitted to and approved by the planning commission in accordance with chapter 17.204, section 17.204.070.

(Prior code § 150-165.61)

**17.136.090 Control of development during construction and after completion.**

Once the preliminary development plan and all related development controls are adopted by the city council, development of the area shall be controlled by the final development plan as approved by the planning commission and recorded in the land records of Wicomico County and any amendments thereto. Where specific regulations are not addressed in this district, all other regulations of Title 17 of the city Code shall govern.

(Prior code § 150-165.62)

DRAFT



Planned Residential District No. 3B—Harbor Pointe, Phases III and IV  
City of Salisbury, Maryland

**AN ORDINANCE OF THE CITY OF SALISBURY AMENDING SECTIONS 17.136.010, 17.136.030 AND 17.136.050 OF THE SALISBURY CITY CODE TO PERMIT ADDITIONAL RESIDENTIAL USES AND REVISE DEVELOPMENT STANDARDS FOR HARBOR POINTE PHASE III**

**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**, the Planned Residential District No. 3B – Harbor Pointe, Phases III and IV zoning district permitted multifamily dwelling units. The inclusion of a care home and apartment building for the elderly and handicapped will provide needed housing options;

**WHEREAS**, the Mayor and Council find that the health, safety and general welfare of the citizens of the City will be furthered by amending sections 17.136.010, 17.136.030 and 17.136.050 of the Salisbury City Code to permit care homes and apartment buildings for the elderly and handicapped in Planned Residential District No. 3B – Harbor Pointe, Phases III and IV;

**WHEREAS**, pursuant to § 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code requires the recommendation of the Salisbury Planning and Zoning Commission (the “**Planning Commission**”) prior to the passage of an ordinance amending Chapter 17. 136;

**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 February 16, 2023;

**WHEREAS**, at the conclusion of its February 16, 2023 meeting, the Planning Commission recommended, by a vote of 4-0, that the amendments to Sections 17.136.010, 17.136.030 and 17.136.050 of the Salisbury City Code set forth herein be approved by the Mayor and Council; and

**WHEREAS**, the Mayor and Council have determined that the amendments to Sections 17.136.010, 17.136.030 and 17.136.050 of the Salisbury City Code set forth shall be adopted as set forth herein.

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

**Section 1.** By amending Section 17.136.010 of the Salisbury City Code, entitled “Purpose” as follows:  
17.136.010 Purpose.

- A. The purpose of planned residential district No. 3B\* is to provide for the development of certain lands between Pemberton Drive and the Harbor Pointe, Phase II, planned residential district No. 3A, with a multifamily development and a neighborhood business area in a planned and attractive natural environment with connection and continuation of the large area of open space in Phases I and II of Harbor Pointe planned residential district No. 3 and planned residential district No. 3A.
- B. Phase III provides for development of those lands between the community recreation area and cluster lots in Phase II and the neighborhood business area in Phase IV ~~with a multifamily development in a~~

48 ~~mixture of one, two and three story units, to be sold as condominiums~~ **with a care home, apartment**  
49 **building for elderly and handicapped, and single-family, two-family, three-family, or four-family**  
50 **buildings.**

- 51 C. Phase IV provides for development of those lands along Pemberton Drive on the west side of Harbor  
52 Pointe Drive and north side of Phase III with a low-scale small neighborhood business area designed to  
53 primarily serve the residents of Harbor Pointe Drive.

54 **Section 2.** By amending Section 17.136.030 of the Salisbury City Code, entitled “Permitted uses.” as  
55 follows:

56 17.136.030 Permitted uses.

- 57 A. Permitted uses shall be as follows for Phase III:

58 1. ~~Multifamily dwelling units as shown on the approved and recorded final development plan.~~ **Single-**  
59 **family, two-family, three-family, or four-family buildings;**

60 **2. Care home; and**

61 **3. Apartment building for elderly and handicapped.**

- 62 B. Permitted uses shall be as follows for Phase IV:

- 63 1. Uses listed in the neighborhood business district, section 17.32.020.  
64 2. Day care center or nursery school in accordance with chapter 17.220.

65 **Section 3.** By amending Section 17.136.050 of the Salisbury City Code, entitled “Development  
66 standards.” as follows:

67 17.136.050 Development standards.

68 Development standards for the planned residential district No. 3B shall be as follows:

- 69 A. Minimum Lot or Building Area Requirements.

- 70 1. Phase III: ten and twenty-four hundredths (10.24) acres as shown on the approved and recorded  
71 final development plan;  
72 2. Phase IV: two and two hundred forty-seven thousandths (2.247) acres as shown on the approved  
73 and recorded final development plan.

- 74 B. Minimum Perimeter Setback Requirements.

- 75 1. Minimum perimeter setback requirements for all structures shall be as follows:

- 76 a. Phase III.

- 77 i. Perimeter: forty (40) feet from west property line;  
78 ii. Harbor Pointe Drive: fifty (50) feet from property line;  
79 iii. Phase III recreation area: ten (10) feet from property line;  
80 vi. Phase II cluster lots: thirty (30) feet from property line;  
81 vii. Phase IV: thirty (30) feet from property line.

- 82 b. Phase IV.

- 83 i. Perimeter: one hundred (100) feet from west property line;  
84 ii. Pemberton Drive: fifty (50) feet from property line;  
85 iii. Harbor Pointe Drive: fifty (50) feet from property line;  
86 iv. Phase III: ten feet from property line.



87 **2. Phase III lot setbacks shall be as shown on the recorded subdivision plat approved by the**  
88 **Planning Commission. Modifications to these setbacks shall require Planning Commission**  
89 **approval prior to recordation of a resubdivision plat.**

90 **23.** All other setbacks shall be as shown on the final development plan.

91 C. Density requirements shall be as follows:

92 1. Phase III: ~~nine and thirty-eight hundredths (9.38) units per acre;~~

93 **a. One Hundred (100) unit care home;**

94 **b. One Hundred (100) unit apartment building for elderly and handicapped; and**

95 **c. Twenty-four (24) units: one-family, two-family, three-family, or four-family cottages.**

96 2. Phase IV: ten thousand (10,000) square feet of building area for a neighborhood shopping center.

97 D. Height requirements shall be as follows:

98 1. Phase III: ~~forty (40)~~ **forty-eight (48)** feet;

99 2. Phase IV: thirty (30) feet.

100 E. Parking requirements shall be as follows:

101 1. **Phase III:**

102 **a. One-family, two-family, three-family, or four-family cottages: a minimum of one (1) space**  
103 **per unit (permitted to be either on or off street);**

104 **b. Lot 25 (Care Home): a minimum of one (1) space per five (5) beds, plus one (1) space per**  
105 **employee on the largest working shift;**

106 **c. Lot 26 (Apartments for the elderly and handicapped): a minimum of one (1) spaces for**  
107 **every two (2) units, plus one (1) space per employee on the largest working shift;**

108 2. Phase IV: one space per two hundred (200) square feet of floor area.

109 F. Landscaping. Landscaping shall be in accordance with the final landscaping plan as approved by the  
110 planning commission.

111 G. Sign requirements shall be as follows:

112 1. Phase III: Signs shall be in accordance with section 17.216.070;

113 2. Phase IV: Signs, both ground and wall signage, shall be in accordance with a sign plan approved by  
114 the Salisbury planning commission.

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

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

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

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

126 **Section 7.** This Ordinance shall take effect from and after the date of its final passage.  
127

128       **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury  
129 held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance of the Ordinance having  
130 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the  
131 \_\_\_\_\_ day of \_\_\_\_\_, 2023

132 **ATTEST:**

133  
134  
135  
136  
137  
138  
139  
140  
141

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

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
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

**ORDINANCE NO. 2785**

**AN ORDINANCE OF THE CITY OF SALISBURY AMENDING SECTIONS 17.136.010, 17.136.030 AND 17.136.050 OF THE SALISBURY CITY CODE TO PERMIT ADDITIONAL RESIDENTIAL USES AND REVISE DEVELOPMENT STANDARDS FOR HARBOR POINTE PHASE III**

**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**, the Planned Residential District No. 3B – Harbor Pointe, Phases III and IV zoning district permitted multifamily dwelling units. The inclusion of a care home and apartment building for the elderly and handicapped will provide needed housing options;

**WHEREAS**, the Mayor and Council find that the health, safety and general welfare of the citizens of the City will be furthered by amending sections 17.136.010, 17.136.030 and 17.136.050 of the Salisbury City Code to permit care homes and apartment buildings for the elderly and handicapped in Planned Residential District No. 3B – Harbor Pointe, Phases III and IV;

**WHEREAS**, pursuant to § 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code requires the recommendation of the Salisbury Planning and Zoning Commission (the “**Planning Commission**”) prior to the passage of an ordinance amending Chapter 17. 136;

**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 February 16, 2023;

**WHEREAS**, at the conclusion of its February 16, 2023 meeting, the Planning Commission recommended, by a vote of 4-0, that the amendments to Sections 17.136.010, 17.136.030 and 17.136.050 of the Salisbury City Code set forth herein be approved by the Mayor and Council; and

**WHEREAS**, the Mayor and Council have determined that the amendments to Sections 17.136.010, 17.136.030 and 17.136.050 of the Salisbury City Code set forth shall be adopted as set forth herein.

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

**Section 1.** By amending Section 17.136.010 of the Salisbury City Code, entitled “Purpose” as follows:

17.136.010 Purpose.

- A. The purpose of planned residential district No. 3B\* is to provide for the development of certain lands between Pemberton Drive and the Harbor Pointe, Phase II, planned residential district No. 3A, with a multifamily development and a neighborhood business area in a planned and attractive natural environment with connection and continuation of the large area of open space in Phases I and II of Harbor Pointe planned residential district No. 3 and planned residential district No. 3A.
- B. Phase III provides for development of those lands between the community recreation area and cluster lots in Phase II and the neighborhood business area in Phase IV ~~with a multifamily development in a~~

48 ~~mixture of one, two and three story units, to be sold as condominiums~~ **with a care home, apartment**  
49 **building for elderly and handicapped, and single-family, two-family, three-family, or four-family**  
50 **buildings.**

- 51 C. Phase IV provides for development of those lands along Pemberton Drive on the west side of Harbor  
52 Pointe Drive and north side of Phase III with a low-scale small neighborhood business area designed to  
53 primarily serve the residents of Harbor Pointe Drive.

54 **Section 2.** By amending Section 17.136.030 of the Salisbury City Code, entitled “Permitted uses.” as  
55 follows:

56 17.136.030 Permitted uses.

- 57 A. Permitted uses shall be as follows for Phase III:

58 1. ~~Multifamily dwelling units as shown on the approved and recorded final development plan.~~ **Single-**  
59 **family, two-family, three-family, or four-family buildings;**

60 **2. Care home; and**

61 **3. Apartment building for elderly and handicapped.**

- 62 B. Permitted uses shall be as follows for Phase IV:

- 63 1. Uses listed in the neighborhood business district, section 17.32.020.  
64 2. Day care center or nursery school in accordance with chapter 17.220.

65 **Section 3.** By amending Section 17.136.050 of the Salisbury City Code, entitled “Development  
66 standards.” as follows:

67 17.136.050 Development standards.

68 Development standards for the planned residential district No. 3B shall be as follows:

- 69 A. Minimum Lot or Building Area Requirements.

- 70 1. Phase III: ten and twenty-four hundredths (10.24) acres as shown on the approved and recorded  
71 final development plan;  
72 2. Phase IV: two and two hundred forty-seven thousandths (2.247) acres as shown on the approved  
73 and recorded final development plan.

- 74 B. Minimum Perimeter Setback Requirements.

- 75 1. Minimum perimeter setback requirements for all structures shall be as follows:

- 76 a. Phase III.

- 77 i. Perimeter: forty (40) feet from west property line;  
78 ii. Harbor Pointe Drive: fifty (50) feet from property line;  
79 iii. Phase III recreation area: ten (10) feet from property line;  
80 vi. Phase II cluster lots: thirty (30) feet from property line;  
81 vii. Phase IV: thirty (30) feet from property line.

- 82 b. Phase IV.

- 83 i. Perimeter: one hundred (100) feet from west property line;  
84 ii. Pemberton Drive: fifty (50) feet from property line;  
85 iii. Harbor Pointe Drive: fifty (50) feet from property line;  
86 iv. Phase III: ten feet from property line.

87 **2. Phase III lot setbacks shall be as shown on the recorded subdivision plat approved by the**  
88 **Planning Commission. Modifications to these setbacks shall require Planning Commission**  
89 **approval prior to recordation of a resubdivision plat.**

90 **23.** All other setbacks shall be as shown on the final development plan.

91 C. Density requirements shall be as follows:

92 1. Phase III: ~~nine and thirty-eight hundredths (9.38) units per acre;~~

93 **a. One Hundred (100) unit care home;**

94 **b. One Hundred (100) unit apartment building for elderly and handicapped; and**

95 **c. Twenty-four (24) units: one-family, two-family, three-family, or four-family cottages.**

96 2. Phase IV: ten thousand (10,000) square feet of building area for a neighborhood shopping center.

97 D. Height requirements shall be as follows:

98 1. Phase III: ~~forty (40)~~ **forty-eight (48)** feet;

99 2. Phase IV: thirty (30) feet.

100 E. Parking requirements shall be as follows:

101 1. **Phase III:**

102 **a. One-family, two-family, three-family, or four-family cottages: a minimum of one (1) space**  
103 **per unit (permitted to be either on or off street);**

104 **b. Lot 25 (Care Home): a minimum of one (1) space per five (5) beds, plus one (1) space per**  
105 **employee on the largest working shift;**

106 **c. Lot 26 (Apartments for the elderly and handicapped): a minimum of one (1) space for**  
107 **every two (2) units, plus one (1) space per employee on the largest working shift;**

108 2. Phase IV: one space per two hundred (200) square feet of floor area.

109 F. Landscaping. Landscaping shall be in accordance with the final landscaping plan as approved by the  
110 planning commission.

111 G. Sign requirements shall be as follows:

112 1. Phase III: Signs shall be in accordance with section 17.216.070;

113 2. Phase IV: Signs, both ground and wall signage, shall be in accordance with a sign plan approved by  
114 the Salisbury planning commission.

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

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

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

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

126 **Section 7.** This Ordinance shall take effect from and after the date of its final passage.  
127

128           **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury  
129 held on the 13th day of March, 2023 and thereafter, a statement of the substance of the Ordinance having  
130 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the  
131 10th day of April, 2023

132 **ATTEST:**

133

134

135

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

\_\_\_\_\_ **Muir W. Boda, City Council President**

137

138 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

139

140 \_\_\_\_\_

141 **John R. Heath, Acting Mayor**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
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

**ORDINANCE NO. 2787**

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2023 GENERAL FUND BUDGET TO APPROPRIATE FUNDS TO PURCHASE AND CUSTOMIZE POLICE DEPARTMENT VEHICLES WITH PROPER POLICE EQUIPMENT.**

**WHEREAS**, the City of Salisbury (the “City”) maintains an account in its General Fund in which it deposits monies awarded to the Salisbury Police Department (“SPD”) through the Wicomico County Narcotics Task Force (“**Equitable Sharing Funds**”); and

**WHEREAS**, the SPD desires to utilize the Equitable Sharing Funds to purchase and customize, or “upfit”, four (4) SPD vehicles with proper police equipment; and

**WHEREAS**, the enhanced SPD vehicles will be used in Criminal Investigations, Patrol Operations, and SPD recruitment and retention efforts; and

**WHEREAS**, the enhancement of SPD vehicles also improves response time, communications by and between officers, and the overall efficiency of the SPD; and

**WHEREAS**, the SPD requests the transfer of Two Hundred Fourteen Thousand, One Hundred Eighty-Nine Dollars and Thirty-Five Cents (\$214,189.35) from the Equitable Sharing Funds account into its Vehicle Purchase Account; and

**WHEREAS**, the SPD will apply any remaining funds towards future vehicle purchases and/or vehicle maintenance.

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

**Section 1.** The City of Salisbury’s Equitable Sharing Fund Budget be and is hereby amended as follows:

- (a) Increase the Current Surplus Account (01000-469810) by \$214,189.35 and
- (b) Increase the Vehicle Purchase Account (21021-577025) by \$214,189.35.

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

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

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

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

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

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 27<sup>th</sup> day of March, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 10<sup>th</sup> day of April, 2023.

50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65

**ATTEST:**

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

\_\_\_\_\_  
**Muir W. Boda, City Council President**


Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**





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

To: Andy Kitzrow, City Administrator  
From: Richard D. Baldwin, Director of Infrastructure and Development   
Date: March 27, 2023  
Re: Fee Schedule Changes

---

The attached ordinance to change the fee schedule includes the following:

1. Inclusion of fees for the newly created Board of Appeals from Housing and Community Development
2. Provide clarifying language to the Development Review Fees
3. Split the water meter fees to accommodate for supply chain price increases and add installation cost for meter sizes not currently listed.

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

Attachments:  
1 – Draft ordinance



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

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

**Section 5.** This Ordinance shall become effective upon final passage.

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 10<sup>th</sup> day of April, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

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

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**

## EXHIBIT 1

<b>Board of Appeals Fees</b>		
Title - 8 Health and Safety Code Appeal	200	Per appeal, plus advertising costs if required.
Title - 12 Streets, Sidewalks and Public Places Code Appeal	200	Per appeal, plus advertising costs if required.
Title - 15.22 Vacant Buildings Code Appeal	250	Per appeal, plus advertising costs if required.
Title - 15.26 Rental Registration	250	Per appeal, plus advertising costs if required.
Title - 15.27 Chronic Nuisance Property	250	Per appeal, plus advertising costs if required.
Title - 15.24.280 Condemnation	250	Per appeal, plus advertising costs if required.
Title - 15.24.325 Plan for Rehabilitation	250	Per appeal, plus advertising costs if required.
Title - 15.24.350 Failure to Comply with Demolition Order	250	Per appeal, plus advertising costs if required.
Title - 15.24.950 Occupancy	250	Per appeal, plus advertising costs if required.
Title - 15.24.1640 Order to Reduce Occupancy	250	Per appeal, plus advertising costs if required.
Title – 17 All requests for variances, special exceptions and other zoning appeals	150	Per appeal/application, plus advertising costs if required.
All other appeals/applications to the Board of Appeals	150	Per appeal/application, plus advertising costs if required.
<b>Development Plan Review Fee (1536)</b>		
Development plans may consist of but not limited to the following: Stormwater Management, Grading, Landscaping, Lighting, Site Layout, Traffic Control, and Utilities.		
Fee for review of development plans	1,000	Plus \$50 per disturbed acre. Subsequent submittals, which generate additional comments, may be charged an additional \$500.
Fee for review of development plans exempt from stormwater management under 13.28.040.B.3 of the code	400	
<b>Water Meter and Setting Fee (Per Code 13.02.070)</b>		
Water meter setting fee for installation of water meter when tap is done by a contractor. Water meter fee is the cost of the meter.		
<b>Meter Setting Fees - In City:</b>		
3/4 Water Meter	125	Per Connection
1" Water Meter	125	Per Connection
1 ½" Water Meter	150	Per Connection
2" Water Meter	150	Per Connection
Larger than 2"	1,000	Per Connection
<b>Meter Setting Fees - Out of City:</b>		
3/4 Water Meter	175	Per Connection
1" Water Meter	175	Per Connection
1 ½" Water Meter	200	Per Connection
2" Water Meter	200	Per Connection
Larger than 2"	1,250	Per Connection
<b>Meter Fees</b>		
3/4 Water Meter	400	
1" Water Meter	500	
1 ½" Water Meter		* Determined by current market price of the meter
2" Water Meter	1,200	
Larger than 2"		* Determined by current market price of the meter



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

**To: City Council**  
**From: Laura Soper**  
**Subject: Technical Assistance Grant acceptance**  
**Date: 3/10/23**

---

Attached is an Ordinance to accept funding from the Maryland Department of Housing and Community Development, Technical Assistance Grant (TAG) program. The purpose of the TAG is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities.

This funding, in the amount of \$20,000, will be utilized to provide funding for the 2023 Maryland Folk Festival and to fund stipends for the various coordinators associated with the Festival and their work expenses.

Included is the proposed Grant Agreement, which includes the proposed budget and uses.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
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

**ORDINANCE NO. 2792**

**AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD) FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$20,000, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH THE 2023 MARYLAND FOLK FESTIVAL.**

**WHEREAS**, the City of Salisbury in April 2022 submitted an Operating Assistance Grant application to the Department of Housing and Community Development (DHCD), a principal department of the State of Maryland, for financial assistance in carrying out community development activities, specifically to include assistance with the Maryland Folk Festival to be held in the City of Salisbury; and

**WHEREAS**, DHCD has awarded Operating Assistance Grant funds to the City of Salisbury in the amount of \$20,000; and

**WHEREAS**, in order to accept such funds, the City must enter into an Operating Assistance Grant Program Grant Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit 1**; 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.** Acting Mayor Jack Heath, on behalf of the City of Salisbury, is hereby authorized to enter into the Grant Agreement with the Department of Housing and Community Development attached hereto and incorporated herein as **Exhibit 1**, for the City’s acceptance of grant funds in the amount of \$20,000, to be allocated for assistance for assistance with the Maryland Folk Festival.

**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 DHCD Revenue Account No. 10500–423601–XXXXX by \$20,000.
- (b) Increase Operating Expense Account No. 10500–546006–XXXXX by \$20,000.

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

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

**Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional

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

51 **Section 5.** The recitals set forth hereinabove and **Exhibit 1** attached hereto, are incorporated into this  
52 section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

53 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
54

55 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
56 Salisbury held on the 10<sup>th</sup> day of April, 2023 and thereafter, a statement of the substance of the Ordinance  
57 having been published as required by law, in the meantime, was finally passed by the Council of the City of  
58 Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

59  
60 **ATTEST:**

61  
62  
63 \_\_\_\_\_  
64 **Kimberly R. Nichols, City Clerk**

\_\_\_\_\_ **Muir W. Boda, City Council President**

65  
66  
67  
68 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

69  
70  
71 \_\_\_\_\_  
72 **John R. Heath, Acting Mayor**  
73

## OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this "**Agreement**"), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("**DHCD**"), and CITY OF SALISBURY (the "**Grantee**"), is entered into as of the date it is executed by DHCD (the "**Effective Date**").

### RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "**Program**"). The Program includes (i) Operating and Technical Assistance Grants ("**TAG Grants**"), pursuant to §4-211 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and the Code of Maryland Regulations ("**COMAR**") 05.11.01; and (ii) Main Street Improvement Program Grants ("**MIP Grants**"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.13.02, and DHCD's general authority to administer and implement programs, pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "**Act**."

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities.

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government.

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated April 25, 2022 (the "**Application**"), DHCD has approved an award of **TAG Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "**Guide**"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. Specific Purpose. The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in Exhibit A attached hereto (the "**Project**").
2. Grant Amount.
  - (a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Twenty Thousand and 00/100 Dollars (\$20,000) (the "**Grant**").



(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as detailed in the budget (the “**Budget**”) set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period.

The Grant shall be disbursed over a one year term (the “**Grant Period**”). The Grant Period is deemed to commence on the Effective Date.

5. Expenditure of the Grant.

Grantee agrees to use the Grant funds only for the approved Project, in accordance with the Budget. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. Grantee shall use the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD. During the term of this Agreement, each request for disbursement from the Grantee shall contain the information required by DHCD, including but not limited to the status of the Project, goals achieved, expenditures made against the Budget and expected Project activity to be completed prior to submitting the next disbursement request.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are, and remain, true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds from the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however, to any special conditions set forth in Exhibit C.

(e) DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each disbursement request all costs for which payment is requested.

(f) DHCD reserves the right not to disburse all or any portion of the Grant if, in the sole determination of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total

amount of the Grant; (iii) Grantee is in default under this Agreement; or (iv) the Project is not proceeding to the satisfaction of DHCD.

(g) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or another State of Maryland ("State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

#### 7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities set forth in the Budget or as otherwise authorized by this Agreement; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD, in its sole discretion may:

(i) Reduce or withhold subsequent disbursements of the Grant;

(ii) Demand repayment from Grantee of the portion of the Grant previously disbursed to Grantee; and

(iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

#### 8. General Requirements of Records and Reports; Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 3 years following termination of this Agreement.

(b) Progress Reports. (i) Within three months of the Effective Date, Grantee shall submit a disbursement request or a progress report, containing the information required by DHCD, including but not limited to the current status of the Project, problems encountered or barriers to implementing Project

activities as identified in the Budget and plans for moving Project activity forward; and (ii) Grantee shall submit a written progress report six months after the Effective Date; provided, however, that DHCD may, by written notice to Grantee and in its sole discretion, accept the information provided in a recent disbursement request in lieu of a progress report.

(c) Final Report. Within 30 days after the expiration of the Grant Period, the Grantee shall submit to DHCD a final report (the “**Final Report**”) which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also list all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD, or DHCD's designee, if DHCD deems it necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(b) This Agreement has been duly authorized, executed and delivered 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 Grantee;

(c) (i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

(ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting;

(iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 11(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project Activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit others to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national original;

(ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;

(iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;

(iv) DHCD's Minority Business Enterprise Program, as amended;

(v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;

(vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);

(vii) The Americans with Disabilities Act of 1990, as amended;

(viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);

(ix) The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and

(x) All other related applicable federal and State laws, regulations, and rules.

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(ii) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement or prohibited by law.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an

indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the “LGTC”) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 *et seq.* of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the “PIA”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee’s statement when responding to a request made pursuant to the PIA.

16. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(a) Communications to DHCD shall be mailed to:

Department of Housing and Community Development  
2 North Charles Street, Suite 450  
Baltimore, Maryland 21201  
Attn: Alyssa Clemons, Project Manager

(b) Communication to Grantee shall be mailed to:

City of Salisbury  
125 North Division Street  
Salisbury, Maryland 21801  
Attn: Laura Soper, Director of Business Development

17. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to conflict of law provisions.

20. Effective Date. This Agreement is effective as of the Effective Date.

21. Execution. The parties agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes.

22. **CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS'**

**FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.**

**EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.**

**THIS SECTION 22 SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.**

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}



IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

CITY OF SALISBURY

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: John R. Heath

Title: Mayor

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: Carol Gilbert

Title: Assistant Secretary, Division of Neighborhood  
Revitalization

\_\_\_\_\_  
Effective Date

Approved for form  
and legal sufficiency

\_\_\_\_\_  
Assistant Attorney General

Exhibit A - Description of the Project Activities

Exhibit B - Project Budget

Exhibit C - Special Conditions

**EXHIBIT A**

**OPERATING ASSISTANCE GRANT PROGRAM**

**PROJECT ACTIVITIES**

As more fully described in Grantee's application for funds  
dated April 25, 2022

GRANTEE: City of Salisbury

PROJECT ADDRESS: 125 North Division Street, Salisbury, Maryland 21801

GRANT AMOUNT: \$20,000

USE OF FUNDS: Funds will be used to support costs associated with coordinator expenses for the inaugural Maryland Folk Festival.

**OTHER CONTRIBUTION(S)**

Source of Funds

Amount  
\$

Value Derivation

**EXHIBIT B**  
OPERATING ASSISTANCE GRANT PROGRAM  
 PROJECT BUDGET

USES OF FUNDS	DHCD	TOTALS
Maryland Folk Festival: Coordinators	\$20,000	\$20,000
<b>TOTALS</b>	<b>\$20,000</b>	<b>\$20,000</b>

**EXHIBIT C**

**OPERATING ASSISTANCE GRANT PROGRAM**

**SPECIAL CONDITIONS**



# City of Salisbury

## MEMORANDUM

**To:** City Council

**From:** Allen Swiger, ABCD Director  
Scott Roberts, ABCD Assistant Director

**Subject:** NEA Grants for Arts Projects Grant

**Date:** 3/28/23

---

Attached is an Ordinance to accept funding from the National Endowment for the Arts (NEA), NEA Grants for Arts Projects. The purpose of the Grants for Arts Projects is to provide comprehensive and expansive funding opportunities for communities. Through project-based funding, the program supports opportunities for public engagement with the arts and arts education, for the integration of the arts with strategies promoting the health and well-being of people and communities, and for the improvement of overall capacity and capabilities within the arts sector.

This funding, in the amount of \$10,000, will be utilized to reimburse funds spent on artist fees, interpretive signage, marketing and photography spent on the 81<sup>st</sup> National Folk Festival.

Included is the Grant Award Terms, Notice of Action and Projected Budget Form.

## NATIONAL ENDOWMENT FOR THE ARTS - IMPORTANT INFORMATION

**Recipient:** City of Salisbury, Maryland  
**Federal Award ID Number (FAIN):** 1865707-55-21  
**Period of Performance:** October 1, 2021 to December 31, 2022  
**Project:** To support the Maryland Folk Festival.

### GENERAL TERMS AND CONDITIONS

This award is subject to the *General Terms and Conditions for Grants and Cooperative Agreements to Organizations* (GTCs), which outline the administrative requirements that apply to your award and your obligations as a recipient. You are responsible for reviewing these Terms; failure to comply may result in the disallowance of project expenditures and/or the reduction or withdrawal of National Endowment for the Arts' support for your project.

The administration of this award and the expenditure of award funds are subject to any specific terms and conditions of this award, which may be attached as additional pages of the award notification, the Terms and Conditions/Important Information, and the GTCs (as noted above).

The GTCs implements Title 2 of the Code of Federal Regulations (2 CFR) including Subtitle A-Office of Management and Budget Guidance for Grants and Agreements and Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance, or Part 200), as revised August 13, 2020.

### HOW TO MANAGE YOUR AWARD AND NATIONAL ENDOWMENT FOR THE ARTS eGMS REACH HANDBOOK

The *How to Manage Your National Endowment for the Arts Award and eGMS REACH Handbook* is a companion piece to the GTCs. It includes information about reporting requirements, requesting payment, changes to your project, and other important information.

All materials and instructions for managing your award can be found on our website at [www.arts.gov/grants/manage-your-award/awards-after-oct1-2017](http://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017)

### COST SHARE

A non-federal cost share of 100% (1:1 match) is required unless otherwise indicated below.

- **Total Amount of Federal Award:** \$10,000.00
- **Total Approved Cost Share as Required by 20 USC 954(e):** \$10,000.00
- **Total Amount of the Federal Project including Approved Cost Share:** \$20,000.00

### BUDGET AND OTHER NOTES

The project budget submitted 2/26/2021 is approved.

The approved project budget is derived from your application, revised budget, and/or other communication. All costs must be incurred within the period of performance listed on your award Notice of Action. It is understood that the approved budget reflects estimated expenditures and that actual, allowable expenditures will be reported on all financial reports.

Unallowable costs that have been removed from your budget cannot be supported with Federal or cost share/matching funds and should not be included on any future reports for this award.

The budget cannot include overlapping project costs with any other direct Federal grant including awards

made directly by the National Endowment for the Arts or another Federal Agency (e.g., NEH, HUD, etc.) per 2 CFR §200.306 and Arts Endowment's Legislation. Arts Endowment funds that are sub-granted to you through a state or regional arts agency, or a local arts organization, or supporting your project through a partner, cannot be claimed as cost share/match on this award per 2 CFR §200.306 and NEA Legislation.

All activities supported with Arts Endowment or cost share/matching funds, including performance/touring activities as well as publications, websites, or other media projects, must be made accessible to people with disabilities in compliance with Section 504 and the ADA.

Any airfare charged to the award, whether domestic or foreign, may not exceed the value of the basic least expensive unrestricted accommodations class offered by a commercial carrier (2 CFR §200.475(d)). You are required to follow the provisions of the Fly America Act. See the General Terms & Conditions for additional information. Payments to foreign nationals and/or non-compliant travel to or from countries sanctioned by the U.S. Treasury Department's Office of Foreign Asset Control are unallowable.

Proper documentation must be maintained for all costs in the budget, including all salaries charged, in whole or in part, to this award (per 2 CFR §200.302, .334, .430(i)), as well as for all in-kind contributions claimed (per 2 CFR §200.302 and .334).

# OFFICIAL NOTICE OF ACTION

## National Endowment for the Arts

Action Taken: Award

Date of Action: 5/3/2021

Award Date: 5/3/2021

### FEDERAL AWARD INFORMATION

Federal Award ID Number (FAIN)	1865707-55-21
Award Recipient	City of Salisbury, Maryland
Award Recipient Unique Entity Identifier	030321699
Period of Performance	10/1/2021 - 12/31/2022
Budget Period	10/1/2021 - 12/31/2022
Assistance Listing Number/Title	45.024 Promotion of the Arts_ Grants to Organizations and Individuals
Does the award support Research & Development?	No
Award Description	To support the Maryland Folk Festival.
Grant Program and Office	Grants for Arts Projects, Folk & Traditional Arts

### AWARD AMOUNTS

Amount of Federal Funds Obligated by this Action	\$10,000.00
Total Amount of Federal Funds Obligated	\$10,000.00
Total Amount of the Federal Award	\$10,000.00

### RECIPIENT CONTACTS

Role	Name
Authorizing Official	Andy Kitzrow (User Name - AKitzrow) akitrow@salisbury.md
Grant Administrator	Caroline O'Hare (User Name - COHare) cohare@salisbury.md
Project Director	Caroline O'Hare (User Name - COHare) cohare@salisbury.md

### REMARKS

#### 1. COST SHARE

A non-federal cost share of 100% (1:1 match) is required unless otherwise indicated in the *Terms and Conditions/Important Information* document (20 USC § 954(e)).

2. The National Endowment for the Arts provides this award support pursuant to 20 USC §954-955.

#### 3. ACCEPTANCE OF AWARD

Submission of a Payment Request constitutes your agreement to comply with all the terms and conditions of the award and indicates your acceptance of this award.

#### 4. GENERAL TERMS AND CONDITIONS

This award is subject to the *General Terms and Conditions for Grants and Cooperative Agreements to Organizations* (GTCs), which outline the administrative requirements that apply to your award and your obligations as a recipient. You are responsible for reviewing these GTCs; failure to comply may result in the disallowance of project expenditures and/or the reduction or withdrawal of National Endowment for the Arts support for your project.

The administration of this award and the expenditure of award funds are subject to any specific terms and conditions of this award, which may be attached as additional pages of the award notification, the *Terms and Conditions/Important Information*, and the GTCs (as noted above).

The GTCs implements Title 2 of the Code of Federal Regulations (2 CFR) including Subtitle A-Office of Management and Budget Guidance for Grants and Agreements and Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance, or Part 200), as revised August 13, 2020

#### 5. HOW TO MANAGE YOUR AWARD AND eGMS REACH HANDBOOK

The *How to Manage Your National Endowment for the Arts Award and eGMS REACH Handbook* is a companion piece to the GTCs. It includes information about reporting requirements, requesting payment, changes to your project, and other important information.

6. All material can be found on our website at <https://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017>.



**OFFICIAL NOTICE OF ACTION**  
**National Endowment for the Arts**

---

**[7. CONTACT INFORMATION](#)**

Email: [grants@arts.gov](mailto:grants@arts.gov) Phone (202) 682-5403.

**AWARDING OFFICIAL**



Meg Kowalik  
Lead Grants Management Specialist

**ORDINANCE NO. 2791**

**AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE NATIONAL ENDOWMENT OF THE ARTS (NEA) FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$10,000, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH THE 81<sup>ST</sup> NATIONAL FOLK FESTIVAL.**

**WHEREAS**, the City of Salisbury in February 2020 submitted a Grant for Arts Projects application to the National Endowment for the Arts (NEA), an independent federal agency established by Congress, for financial assistance in opportunities for public engagement with the arts and arts education, specifically to include assistance with the 81<sup>st</sup> National Folk Festival; and

**WHEREAS**, NEA has awarded Grant for Arts Projects funds to the City of Salisbury in the amount of \$10,000; and

**WHEREAS**, the \$10,000 granted to the City by NEA will be utilized to provide funding for the 81<sup>st</sup> National Folk Festival and to reimburse a portion of funds spent by the City on artist fees, interpretive signage, marketing, and photography costs associated with this event;

**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 John R. Heath, on behalf of the City of Salisbury, is hereby authorized to enter into a grant agreement with the National Endowment for the Arts, for the City's acceptance of grant funds in the amount of \$10,000, to be allocated for assistance with the 81<sup>st</sup> National Folk Festival.

**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 NEA Revenue Account No. 10500-4XXXXXX-XXXXX by \$10,000.
- (b)** Increase Operating Expense Account No. 10500-546006-XXXXX by \$10,000.

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

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

**Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall

apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

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

**Section 6.** This Ordinance shall take effect from and after the date of its final passage.

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 10<sup>th</sup> day of April, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

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

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**



# City of Salisbury

## MEMORANDUM

**To:** City Council

**From:** Allen Swiger, ABCD Director  
Scott Roberts, ABCD Assistant Director

**Subject:** New Position – Events Coordinator

**Date:** 3/27/23

---

Attached is an Ordinance to amend Authorized Positions to include a new Event Coordinator position to the Arts, Business and Culture Department (ABCD).

No additional funding is requested. As the City and the Salisbury Arts & Entertainment District (A&E) relationship transitions, surplus funds have been identified in the City's Development Services accounts (11600).

Over the years, A&E's Executive Director has been contracted to oversee the planning and execution of our staple Downtown Salisbury events including, but not limited to, 3<sup>rd</sup> Fridays, Friday Night Live Concert Series and our New Year's Eve Ball Drop. As ABCD proceeds to assume management of these events, it's imperative a dedicated staff position is added to maintain the standard our community expects from these events. The City of Salisbury is grateful for the many years of service A&E has provided and looks forward to supporting their future initiatives.

In addition, the position will assume a key role in supporting the development of ABCD's internal events including, but not limited to, Hops on the River, Riverfest, Zoo Stampede, Halloween Happenings and the Maryland Folk Festival.

The Events Coordinator will report directly to the Events and Culture Manager and work closely with our Event Technical Specialist. We believe the Council, and the City at large, will see the benefits of this additional position upon approval.

Please do not hesitate to reach out should you have any questions.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
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

**ORDINANCE NO. 2790**

**AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND  
AUTHORIZED POSITIONS TO INCLUDE AN ADDITIONAL EVENT  
COORDINATOR POSITION FOR THE ARTS, BUSINESS AND CULTURE  
DEPARTMENT.**

**WHEREAS**, the Department of Arts, Business and Culture has a need for a new position titled “Events Coordinator”; and

**WHEREAS**, an Events Coordinator will enable the City continue to execute the City’s staple Downtown Salisbury events including, but not limited to, 3<sup>rd</sup> Fridays, Friday Night Live Concert Series and the New Years Eve Ball Drop; and

**WHEREAS**, this position will assume a key role in supporting the development of ABCD’s internal events including, but not limited to, Hops on the River, Riverfest, Zoo Stampede, Halloween Happenings and the Maryland Folk Festival; and

**WHEREAS**, because surplus funds have been identified in the City’s Development Services Account, no additional funds are needed to fund this newly created position; and

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

**Section 1.** The City of Salisbury’s Authorized Positions be amended to include an additional position titled “Events Coordinator” and be assigned a Grade 7.

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

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

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

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

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

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 10<sup>th</sup> day of April, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61

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

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**



# City of Salisbury

## MEMORANDUM

**To:** City Council

**From:** Allen Swiger, ABCD Director  
Scott Roberts, ABCD Assistant Director

**Subject:** Creativity Grant

**Date:** 3/14/23

---

Attached is an Ordinance to accept funding from the Maryland State Arts Council, Creativity Grant. The purpose of the Creativity Grant is to strengthen the vitality and sustainability of artists and small organizations to maintain a strong and stable arts infrastructure in the State of Maryland. The Creativity Grant also provides opportunities to serve the growing needs of relevant arts projects and collaborations within Maryland communities.

This funding, in the amount of \$4,000, will be utilized to provide artist stipends and supplies for the 2023 Bundle Up And Get Outside (BUAGO) program. BUAGO is an interactive art experience that is free to the community and takes place throughout the City Park.

Included is the proposed Grant Agreement.

January 31, 2023  
Creativity Grant  
2023-19180

## MARYLAND STATE ARTS COUNCIL GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is made by and between the Maryland State Arts Council ("MSAC"), a unit of the Department of Commerce (the "Department"), a principal department of the State of Maryland ("State") and [City of Salisbury, MD] ("Grantee") whose Federal Identification Number (FID) or Social Security Number (SSN) is 52-6000806.

### RECITALS

Grantee has requested grant assistance from MSAC in order to undertake activities consistent with Title 4, Subtitle 5 of the Economic Development Article of the Annotated Code of Maryland, which authorizes MSAC to make grants to organizations and individual artists in order to create a nurturing climate for the arts in the State and to ensure that the role of the arts in the lives of citizens of the State shall continue to grow and play a significant part in their welfare and educational experience.

The General Assembly of Maryland has authorized the grant assistance through an appropriation in the annual state budget.

MSAC is also authorized to use certain funds received by various federal entities to help fund its grant assistance programs. All, some, or none of the funds disbursed through this Agreement may be from such federal funding. In the event that some of the funds disbursed through this Agreement contain federal funding, MSAC will make the Grantee aware and Grantee acknowledges and agrees that it may be required to adhere to certain rules, regulations, and/or guidelines imposed by the federal entity providing the federal funding.

MSAC has approved the award of grant funds to the Grantee, to be expended by Grantee in accordance with the terms and conditions of this Agreement.

IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this Agreement, MSAC and the Grantee agree as follows:

1. **Grant.** Subject to the continuing availability of funds, as determined by MSAC in its sole discretion, MSAC agrees to provide Grantee with funds in an amount not to exceed [\$4,000.00] (the "Grant Funds").



2. **Application.** Grantee's application for grant assistance (the "Application") is available to grantee in Smart Simple where Grantee submitted the application. Grantee can view the application by logging into Smart Simple ([marylandarts.smartsimple.com](http://marylandarts.smartsimple.com)) with their login and password. Grantee warrants and certifies that all of the information and representations contained in the Application are and remain true and complete in all material respects. The Application is incorporated herein as Exhibit A.

3. **Grant Guidelines.** Grantee acknowledges receipt of the FY 2023 Grant Guidelines and Information available on the MSAC website <http://www.msac.org> under the appropriate grant type, incorporated herein by reference, and agrees to abide by its terms and conditions.

4. **Use of Grant Funds:** Grantee will use Grant Funds in accordance with the activities described in Exhibit A and in accordance with all applicable guidelines set forth in Provision 3 above.

5. **Grantee shall not use any Grant Funds to make contributions:**

- (a) to any persons who hold, or are candidates for, elected office;
- (b) to any political party, organization, or action committee; or
- (c) in connection with any political campaign or referendum.

6. **Term of Agreement.**

This Agreement is effective upon execution by MSAC. Unless sooner terminated pursuant to Section 18 or 19 of this Agreement or by the mutual consent of Grantee and MSAC, this Agreement shall remain in effect until the final amounts of the Grant have been disbursed, all reports and records due by the Grantee have been received by MSAC, and there has been a final settlement and conclusion between MSAC and Grantee of all issues arising out of the Grant. It is anticipated and agreed that all reports and records due by Grantee shall be delivered to MSAC no later than the final report due date as communicated to the grantee in grant guidelines, if not sooner as provided otherwise herein or in any exhibit attached and incorporated herein, and that the final settlement and conclusion between MSAC and Grantee shall be no later than the final report due date. Failure by the Grantee to deliver all reports and records by the final report due date and failure by Grantee to provide MSAC with all necessary documents and information to reach final settlement and conclusion by the final report due date shall constitute a material breach by the Grantee of this Agreement.

7. **Disbursement.**

(a) (i) Except for Grantees notified pursuant to paragraph (ii) below, Grants for Organizations grants and Community Arts Development grants, up to seventy five percent (75%) of the Grant shall be disbursed to Grantee upon full execution of the Agreement, provided that Grantee has submitted all reports and documentation for prior year grant(s) required by MSAC, if applicable. The remaining Grant funds shall be disbursed to Grantee after Grantee has met grant report requirements, such as submitting a satisfactory interim report.

(ii) For Grantees notified by MSAC, payment will occur in four payments of 25% based on the review of additional required documentation (quarterly fiscal actuals v. projections; quarterly updated financial recovery plan) by the MSAC Program Director, MSAC Grants Director, MSAC Executive Director, Assistant Secretary of Commerce and/or Secretary of Commerce. Payment release is based on the approval of the quarterly submission review.

(b) For Arts in Education grants, Independent Artist Awards, Maryland Touring grants, Maryland Traditions

Grants, Public Art Across Maryland grants, Network Organizational Development grants, Creativity Grants, and other grants to organizations and independent artists, up to 100% of the Grant shall be disbursed to Grantee upon full execution of the Agreement, provided that Grantee has submitted all reports and documentation for prior year grant(s) required by MSAC, if applicable.

**8. Indirect Costs.**

(a) If Grantee is a nonprofit entity under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, Grant Funds may be applied to indirect costs in accordance with § 2-208 of the State Finance and Procurement Article, Annotated Code of Maryland.

(b) If Grantee opts to apply Grant Funds to indirect costs:

(i) the total amount of Grant Funds provided under this Grant Agreement will not be increased;

(ii) the costs to be paid with Grant Funds under this Agreement as described in Exhibit A of this Agreement will be reduced on a pro rata basis to reflect that certain indirect costs have been paid with Grant Funds; and

(iii) Grantee shall report any Grant Funds applied to indirect costs in funding requests and financial reports submitted to Commerce and shall provide the basis and documentation for the calculation of indirect costs in compliance with subsection (a) of this section.

**9. Inspection of Records.** Grantee shall allow any duly authorized representative of MSAC, the Department, or the State to inspect and audit, at reasonable times, all records and documents of Grantee relating to this Grant, which records shall be retained by Grantee for at least three (3) years after the termination of this Agreement.

**10. Acknowledgement.** Grantee shall acknowledge MSAC funding in all programs and promotional materials relating to the funded activities in the manner set forth in the Grant Recognition Guidelines, which can be viewed on the MSAC website, <https://msac.org/resources/recognizing-msac-grants>, incorporated herein by reference.

**11. Reports.** Grantee shall provide MSAC with reports or information in a form acceptable to the MSAC, as MSAC may from time to time require.

**12. Unused Funds.** Grantee shall repay to MSAC any disbursed Grant Funds not spent or obligated by Grantee on or before June 30, 2023.

**13. Fair Practices Certification.** Grantee certifies that it prohibits, and covenants that it will continue to prohibit, discrimination on the basis of: (a) political or religious opinion or affiliation, marital status, race, color, creed, ancestry genetic information, or national origin; or (b) age, sex, sexual orientation, gender identification, or any otherwise unlawful use of characteristics, except when such characteristic constitutes a bona fide occupational qualification; or (c) the physical or mental handicap of a qualified handicapped individual. Upon the request of MSAC, Grantee will submit to MSAC information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin.

**14. Anti-Discrimination.** Grantee shall operate under this Agreement so that no person, otherwise qualified, is denied employment, subcontract, or other benefits on the basis of race, color, religion, creed,

age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment or contract, or the individual's refusal to submit to a genetic test or make available the results of a genetic test. Except in subcontracts for standard commercial supplies or raw materials, Grantee shall include a clause similar to this clause in all subcontracts. Grantee and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Grantee shall not retaliate against any person for reporting instances of such discrimination. The Grantee further covenants that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

**15. Legal Compliance.** Grantee covenants that it shall comply with all applicable federal, State, and local laws and regulations. Grantee acknowledges and agrees that it is responsible for knowing and understanding all applicable federal, State, and local laws and regulations.

**16. Grantee's Certifications.** Grantee certifies to MSAC that:

(a) Grantee, if a corporation or other form of limited liability entity, is duly organized and validly existing under Maryland law, and has all requisite power and authority to enter into this Agreement; and

(b) This Agreement has been duly authorized, executed and delivered by 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 Grantee.

**17. Drug and Alcohol-Free Workplace.** Grantee warrants that Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces as set forth in COMAR 01.01.1989.18.

**18. Default, Repayment and Remedies.**

(a) A default shall consist of (i) any use of Grant Funds for any purposes other than authorized by this Agreement; or (ii) any breach of any covenant, agreement, provision, representation or warranty of Grantee which was made in this Agreement.

(b) Upon the occurrence of any default, MSAC immediately may suspend Grantee's authority to receive any undisbursed Grant funds by written notice at any time to Grantee.

(c) Upon the occurrence of any default, Grantee shall have 30 days from the date MSAC's notice is postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured the default to the satisfaction of MSAC, MSAC may terminate this Agreement. In the event of termination:

(i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed;

(ii) MSAC may immediately demand repayment of all or any portion of the Grant Funds which have been disbursed; and

(iii) MSAC's remedies of withholding disbursement and of obtaining repayment as described in Section 18(c) (i) and (ii) above may be exercised contemporaneously with remedies pursuant to Section 18(d)

below, and all of such rights shall survive any termination of this Agreement.

(d) If a default occurs, MSAC may at any time proceed to protect and enforce all rights available to MSAC, by suit in equity, action at law, or by any other appropriate proceedings.

**19. Termination Prior to Expiration of Term Period** MSAC, the Department, and/or the State reserves the right to terminate this Agreement by written notice to Grantee if (a) the purpose of the Agreement can no longer be fulfilled or met and/or (b) it's in the best interest of the Grantor and/or the State to terminate. If so terminated, the Grantor shall disburse Grant Funds to cover the eligible expenses, as determined in its sole discretion by MSAC, incurred by Grantee prior to termination. Grantee shall return to Grantor any Grant Funds, in excess of permitted eligible expenses, received prior to such termination.

**20. Indemnification.** Grantee releases MSAC, the Department, the State, and its employees or agents from, agrees that MSAC, the Department, the State, and its employees or agents shall not have any liability for, and agrees to protect, indemnify and save harmless MSAC, the Department, the State, and its employees or agents from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, all or any of them, as a result of or in connection with the Grant. All money expended as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MSAC, the Department, the State, and/or its employees or agents, as their interests may appear. If Grantee is a government agency of the State of Maryland, any and all such indemnification obligations of Grantee are conditioned upon the availability of appropriations for use by Grantee at the time such indemnification obligations arise; further, if Grantee is a government agency of the State of Maryland, any and all such indemnification obligations of Grantee are limited to the extent of the State of Maryland's statutory waiver of its sovereign immunity.

**21. Notices.** All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is postmarked, postage prepaid, addressed as follows:

(a) Communications to MSAC shall be mailed to: Maryland State Arts Council, 401 E. Pratt Street, Suite 1400 Baltimore, MD 21202 or emailed.

(b) Communications to Grantee shall be mailed to Grantee or emailed.

**22. Amendment.** This Agreement, or any part hereof, may be amended from time to time only by a written instrument executed by both parties, or in the case of a modification of Section 4, by action of MSAC.

**23. Assignment.** Grantee may neither assign all or any of the benefits of, nor delegate all or any of the duties imposed upon Grantee by this Agreement, without the prior written approval of MSAC.

**24. Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

**25. Setoff.** The State has the right to set off and apply Grant Funds against amounts that Grantee may owe the State as an unpaid liability, without notice and without resort to any judicial proceeding. Should this occur, it will affect the amount of Grant Funds received by Grantee.

**26. Entire Agreement; Counterparts; Signatures.** This Agreement, together with any exhibits, documents, and/or electronic or internet based documents, incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution. This Agreement may be executed in any number of duplicate originals or counterparts, each of which such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

**THIS AGREEMENT**, together with the documents incorporated herein by reference, represents the complete, total and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution. THIS FORM WAS APPROVED FOR FORM AND LEGAL SUFFICIENCY BY AN ASSISTANT ATTORNEY GENERAL IN JULY 2022.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
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

**ORDINANCE NO. 2793**

**AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND STATE ARTS COUNCIL (MSAC) FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$4,000, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH BUNDLE UP AND GET OUTSIDE.**

**WHEREAS**, the City of Salisbury in December 2022 submitted a Creativity Grant application to the Maryland State Arts Council (MSAC), a principal department of the State of Maryland, for financial assistance in carrying out community art activities, specifically to include assistance to fund stipends for the artists associated with Bundle Up And Get Outside; and

**WHEREAS**, MSAC has awarded the Creativity Grant funds to the City of Salisbury in the amount of \$4,000; 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 John R. Heath, on behalf of the City of Salisbury, is hereby authorized to enter into a grant agreement with the Maryland State Arts Council, for the City’s acceptance of grant funds in the amount of \$4,000, to be allocated for assistance with Bundle Up And Get Outside.

**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 MSAC Revenue Account No. 10500-42XXXX-XXXX by \$4,000.

(b) Increase Operating Expense Account No. 10500-546006-XXXX by \$4,000.

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

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

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

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

49            **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
50

51            **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
52 Salisbury held on the 10<sup>th</sup> day of April, 2023 and thereafter, a statement of the substance of the Ordinance  
53 having been published as required by law, in the meantime, was finally passed by the Council of the City of  
54 Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

55  
56 **ATTEST:**

57  
58  
59 \_\_\_\_\_  
60 **Kimberly R. Nichols, City Clerk**

\_\_\_\_\_

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

61  
62  
63  
64 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

65  
66  
67  
68 \_\_\_\_\_  
69 **John R. Heath, Mayor**

70  
71





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

To: Andy Kitzrow  
From: Mike Dryden MKD  
Subject: Parking Fund Transfer  
Date: March 22, 2023

---

Attached, please find an ordinance that will have the effect of authorizing Mayor Heath to transfer \$150,000.00 (one hundred and fifty thousand dollars) from the Parking Fund and redirect those resources to be used for a parking automation project in the Parking Capital Project Fund. This project will allow the Parking Division to further automate some of its parking operations. This will result in a more streamlined parking process for users, simplify back-of-house operations and align our processes with more modern practices.

Unless you or the Mayor have any questions, please forward this ordinance to the City Council for review and approval.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

**ORDINANCE NO. 2794**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE  
MAYOR TO TRANSFER FROM THE PARKING FUND AND  
APPROPRIATE FUNDS FOR THE PARKING FUND AUTOMATION  
PROJECT IN THE PARKING CAPITAL PROJECT FUND.**

**WHEREAS**, the City has determined efficiencies can be realized by investing in updated software, gates, and parking lot and parking garage improvements;

**WHEREAS**, the City has estimates indicating that \$170,000 would be required to update software and hardware, install barcode integration, and make related electrical improvements to modernize the City's parking operations; and

**WHEREAS**, the City has found a project to fund \$20,000 so an additional \$150,000 is required to complete the project; and

**WHEREAS**, the City has determined an additional appropriation for the Parking Automation Project is required in the amount of \$150,000;

**WHEREAS**, funding for the project shall be provided by the transfer of \$150,000 from the Parking Fund; and

**WHEREAS**, the appropriations necessary to execute the appropriation of \$150,000.00, 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 John R. Heath is hereby authorized to appropriate funds for Parking Automation project in the amount of \$150,000.00.

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

**Section 2.** The City of Salisbury's FY23 Parking Fund Budget be and hereby is amended as follows:

<b>Increase Decrease</b>	<b>Account Type</b>	<b>Project Description</b>	<b>Account Description</b>	<b>Account</b>	<b>Amount</b>
Increase	Revenue	None	Current Year Surplus	10100-469810	150,000
Increase	Expense	None	Transfer Parking Capital Projects Fund	31154-599300	150,000

40  
41  
42  
43  
**Section 3.** The City of Salisbury's Parking Fund Project Fund Budget be and hereby is amended as follows:

<b>Increase</b>	<b>Account</b>	<b>Project Description</b>	<b>Account Description</b>	<b>Account</b>	<b>Amount</b>
Increase	Revenue	Parking Automation	PayGO	94001-469110-TBD	150,000
Increase	Expense	Parking Automation	Equipment	94001-577030-TBD	150,000

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

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

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

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

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

**Section 6.** This Ordinance shall take effect from and after the date of its final passage.

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 10<sup>th</sup> day of April, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

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

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**



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

MEMO

To: Andy -City Administrator, Ron Strickler-Director HCDD  
From: Brett Sanders-Housing & Homelessness Mgr.  
Subject: Ordinance – Budget Amendment – Acceptance / Appropriation of  
Community Mental Health Services Block Grant (CIT) Funding  
Date: March 22, 2023

The City of Salisbury has received an award of FY23 Community Mental Health Services Block Grant Funds (Critical Time Intervention or CTI) funding from SAMSHA passed through the Wicomico County Local Behavioral Health Authority.

Attached is an Ordinance approving a budget amendment of the City's Grant Fund to appropriate \$12,562 in FY23 CTI funds that have been awarded to the City of Salisbury. These funds will be utilized to partially pay for the Critical Time Intervention Case Specialist.

Please forward this information to the City Council to be placed on their agenda for the April 3, 2023 work session.

---

Brett Sanders  
Housing & Homelessness Manager  
HCDD

Attachments  
CC: Olga Butar  
Kim Nichols

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
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

**ORDINANCE NO. 2795**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WICOMICO COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY FOR THE PURPOSE OF ACCEPTING COMMUNITY MENTAL HEALTH SERVICES (COVID RELIEF) BLOCK GRANT FUNDS IN THE AMOUNT OF \$12,562 AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE HOMELESS SERVICES CASE SPECIALIST POSITION.**

**WHEREAS**, Critical Time Intervention (“CTI”) is a time-limited evidence-based practice model designed to mobilize support for vulnerable individuals during periods of transition, including individuals transitioning from homelessness to permanent supportive housing; and

**WHEREAS**, the Wicomico County Health Department received funding from the Behavioral Health Administration for the Block Grants for Community Mental Health Services (COVID Relief) specific to the delivery of CTI services; and

**WHEREAS**, the Wicomico County Local Behavioral Health Authority (“**Wicomico County LBHA**”) has awarded the City of Salisbury (the “**City**”) a Block Grant for Community Mental Health Services in the amount of \$12,562 (the “**CTI Funds**”); and

**WHEREAS**, the City’s Homeless Services Case Specialist position will use CTI principles to assist individuals who are transitioning from homelessness to permanent supportive housing; and

**WHEREAS**, a permissible use of the CTI Funds is to (partially) cover the salary costs of the Homeless Services Case Specialist; and

**WHEREAS**, in order to accept the CTI Funds, the City must enter into a Memorandum of Understanding (“**MOU**”) with the Wicomico County LBHA to define the permitted expenditures and conditions related to the CTI Funds. A Copy of the MOU is attached hereto as **Exhibit 1**; 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.** Acting Mayor John “Jack” R. Heath is hereby authorized to enter into the MOU attached hereto as **Exhibit 1** with the Wicomico County LBHA, on behalf of the City of Salisbury, for the City’s acceptance of grant funds in the amount of \$12,562.

**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 MHBG SAMSHA Revenue Account No. 10530–425XXX–XXXXX by \$12,562.

(b) Increase Salaries–Non-Clerical Expense Account No. 10530–501002–XXXXX by \$12,562.

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

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

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

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

**Section 5.** The recitals set forth hereinabove and the MOU attached hereto as **Exhibit 1** are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

**Section 6.** This Ordinance shall take effect from and after the date of its final passage.

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 10<sup>th</sup> day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

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

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**



**Public Health**  
Prevent. Promote. Protect.  
Wicomico County  
Health Department

# Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

*Brandy Wink, Acting Health Officer*



## MEMORANDUM OF UNDERSTANDING FISCAL YEAR 2023

### WICOMICO COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY (LBHA) and City of Salisbury Housing and Community Development Critical Time Intervention (CTI)

#### I. BACKGROUND

The Wicomico County Health Department (WiCHD) received funding from Behavioral Health Administration for the Block Grants for **Community Mental Health Services (COVID Relief)/ F897** to deliver CTI services. This is a time limited evidence-based practice that the position will use CTI principles to assist individuals transitioning from homelessness to permanent supportive housing.

#### II. AGREEMENT

The following agreement entered on this 1st day of April 2023 by and between the Wicomico County Local Behavioral Health Authority (LBHA) and City of Salisbury Housing and Community Development (CSHCD) regarding the mobilization of support for the most vulnerable individuals (those experiencing homelessness, individuals with a diagnosis of serious mental illness or SMI/SED, substance use disorder or co-occurring) during periods of transition. The position will work with the individual in applying to housing programs and assisting the individuals to be linked to services in the public behavioral health system. The position will work the individual to transition from services once an individual has moved into housing. The service should not last for individuals more than 9 months after moving into housing sets forth the following deliverables:

##### A. WiCHD/LBHA will complete the following by 6/30/2023:

1. LBHA shall conduct on-site reviews at least annually during this contract to assure that the vendor is providing the service according to the conditions stated in this MOU and provide technical assistance, monitoring, guidance, and support to CSHCD.
2. Submit for payment Contractor's invoice for up to **\$12,562** April 2023-June 2023 once deliverables are completed, and reports and monthly invoices are received.

##### B. Contractor will complete the following 6/30/2023 (same as in section I)

1. Maintain staff to deliver services using the CTI principles.
2. Utilize items used to support the position to deliver services using CTI principles.
3. CSHCD agrees to complete the Quarterly Reports due on the 30th of the month following the end of the quarter including the following:
  - Status of hiring position
  - # of individuals served by phase

- # of individuals received to MH services by type
  - # of individuals housed
  - # of individuals needing assistance with benefits
  - # of individuals transitioned from services
4. CSHCD agrees to submit the CTI invoice to the LBHA monthly. The invoice shall include the number of individuals served or assisted as outlined above.
  5. Additionally, the invoice will document the staff hours for the month. For the LBHA site visit, the program will keep documentation of hours for review (e.g. log of hours and locations, copies of timesheets with a breakdown of time spent and locations for CTI in the comments section, etc.).
  6. CSHCD agrees to work with the Homeless Alliance for the Lower Shore Continuum of Care Committee (HALS CoC) Homeless Management Information System (HMIS) Administrator and enter all required data into the HMIS program.
  7. CSHCD agrees to attend meetings as necessary or requested by LBHA regarding this MOU.
  8. CSHCD agrees to serve 10 individuals with a mental health and/or co-occurring disorder using CTI principles:
    - Assist individuals to apply for housing services
    - Link individuals to mental health services and other supportive services as indicated by the individual's CTI plan
    - Link individuals to federal and state benefits
  9. CSHCD agrees to provide, during this grant cycle, Emergency Preparedness Plans addressing the Continuity of Operations Planning (COOP) for the agency within 6 months of the award to the LBHA and implement in response to a disaster.
  10. Invoice WiCHD for up to \$12,562 addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD".

### III. TERMINATION

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

Neither party to the Memorandum of Understanding shall be deemed the agent, servant, or employee of the other, nor shall this agreement be construed as a contract to procure goods or services under the laws of the State of Maryland.

This agreement will terminate on June 30, 2023 or by providing ten (10) days of written notification by either party.

(410) 749-1244 • WICOMICOHEALTH.ORG • MARYLAND DEPARTMENT OF HEALTH  
AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER AND PROVIDER



**The contract monitor for this agreement for the WiCHD:**

Jessica Taylor, Program Coordinator

Wicomico County Local Behavioral Health Authority

410-548-6981/Jessica.taylor@maryland.gov

**For the Contractor:**

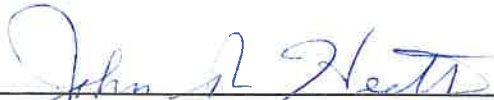
Brett Sanders, Homeless and Housing Manager

City of Salisbury Housing and Community Development

410-334-3031/bsanders@salisbury.md

**IV. SIGNATURES**

The parties acknowledge their agreement by their signatures below:

  
\_\_\_\_\_  
Acting Mayor, John 'Jack' R. Heath  
City of Salisbury

3/17/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michelle Hardy, RN, BC, MSPH  
Director, Wicomico Local Behavioral Health Authority

3/14/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brandy Wink, B. S.  
Acting Health Officer, Wicomico County Health Department

3/15/23  
\_\_\_\_\_  
Date

(410) 749-1244 • WICOMICOHEALTH.ORG • MARYLAND DEPARTMENT OF HEALTH  
AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER AND PROVIDER



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

To: Andy Kitzrow, Acting City Administrator

From: Cori Cameron, Director of Water Works

Subject: Budget Amendment

Date: March 13, 2023

---

The Department of Water Works would like to amend the Water and Sewer Capital Project fund where funds appropriated in Schedule B of the FY23 for a Dump Truck were not expended and would be better used to fund the WWTP Filter Cloth Replacement Project.

The WWTP currently has a dump truck on order, but due to supply chain shortages it will not arrive until sometime in 2024. Due to the current need for new filter cloths to keep the WWTP maintenance on schedule, it was decided that it would be best to purchase the filter cloths now and purchase an additional dump truck in FY25. We expect better supply and pricing at that time. Redirecting these funds will allow us to remove the FY24 CIP request WW-WT-23-04, for new filter cloths.

Replacement filter cloth socks are needed for the tertiary filter disks. The existing cloth socks are at the end of their useful life and require replacement in order to keep the filter online. Filters run all the time and are wearing at the same rate. These funds will replace 360 filter socks. The tertiary filter is used to ensure adequate water clarity before UV treatment. Replacement is recommended every (5 years) for proper plant efficiency.

*Cori Cameron*

---

Cori Cameron, Director



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

---

Department of Water Works  
2322 Scenic Dr. Salisbury, MD 21801  
ph: 410-548-3185 fax: 410-334-3035  
[www.salisbury.md](http://www.salisbury.md)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16

**ORDINANCE NO. 2796**

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE WATER SEWER CAPITAL PROJECT FUND BUDGET TO REALLOCATE ADDITIONAL FUNDS REQUIRED FOR THE FILTER PROJECT.**

**WHEREAS**, the Water Works Department has determined funds previously appropriated in Schedule B of the FY23 Budget Ordinance for a Dump Truck in the Water Sewer Capital Project fund, which funds have not yet been expended, would better be used to fund the Wastewater Treatment Plant (“WWTP”) Filter Cloth Project; and

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

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

**Section 1.** The City of Salisbury’s Water Sewer Capital Project Fund budget is hereby amended as follows:

Increase (decrease)	Account Type	Project	Account	Description	Amount
Decrease	Revenue	Dump Truck	97030-469313- 48045	PayGO	185,000
Decrease	Expenditure	Dump Truck	97030-577025-48045	Vehicles	185,000
Increase	Revenue	Filters	97030-469313-xxxxx	PayGO	185,000
Increase	Expenditure	Filters	97030-513026-xxxxx	Construction	185,000

17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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

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

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

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

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

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

35  
36  
37  
38  
39  
40

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

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

41 **ATTEST:**

42

43

44

45

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

\_\_\_\_\_  
**Muir W. Boda, City Council President**

46

47

48

49

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

50

51

52

53

54

\_\_\_\_\_  
**John R. Heath, Acting Mayor**

55