



## CITY OF SALISBURY CITY COUNCIL AGENDA

---

NOVEMBER 13, 2023

6:00 p.m.

Salisbury Headquarters at 115 S. Division St. and Zoom Video Conferencing

---

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:02 p.m. CITY INVOCATION- Pastor Greg Morris, Parkway Church of God
- 6:04 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:05 p.m. CONSENT AGENDA- Assistant City Clerk Julie English
- September 18, 2023 Work Session Minutes
  - September 18, 2023 Special Meeting Minutes
  - September 25, 2023 Council Meeting Minutes
  - September 25, 2023 Closed Session Minutes
  - October 2, 2023 Special Meeting Minutes
  - October 2, 2023 Work Session Minutes
  - **Resolution No. 3291**- approving the reappointment of Alexander Pope to the Bicycle & Pedestrian Advisory Committee for the term ending November 2026
  - **Resolution No. 3292**- approving the reappointment of David Scheid to the Friends of Poplar Hill Mansion Board of Directors for the term ending November 2026
  - **Resolution No. 3293**- approving the reappointment of Virginia Hussey to the Friends of Poplar Hill Mansion Board of Directors for the term ending November 2026
  - **Resolution No. 3294**- approving the appointment of Kenisha Le’Cole to the Youth Development Advisory Committee for the term ending November 2026
  - **Resolution No. 3295**- approving the appointment of Naryah Miles to the Youth Development Advisory Committee for the term ending November 2026
  - **Resolution No. 3296**- approving the appointment of Tara O’Barsky to the Youth Development Advisory Committee for the term ending November 2026
  - **Resolution No. 3297**- approving the appointment of Brandon Bell to the Public Art Committee for the term ending November 2026
  - **Resolution No. 3298**- approving the appointment of KT Tuminello to the Public Art Committee for the term ending November 2026
  - **Resolution No. 3299**- approving the appointment of Heather McCarty to the Public Art Committee for the term ending November 2026
  - **Resolution No. 3300**- approving the appointment of Susan Holt to the Public Art Committee for the term ending November 2025

- **Resolution No. 3301**- approving the appointment of Max Verbits to the Public Art Committee for the term ending November 2025
- **Resolution No. 3302**- approving the appointment of Shelly Cruz to the Public Art Committee for the term ending November 2025
- **Resolution No. 3303**- approving the appointment of Mandel Copeland to the Public Art Committee for the term ending November 2024
- **Resolution No. 3304**- approving the appointment of Craig Faunce to the Sustainability Advisory Committee for the term ending November 2026
- **Resolution No. 3305**- approving the appointment of Mark Flounlacker to the Parks & Recreation Committee for the term ending November 2026

6:08 p.m. RESOLUTION- City Administrator Andy Kitzrow

- **Resolution No. 3290**- to authorize the Mayor to enter into, on behalf of the City of Salisbury, an amended and restated Land Disposition Agreement with Davis Strategic Development, LLC, setting forth the terms and conditions governing the sale and redevelopment of Lot 3 and Lot 16.

6:10 p.m. ORDINANCES- City Attorney Ashley Bosché

- **Ordinance No. 2835**- 2<sup>nd</sup> reading- authorizing the Mayor to appropriate funds for land acquisition for North Prong Park Project
- **Ordinance No. 2836**- 2<sup>nd</sup> reading- to set fees for FY 2024 and thereafter unless and until subsequently revised or changed
- **Ordinance No. 2837**- 2<sup>nd</sup> reading- authorizing the Mayor to enter into a memorandum of understanding with the Wicomico County Health Department and approving a budget amendment of the FY2024 General Fund Budget to appropriate funds received from the Wicomico County Health Department in the amount of \$10,000.00
- **Ordinance No. 2838**- 1<sup>st</sup> reading- approving a budget amendment to appropriate funds for the Maryland Folk Festival
- **Ordinance No. 2839**- 1<sup>st</sup> reading- to accept grant funds from the Maryland Department of General Services in the amount of \$4,000,000 for infrastructure improvements
- **Ordinance No. 2840**- 1<sup>st</sup> reading- amending Section 17.04.120 of the Salisbury City Code to include definitions for adult use cannabis businesses and amending sections 17.36.040, 17.36.045, 17.36.060, 17.76.020, 17.76.025, 17.76.050, 17.80.040 and 17.80.060 of the Salisbury City Code to regulate cannabis businesses to include growing, processing and dispensing, and to prohibit on-site consumption establishments

6:20 p.m. PUBLIC COMMENTS

6:30 p.m. ADMINISTRATION and COUNCIL COMMENTS

6:40 p.m. ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk's Office, Salisbury Headquarters 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 – November 27, 2023**

- Ordinance No. 2839- 2<sup>nd</sup> reading - budget amendment for State of MD Grant for Infrastructure (HB200)
- Ordinance No. 2838- 2<sup>nd</sup> reading- budget amendment for MDFF

Join Zoom Meeting

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

**Meeting ID:** 881 6325 3286

**Passcode:** 812389

Phone: 1.301.715.8592

*Posted 11/09/23*



43 Some of the drivers was to not burden the City’s resources and to ensure the applicant  
44 was responsible for implementation.

45

46 She reviewed some of the highlights of the policy, as listed below:

47

- 48 • It defined the eligibility and discussed an application process.
- 49 • If within the priority areas on Exhibit A, and contiguous to City limits, the City  
50 would ask these property owners to annex, however with the Out of Town Service  
51 Agreement, it would put off deferred taxes for a certain amount of time.
- 52 • Rates would be the Out of Town rates.
- 53 • These properties would need to pay a Connection Fee.
- 54 • The utilities would be turned over to the City.
- 55 • The Department of Infrastructure and Development (DID) would need to evaluate  
56 any downstream or system wide impacts and have that be the responsibility of the  
57 applicant.
- 58 • The applicant was responsible for all phases of implementation with DID’s  
59 oversight.
- 60 • The City a MS4 Permit and would get credit for serving septic systems.

61

62 Ms. Blake asked if the priority was determined by the Health Department. Ms. Pollack  
63 answered they were asking the Health Department to let them know if it was urgent.  
64 MDE would classify an area if it could be proven that an area had bad soil, high ground  
65 water, other properties with holding tanks, mound systems or failing septics, and not  
66 have to test every septic system on the street. She added that it came down to eligibility  
67 for funding and how much the state would fund.

68

69 Ms. Blake asked if each individual homeowner had a right to deny annexation, and was  
70 told that it would be an all or nothing per Mr. Kitzrow. She asked if they would be  
71 mandated, and Mr. Kitzrow explained that if enough properties (25% of an area) wanted  
72 to annex, then annexation could be forced.

73

74 City Attorney Ryan said the goal of the policy was to ensure the properties in the donut  
75 holes annexed into the City. The portion of the Out of Town Service Agreement was  
76 very similar to what we used right now in our annexation agreement for other properties  
77 not contiguous nor within the donut holes.

78

79 Ms. Pollack would return in a month to answer Council’s questions and concerns.

80

81 **Budget amendment for Six Points Roundabout and Lot #5 investigation**

82

83 Supervisory Civil Engineer Mike Zimmerman explained the requested budget  
84 amendment was for two things. The first was a feasibility study for a roundabout at Main  
85 Street and Truitt Street. State Highway Administration and the Metropolitan Planning  
86 Organization (MPO) was funding \$28,000 and the City was asked to fund \$22,000. The  
87 second item being funded was for the Lot 5 investigation of six locations for potential  
88 contaminants. MDE required the City perform this work.

89  
90 Ms. Gregory said it was a terrible intersection and she was glad for the roundabout. Ms.  
91 Outten confirmed that MDE was requiring the Lot 5 investigation and asked how long  
92 the feasibility study would take. Mr. Zimmerman would find out and let Council know.  
93

94 Council reached unanimous consensus to advance the legislation to legislative agenda.  
95

96 **Budget amendment to accept State Transportation Improvement grant funding**  
97

98 Mr. Zimmerman explained the budget amendment to accept the grant from MDOT-MTA  
99 and to accept the Statewide Transit Innovation Grans in the amount \$79,997.00 with a  
100 City match of \$19,975.00 to do a study for transportation in the City for planning of  
101 Citywide flex route and fixed route service.  
102

103 Mr. Kitzrow said that this grant would explore the different opportunities of getting  
104 people in and around Salisbury.  
105

106 Council reached unanimous consensus to advance the legislation to legislative agenda.  
107

108 **Budget amendment for Raw Water Line Meters**  
109

110 Water Works Superintendent Ron Clapper explained Water Works was asking for an  
111 additional \$40,000 for the Paleo Raw Meter extension. They found \$236,000 in funds  
112 from completed pay go projects that could be put towards the completion project. An  
113 additional \$40 thousand would be needed from surplus.  
114

115 Council reached unanimous consensus to advance the budget amendment to legislative  
116 session.  
117

118 **Budget amendment to update position counts in FY24 Budget**  
119

120 Mr. Kitzrow informed Council that when the City was upgrading their different positions  
121 a couple slipped through with the wrong titles. There was no monetary difference, but  
122 just a correction of the titles and position counts in a couple of areas and no new  
123 positions were being added. The Housing & Homelessness Coordinator was missing but  
124 was already funded and there were some title changes. He added that because Council  
125 approved the Authorized Positions count they needed to also approve these changes to it.  
126

127 Council reached unanimous consensus to move forward with the amendment.  
128

129 **Resolution requested by NAACP and Wicomico Truth & Reconciliation Initiative**  
130

131 Wicomico County NAACP President Monica Brooks and James Yamakawa joined  
132 Council. Ms. Blake asked if the NAACP wrote the resolution and Ms. Brooks said it was  
133 written by the NAACP and Wicomico Truth & Reconciliation together.  
134

135 Ms. Outten said she wanted to hear the process they took in preparing the resolution and  
136 perhaps they could identify questions as they proceeded.

137  
138 Ms. Brooks thanked Council for having them and explained the focus on the resolution  
139 regarding the City and firehouse started in February 2023 whereby she had been talking  
140 with the City back and forth for months in emails, calls and meetings. The NAACP had  
141 also been contacted by the family who was here for the ceremony that took place when  
142 they put in the Lynching Memorial. They have also said they just wanted an apology.  
143 She said in conjunction with what they were already doing in Town Halls planned for the  
144 Fall, they did not anticipate that they would not have this resolved by now. To help move  
145 things along they decided to just write something up. They invited the City to discuss  
146 this with them but decided to give them a space to start from. There were discussions  
147 with the families, MD State Lynching, WCNAACP and Wicomico Truth &  
148 Reconciliation about justice, fairness, and celebrating this new space in the right way  
149 and drafted the resolution presented. Ms. Brooks said this should not be placed in the  
150 category of politics and it was not fair to diminish its significance. Nobody reached out  
151 directly to her about this before today.

152  
153 Ms. Gregory said it was long overdue and it should have been resolved before now.

154  
155 Ms. Outten thought there were citizens of the City who felt unaccepted. This was at least  
156 a small step in the right direction. She thought it would have been better to have done  
157 this before the official open but they could make the right choice moving forward today.

158  
159 Ms. Blake had no problems addressing the resolution but her concern was that the City  
160 had never had an outside group write a resolution for the City. She clarified these groups  
161 wrote the resolution for the City to read. Ms. Brooks said the groups never talked about a  
162 resolution, but kept asking the City to do something. She thought Ms. Jackson made a  
163 good point when she said she did not want an apology that was not authentic and it spoke  
164 volumes. She asked Council to put their mark on it as coming from them as the City  
165 owed this to the relatives. The Fire Chief gave them the rope to hang the gentleman. It  
166 was wrong, and we must admit when we are wrong. She said Council was not there, but  
167 they could apologize and pray that it never happens again. Council President apologized  
168 to the families of Matthew Williams and Garfield King.

169  
170 Mr. Yamakawa said that the reason why it took 100 years for our government to come to  
171 this was because they were not all on the same page about what the right thing to do was.  
172 He said that was why it took that long for the government to admit it was a crime and  
173 why it was seven years since they started this quest.

174  
175 Ms. Blake said she would like to see them table this because a resolution presented by  
176 these groups for the City to read back to the groups or the public was contrived. The  
177 authenticity of an apology should come from the Council truly sitting down, discussing  
178 and having a sincere, unified presentation. She did not think the City ever had a  
179 resolution presented to the City to apologize to a group. She wanted it to be presented in  
180 the most respectful manner given the nature of the crimes.

181  
182 President Jackson suggested the groups meet with the Council as soon as possible. Ms.  
183 Blake said she would like to sit down and look at a comprehensive approach so it is a  
184 true apology from anyone interested in doing that. There had been no discussion about it  
185 and she preferred to have a meeting with both groups with the City Council, and anyone  
186 else who would like to join to find the most dignified manner in which to move forward.  
187

188 Ms. Gregory thought this offered a very good template in which to build a resolution. It  
189 had all the information they needed and if they wanted to add their own language to it,  
190 they could. It was a very good overview of what the victims and the families went  
191 through. She would support rewording the resolution if Council wished, but wanted to  
192 see it done because it had been long enough.  
193

194 Ms. Outten said we needed to do it authentically and make it right the first time. It  
195 shouldn't be done because we are pressured to, but because we want to.  
196

197 Ms. Jackson said the next step would be to meet with the attorney and City Clerk to sit  
198 down and talk about this. Ms. Gregory thought that having the groups as part of the  
199 conversation would be good in case we needed information. Ms. Brooks thought the  
200 families were the ones needed in the discussion, as it was about them. Mr. Yamakawa  
201 commented that this was not about Council as individuals, but the Council as the City.  
202

### 203 **Cannabis zoning discussion**

204  
205 City Planner Brian Soper, City Attorney Laura Ryan and City Administrator Andy  
206 Kitzrow joined Council to discuss the cannabis zoning. Ms. Ryan indicated since they  
207 now knew what the County was doing with their cannabis zoning, the question was  
208 where the City wanted to allow the different types of growing dispensaries, and much of  
209 it depended on what the City felt was most appropriate.  
210

211 Mr. Soper reported the County's current proposal put the growing, processing, and  
212 dispensaries in their industrial zones, which for the City was adjacent to everything  
213 around Naylor Mill and Northwood. City staff agreed that growing and processing were  
214 industrial processes and were working towards them being in the industrial and light  
215 industrial zones. The main question was about the retail sale of cannabis. The state  
216 required a 1,000-foot setback from additional dispensaries and licenses, and a 500-foot  
217 setback from items related to schools, public parks, gyms and recreation areas. The  
218 important impact was they were not sure how many licenses they wanted to receive in  
219 the area. They currently had one that was a conversion of a medical license to a  
220 recreational medical license for a business on Mt. Hermon Road. There were two options  
221 available, whether it was an overlay zoning or special exceptions and permitted use. Ms.  
222 Ryan said they thought they could figure out locations and get the zoning in place by the  
223 end of the year before the new licenses came out. Staff agreed that dispensaries or uses  
224 would not be permitted in shopping centers and thought that shopping centers and strip  
225 malls would have some repurposing.  
226



227 Mr. Kitzrow shared discussions with potential business owners interested in a dispensary  
228 into the area, and being too restrictive with the zoning would be counterproductive to the  
229 economics of having a dispensary. The City should have oversight over it and zone it  
230 appropriately so they could control their own narrative with it. One of the reasons it was  
231 coming to Council early one was as they started to draft legislation before the Planning  
232 Commission they wanted to gather feedback about the idea of an overlay zone.

233  
234 Ms. Ryan indicated the County identified the zones they thought were appropriate and  
235 were limited to industrial zoning. The question was whether we wanted to expand that  
236 overlay zone to a more commercial zone. Mr. Kitzrow said if we did an overlay map,  
237 essentially we would pick an area likely in the General Commercial area to encourage  
238 economic development but there would be areas within that area that could not be. Other  
239 communities did this same thing with cannabis on other states.

240  
241 Mr. Soper said the next step would be a public hearing with the Planning Commission to  
242 make a recommendation to City Council. City Council would then adopt an ordinance.  
243 Mr. Kitzrow said that January was coming fast so they wanted to move quickly with the  
244 Planning Commission.

245  
246 The discussion was for Council information only.

247  
248 **Annexation fee schedule**

249  
250 City Attorney Heather Konyar joined Ms. Ryan at the table. Ms. Konyar shared that  
251 other municipalities were surveyed around the state and found the City's fees were  
252 higher than most of the municipalities. She recommended the fees be brought in line  
253 with what other municipalities were charging. Mr. Kitzrow said Administration was very  
254 comfortable with the proposed rates and offered to answer questions.

255  
256 Ms. Blake asked if the \$500 per additional acreage was too low and Ms. Outten asked if  
257 they could have numbers so that they could comprehensively compare to other similar  
258 sized municipalities. Mr. Kitzrow answered that most of the municipalities had that first  
259 acre as the bulk of the it and then charged per additional acreage. The City did not have  
260 a drop off. Ms. Konyar provided an example that in the City of Frederick, the charge was  
261 \$4,400 for the first acre and then \$10 for every acre after that. The City of Cambridge  
262 had an application fee of \$5,000, and Annapolis charged \$4,000.

263  
264 Council reached unanimous consensus to advance the legislation to legislative agenda.

265  
266 **Boards and Commissions Council Reps**

267  
268 President Jackson announced she was going to serve on the Planning & Zoning  
269 Commission. The Town Gown, SWMPO, and Zoo Commission were all available. Ms.  
270 Outten said that Town Gown was in her district so it would be nice to be appointed to  
271 that one, and would also serve on the SWMPO. Ms. Gregory said she would like the Zoo  
272 Commission. The Council Boards and Commissions Reps list is as follow:

273  
274 Planning & Zoning Commission – Ms. Jackson  
275 Town Gown – Ms. Outten  
276 SWMPO – Ms. Outten  
277 Zoo Commission – Ms. Gregory  
278 Wicomico Truth & Reconciliation- Ms. Jackson  
279 Parks & Rec – Ms. Jackson  
280 Youth Development Advisory Committee – Ms. Blake  
281 Bicycle and Pedestrian Advisory Committee – Ms. Blake  
282 Human Rights Advisory Committee – Ms. Blake  
283 Wicomico Library Committee – Ms. Gregory  
284 Disability Advisory Committee – Ms. Gregory  
285 Sustainability Advisory Committee - Green Team – Ms. Outten  
286 Airport Committee – Ms. Outten  
287 PAC14 – Ms. Outten  
288 Tri-County Council – No rep available at this time  
289

290 **Ordinance to approve grant funds through Rural Maryland Council SWIFT Grant**

291  
292 Deputy Chief Chris O’Barsky announced the Fire Department was once again successful  
293 in obtaining a grant through the Rural Maryland Council. Through partnership with the  
294 SWIFT program, the City was a sub-grantee of \$85,012.00 to help fund the program  
295 from Monday through Friday. Currently, from the grant received last year, they could  
296 only sustain a couple of days per week. Through the additional money they received this  
297 year, they could run the program Monday through Friday.  
298

299 Council reached unanimous consensus to advance the legislation to legislative agenda.  
300

301 **Public Comments**

302  
303 The following comments were received from eleven (11) members of the public:  
304

- 305 • Recovery homes were certified by the State and Health Departments to meet  
306 standards and requirements. State of MD adopted the NARR Standards. Homes 4  
307 Hope has worked closely with Wicomico, Worcester, and Somerset Health  
308 Departments and provide much recovery support.
- 309 • Stats prove recovery homes do not increase crime and there have been no issues.  
310 The residents are supervised, healthy and thrive. Speaker recommended allowing  
311 the facilities.
- 312 • Speaker said recovery homes were an essential part of the recovery process. The  
313 epidemic was devastating to families.
- 314 • Speaker, who was President of Worcester Goes Purple, said the organization  
315 supported recovery homes and the community.
- 316 • Speaker said that recovery was possible and recovery homes were a crucial asset  
317 to Wicomico County.

- 318 • Speaker was in recovery since 2018 and a lot of her success was attributed to the  
319 program and home she was living in. She described the rules and leadership  
320 program of the home she recovered in. Recovery homes were very important.
- 321 • Speaker received a new beginning in a recovery home. These people can change,  
322 as speaker did. The bonds formed within these homes with both housemates and  
323 staff give the individuals the strength and accountability needed to be successful.  
324 For those saying “not in my backyard”, addiction was already in your backyard,  
325 schools, churches, streets and stores.
- 326 • Speaker had a recovery home and fully supported them. He brought a resident and  
327 Assistant House Manager in a recovery home. The structure was tremendous in  
328 her recovery process.
- 329 • Speaker was from Frederick and lives at Bayside Housing. She said it would be  
330 heartbreaking if Bayside was closed down. She was now a productive member of  
331 society.
- 332 • Speaker was in recovery and said they worked. Addiction was a disease, and he  
333 asked those opposed to the Recovery homes why they would wish ill will on  
334 anyone who fell into addiction.
- 335 • Speaker thanked Council for taking on the six-point intersection. The intersection  
336 was troubling for a number of reasons, one of which was the number of students  
337 that had to walk to school every day. His partner was struck by a vehicle at that  
338 intersection because the driver was speeding through it. As Council continued  
339 through the process, he was really excited to see progress. He also wanted to  
340 comment on the positions funded for the Parks Department. It seemed people  
341 were being transitioned away from those positions.

### 342 **Comments from Administration and Council**

343 Mr. Kitzrow explained that, in reference to the last comment, the ordinance could be  
344 confusing. The position was the same position with the same responsibilities, only the  
345 General Parking Maintenance person who worked Downtown had a new title. It did seem  
346 as if it were coming out of Parks & Recreation, but it was not. It was the same position,  
347 but with a different title.

348 Mayor Heath announced this week they were going to hold the first inaugural Maryland  
349 Folk Festival. He invited everyone to come out and pray the weather was good. He asked  
350 those able to donate blood to please do so.

351 Ms. Outten reminded the public there were a number of Maryland Folk Festival  
352 volunteer opportunities available. It was a fun time and if anyone had a couple of hours  
353 to donate over the weekend, it would be appreciated. Or, just come out and listen to the  
354 music, it was a genuinely good time. She reminded everyone about the Patio Chats event  
355 on Tuesday from 6:00 p.m. to 7:00 p.m.

356 Ms. Blake thanked all of the speakers for sharing and praised everyone who was in the  
357 recovery process. It was very heartwarming. Please donate blood if healthy enough. She  
358

363 briefly discussed balance disorders. She would be talking more about these disorders this  
364 month.

365  
366 Ms. Gregory thanked everyone who came out and provided their comments. It was very  
367 brave to stand up and tell the public you were in recovery. She extended her condolences  
368 to Pocomoke Mayor Todd Nock and the Jones family who recently lost his aunt. She  
369 thanked the City for holding the event for the potential Police Chief, but wished there  
370 had been more notice about it. She wanted to hire someone part time to be an  
371 Administration / Council liaison. She said the new beautiful Unity Square was being  
372 built and Bull's poster was no longer in its frame. She suggesting making a more  
373 permanent memorial to Bull because he was part of Downtown, and Unity Square was an  
374 ideal place to have a memorial for him. Many people were upset that his poster was  
375 replaced by a political sign.

376  
377 President Jackson thanked everyone for coming forward. She was clean for 27 years and  
378 look where she was now. She wanted everyone healing from addiction to stay on that  
379 straight path. People needed to know people could change. She said transparency went a  
380 long way, and she agreed with Ms. Outten regarding the Police Chief Meet and Greet.  
381 More people should have been there.

382  
383 **Adjournment**

384  
385 With no further business to discuss, President Jackson adjourned the Work Session at  
386 6:28 p.m.. Council then immediately convened in the scheduled Special Meeting.

387  
388 \_\_\_\_\_  
389 City Clerk

390  
391 \_\_\_\_\_  
392 Council President

**CITY OF SALISBURY, MARYLAND**

**SPECIAL MEETING**

**SEPTEMBER 18, 2023**

**PUBLIC OFFICIALS PRESENT**

*Council President April Jackson  
Council Vice President Angela Blake  
Councilmember Megan Outten*

*Acting Mayor John R. “Jack” Heath  
Councilmember Michele Gregory*

**IN ATTENDANCE**

*City Administrator Andy Kitzrow, City Attorney Ashley Bosché, City Clerk Kimberly Nichols,  
and interested members of the public*

\*\*\*\*\*

*The City Council convened in a Special Meeting at 6:28 p.m. in Council Chambers of the  
Salisbury Headquarters Building following the adjournment of the regularly scheduled Work  
Session. President Jackson called the meeting to order.*

**ADOPTION OF LEGISLATIVE AGENDA**

*Council President Jackson called for a motion to adopt the Special Meeting Agenda. Ms. Blake  
moved, Ms. Outten seconded, and the vote was unanimous (4-0) to approve the Special Meeting  
agenda as presented.*

**ORDINANCE** – presented by City Attorney Ashley Bosché

- **Ordinance No. 2828**- 1st reading- authorizing the Mayor to enter into a contract with Tidal Health for the purpose of accepting sub-granted funds in the amount of \$85,012.00

*Ms. Blake moved, Ms. Outten seconded, and the vote was unanimous (4-0) to approve  
Ordinance No. 2828 for first reading.*

**ADJOURNMENT**

*With no further business to discuss, the Special Meeting adjourned at 6:31 p.m.*

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

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

**CITY OF SALISBURY, MARYLAND**

**REGULAR MEETING**

**SEPTEMBER 25, 2023**

**PUBLIC OFFICIALS PRESENT**

*Council President April Jackson  
Councilmember Angela M. Blake  
Councilmember Megan Outten*

*Council Vice-President April Jackson  
Councilmember Michele Gregory*

**PUBLIC OFFICIALS ABSENT**

*Acting Mayor John R. Heath*

**IN ATTENDANCE**

*City Administrator Andy Kitzrow, Assistant City Administrator Tom Stevenson, Procurement Director Jennifer Miller, City Attorney Ashley Bosché, Assistant City Clerk Julie English, and members of the public*

\*\*\*\*\*

**CITY INVOCATION – PLEDGE OF ALLEGIANCE**

*The City Council met in regular session at 6:00 p.m. via Zoom and in person. Council President April Jackson called the meeting to order. After the recital of the pledge to the flag, President Jackson invited Pastor Greg Morris, Parkway Church of God, to the podium to provide the Invocation.*

**ADOPTION OF LEGISLATIVE AGENDA**

*Ms. Blake moved and Ms. Outten seconded to unanimously approve the legislative agenda.*

**CONSENT AGENDA-** *presented by Assistant City Clerk Julie English*

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

- July 17, 2023 Closed Session Minutes*
- August 7, 2023 Closed Session Minutes*
- August 14, 2023 Council Meeting Minutes*
- August 21, 2023 Work Session Minutes*
- August 21, 2023 Closed Session Minutes*

**AWARD OF BID**

*The Award of Bid, consisting of the following item, was unanimously approved on a motion and seconded by Ms. Gregory and Ms. Blake, unanimously.*

- 48 1. RFP A-23-108 Off-site Net Aggregate Metered Solar System \$16,182,080.64 (20  
49 yr. term)  
50 2. ITB 24-108 SFD Portable Radios \$170,700.25  
51

52

53 **PUBLIC HEARING-** presented by City Attorney Ashley Bosché  
54

- 55 • **Ordinance No. 2821-** to amend section 17.04.120 of the Salisbury City Code to include a  
56 definition for “clinic-residential” and amending 17.160.030 of the Salisbury City Code to  
57 add clinic-residential to the category of uses permitted by special exception in the R-5A  
58 Zoning District  
59

60 Ms. Blake moved and Ms. Gregory seconded to approve the resolution.  
61

62 Two members of the public were sworn in by Assistant City Clerk Julie English. The  
63 Public Hearing was opened at 6:11 p.m. and the following public comments were  
64 provided:  
65

- 66 • Speaker #1 announced he was there on behalf of TidalHealth and had the Becker  
67 Morgan team with him if there were any questions about Ordinance No. 2821.  
68 • Speaker #2 commended TidalHealth for a phenomenal idea. She felt the more  
69 specific an ordinance was the better. She recommended the property referenced in  
70 Ordinance No. 2821 be identified more specifically as Hotel Esther so everyone  
71 was focused on that particular piece of the ordinance.  
72

73 The Public Hearing closed at 6:13 p.m.  
74

75 Ms. Blake posed the question whether or not there could be a consideration to identify the  
76 property as Hotel Esther in the ordinance, as requested. Legal Council for TidalHealth  
77 responded by clarifying that Ordinance No. 2821, if approved, would be applicable to any areas  
78 in the R-5A zone, not just Hotel Esther.  
79

80 Ordinance No. 2821 was approved on a 4-0 vote in favor.  
81

82 **ORDINANCES-** presented by City Attorney Ashley Bosché  
83

- 84 • **Ordinance No. 2824-** 2<sup>nd</sup> reading- approving a budget amendment of the FY2024  
85 General Fund Budget to appropriate funds to the Department of Field Operations  
86 Budget for increased overtime  
87

88 Ms. Outten moved and Ms. Gregory seconded to approve Ordinance No. 2824 for  
89 second reading.  
90

- 91 • **Ordinance No. 2825-** 2<sup>nd</sup> reading- to authorize the Mayor to enter into a contract  
92 with the Maryland State Arts Council for the purpose of accepting grant funds in the  
93 amount of \$17,846 and to approve a budget amendment to the grant fund to

94 appropriate these funds to be used for eligible expenses associated with a Public Art  
95 Fund for the Arts & Entertainment District

96  
97 Ms. Blake moved, Ms. Gregory seconded and the vote was unanimous to approve  
98 Ordinance No. 2825 for second reading.  
99

- 100 • **Ordinance No. 2826**- 2<sup>nd</sup> reading- approving the budget amendment of the FY2024  
101 General Fund Budget to appropriate additional funds required for a Downtown  
102 Ambassador Program

103  
104 Ms. Gregory moved, Ms. Outten seconded, and the vote was unanimous to approve  
105 Ordinance No. 2826 for second reading.  
106

- 107 • **Ordinance No. 2827**- 2<sup>nd</sup> reading- amending Charter 5.69 of the Salisbury City  
108 Code to include exclusions from the Paper Carryout Bag Fee

109  
110 Ms. Gregory moved, Ms. Blake seconded, and the vote was unanimous to approve  
111 Ordinance No. 2827 for second reading.  
112

- 113 • **Ordinance No. 2828**- 2<sup>nd</sup> reading- to authorize the Mayor to enter into a contract  
114 with TidalHealth for the purpose of accepting sub-granted funds in the amount of  
115 \$85,012.00

116  
117 Ms. Outten moved, Ms. Gregory seconded, and the vote was unanimous to approve  
118 Ordinance No. 2828 for second reading.  
119

- 120 • **Ordinance No. 2829**- 1<sup>st</sup> reading- approving a budget amendment of the FY2024  
121 General Fund Budget to update authorized position counts and grades

122  
123 Ms. Blake moved, Ms. Gregory seconded and the vote was unanimous to approve  
124 Ordinance No. 2829 for first reading.  
125

- 126 • **Ordinance No. 2830**- 1<sup>st</sup> reading- authorizing the Mayor to appropriate funds for the  
127 Raw Water Line Naylor Mill project

128  
129 Ms. Blake commended the City of Salisbury for finding funds no longer needed in  
130 other areas to use for this project.  
131

132 Ms. Outten wanted clarification that this project was being done to help meet  
133 permitting requirements from the Maryland Department of the Environment. Mr.  
134 Kitzrow explained that the project was also to update some of the infrastructure.  
135

136 Ms. Gregory moved, Ms. Blake seconded, and the vote was unanimous to approve  
137 Ordinance No. 2830 for first reading.  
138



- 139
- 140
- 141
- **Ordinance No. 2831**- 1<sup>st</sup> reading- authorizing the Mayor to appropriate funds for the East Main Street Roundabout project and Lot 5 Compliance project

142 Ms. Blake moved and Ms. Gregory seconded to approve Ordinance No. 2831 for

143 first reading.

144

145 Ms. Bosché presented Ordinance No. 2831.

146

147 Ms. Blake and Ms. Gregory expressed their excitement and anticipation for this

148 project.

149

150 Ms. Jackson questioned the funding of the projects with a focus on lines 18-20 of the

151 ordinance, specifically naming North Prong Park. After discussion from the Council,

152 it was decided that further discussion was needed at the next Work Session regarding

153 the funding of the projects.

154

155 No vote was taken on Ordinance No. 2831 for first reading.

- 156
- **Ordinance No. 2832**- 1<sup>st</sup> reading- to accept grant funds from the Maryland Department of Transportation – Maryland Transit Administration (MDOT-MTA) for the feasibility study of fixed and flex route transit services and approving an amendment of the FY24 budget to allocate said funds for purposes of implementation

161

162 Ms. Blake stated the City’s match for this grant would be taken from surplus. She

163 then questioned where that would leave the City with surplus funds and also asked if

164 this would affect our bond rate. Mr. Kitrow responded that it would not affect either

165 of those things a great deal. On any given day the City’s surplus amount would be

166 around 10-11 million dollars.

167

168 Ms. Outten added that most people knew transportation was one of the biggest

169 hurdles they faced. She was happy to see the City working toward that by accepting

170 these grant funds to find some avenues for the residents.

171

172 Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous to approve

173 Ordinance No. 2832 for first reading.

174

175 **PUBLIC COMMENTS**

176

177 The following comments were provided by nineteen members of the public:

- 178
- Speaker#1 spoke on behalf of those in recovery and as a mother of two in recovery. She shared the story of her children; her son in particular. She spoke in favor of the recovery homes as they were the reason her son was still here. She didn’t believe in recovery until it hit her home fifteen years ago.
  - Speaker #2 was in favor of recovery homes. He shared that he was a convicted felon. He spoke about the work Tish did and about the drugs in Salisbury. He warned that the absence

- 185 of recovery homes would result in more deaths in the city. Without the recovery homes he  
186 wouldn't be alive today.
- 187 • *Speaker #3 shared that the majority of the residents on Middle Blvd were in favor of*  
188 *recovery. He shared a metaphor involving the driver of a bus to explain how the residents of*  
189 *Middle Blvd felt about the recovery homes. He explained that they had a right to ask about*  
190 *the rules for the recovery homes. He did not ask for people to be displaced, rather for an*  
191 *investigation into how the homes came to exist. During the course of the investigation,*  
192 *irregularities had been found. If the investigations end in people being displaced, he*  
193 *suggested a shared cost from the City to rehouse them. He expressed the importance of*  
194 *oversight over that industry.*
  - 195 • *Speaker #4 was an addict and found Salisbury through an inpatient facility. He had watched*  
196 *the community grow and improve. When he came to Salisbury he felt welcomed by the*  
197 *recovery homes and the community. He could now give back locally. Without recovery*  
198 *homes and treatment programs in general, none of his accomplishments would have been*  
199 *possible.*
  - 200 • *Speaker #5 worked in the community for over eight years. This area participated in*  
201 *overdose awareness yet they were speaking out against the stigma that this county stood up*  
202 *for. The discriminatory acts of a small group of people were harming one of our prevention*  
203 *acts. She called the actions of that small group disgusting and added the reactions of*  
204 *Council to those actions were disgusting as well. Homes 4 Hope had been functioning in the*  
205 *area for years without incidents that required that type of reaction. Recovery homes like*  
206 *Homes 4 Hope were at a success rate of 64%. These programs helped give back to the*  
207 *community as others had spoken about. She was sure everyone had experienced something*  
208 *that made them wish a program just like Homes 4 Hope was there for them.*
  - 209 • *Speaker #6 asked Council to imagine being told they were not wanted or they couldn't live*  
210 *on a certain street because of a disability. They (Homes 4 Hope) had been operating since*  
211 *2017 with the cooperation of the City the entire time. They had their blessing and were state*  
212 *certified. She believed a statement put out by Mr. Kitzrow wasn't conveyed properly. The*  
213 *statement verified that past requests by the Housing, Community and Development*  
214 *Department were "met with compliance." Since July, Homes 4 Hope had suffered*  
215 *discrimination from residents of Middle Blvd. and the City of Salisbury. She stated that one*  
216 *of the residents attempted to assault her during a meeting. Homes 4 Hope would no longer*  
217 *sit and listen to the nonsense. She noted that the recovery homes located a few blocks away*  
218 *had not received the negative treatment as those on Middle Blvd. She added that the City's*  
219 *unreasonable requests of them were only after fear or prejudice of community members*  
220 *arose. They would continue to operate and serve their clients.*
  - 221 • *Speaker #7 spoke in favor of Homes 4 Hope. The first recovery house was started in 2017*  
222 *and the staff were dedicated.*
  - 223 • *Speaker #8 was a product of recovery houses and spoke in favor of recovery homes. If it*  
224 *weren't for the homes, he would have been put back in jail. After recovery, he went back to*  
225 *school and was a State certified trainer for recovery. He was the only trainer of this kind on*  
226 *the eastern shore.*
  - 227 • *Speaker #9 worked at Homes 4 Hope. She worked daily with individuals who were broken*  
228 *and had seen lives changed. She believed the recovery houses were a necessity in Salisbury.*
  - 229 • *Speaker #10 had concerns about how the City was spending their money. She didn't think*  
230 *the police department salaries needed to be decreased to fund an Ambassador Program. She*

- 231 *didn't feel we needed the program and felt it was a total waste. She also felt that the*  
232 *roundabout study was not needed and questioned how many accidents had happened there.*  
233 *In addition, she referenced Ordinance No. 2832 and spoke against bike paths. She would*  
234 *rather see money go into a bus system.*
- 235 • *Speaker #11 referenced the June 20, 2023 Council Meeting. She stated that Council*  
236 *members were disrespectful and dismissive. She pleaded with the Council to release the*  
237 *Closed Session minutes from that day. Next, she referenced a Closed Session held on July*  
238 *17, 2023 and a discussion about the absence of Exhibit E.*
  - 239 • *Speaker #12 spoke about the proposed parking garage. He believed it would only serve the*  
240 *"town center apartments." He estimated the City would be out 13 million dollars. The*  
241 *Horizon Program was also mentioned.*
  - 242 • *Speaker #13 shared his concern about the crime in the City. He shared his negative*  
243 *experience and that of his roommate. He compared Salisbury to Baltimore. He asked that*  
244 *we stop fixing the things that didn't need to be fixed and fix those things that did.*
  - 245 • *Speaker #14 spoke in favor of the recovery homes. She personally worked in connection with*  
246 *recovery homes and addicts in the past. She transitioned her focus to the Closed Session*  
247 *meeting minutes from June 20, 2023. She urged Council to release the minutes and stated it*  
248 *was a decision the Council needed to make.*
  - 249 • *Speaker #15 spoke in support of Homes 4 Hope. She spoke about fear. She acknowledged*  
250 *there were Fair Housing rules they had to abide by. She encouraged people not to let their*  
251 *fear take away their hope. She also shared her son's journey through addiction. She ended*  
252 *with reflecting on the prayer Pastor Morris gave earlier.*
  - 253 • *Speaker #16 spoke highly of Trish and Homes 4 Hope. She shared that the individuals*  
254 *placed in the recovery homes had already been through treatment. She was in favor of the*  
255 *recovery homes.*
  - 256 • *Speaker #17 lived on Middle Boulevard. She spoke about her son who had autism and her*  
257 *concerns with the recovery homes.*
  - 258 • *Speaker #18 spoke of two waves happening in the City. Crime was the first wave, secrecy*  
259 *wave was the second. He spoke in reference to the closed meetings and believed the Council*  
260 *was reluctant to share their reasoning for decisions they made. He questioned why the*  
261 *interview for police chief would be in closed session.*
  - 262 • *Speaker #19 did not believe that people were attacking the recovery homes or the*  
263 *individuals in them, rather their concerns were with the unregulated aspects of them. He*  
264 *agreed that there should be a regulated, clarified, safe process. He shared that until it was*  
265 *regulated it would be an issue.*

## 266 **ADMINISTRATION AND COUNCIL COMMENTS**

267  
268  
269 *Mr. Kitzrow shared his enjoyment at the Maryland Folk Festival and thanked the staff and*  
270 *volunteers who helped out.*

271  
272 *Ms. Gregory asked folks to donate to the Maryland Folk Festival since it was canceled on Saturday.*  
273 *She sent a shout out to the NAACP for the blood drive they organized in conjunction with Wor-Wic.*  
274 *She also added that September was National Sickle Cell Awareness Month.*  
275

276 Ms. Blake thanked everyone for coming out. She mentioned that a lot of the information she was  
277 hearing was new to her or that she had not been looped in. Ms. Blake said she would be doing more  
278 research to find out what was happening. She was disheartened to hear that some felt council (she)  
279 was not sensitive enough about addiction. She addressed the topic of the Open Meetings Act and  
280 said no one on the Council had talked to her about their position on sharing the closed session  
281 minutes. She added that, to her recollection, closed session meetings had never been shared in the  
282 past. Ms. Blake spoke about a gentleman she met at the Maryland Folk Festival and who was a part  
283 of the Crossroads Amputee Support Group. As always she asked for blood donations if healthy  
284 enough.

285  
286 Ms. Outten thanked everyone for coming out. She shared a quote from one of the speakers and  
287 appreciated those who were dedicated to bettering our residents. She looked forward to continuing  
288 the conversations with the public and seeing them again.

289  
290 President Jackson did not remember the City ever being transparent. She believed they should be  
291 forthcoming. She wanted people to trust them. She related to the people who were there for Homes  
292 4 Hope but asked where they could be housed if not on Middle Blvd. Ms. Jackson gave God the  
293 credit for getting her through recovery.

294

295 **ADJOURNMENT / CONVENE IN CLOSED SESSION**

296

297 With no further business to discuss, President Jackson adjourned the meeting at 8:13 p.m. and  
298 Council immediately convened in the scheduled Closed Session.

299

300 **CONVENE IN OPEN SESSION/REPORT TO PUBLIC/ADJOURNMENT**

301

302 At 8:58 p.m. the Closed Session was adjourned upon a motion and seconded by Ms. Gregory and  
303 Ms. Outten, respectively, and approved by unanimous consensus in favor. Council convened in  
304 Open Session at 9:00 p.m. and President Jackson reported to the public that Council met in Closed  
305 session in accordance with the Annotated Code of Maryland § 3-305(b)(1) to discuss the  
306 appointment, employment, assignment, promotion, discipline, demotion, compensation, removal,  
307 resignation, or performance evaluation of appointees, employees, or officials over whom this public  
308 body has jurisdiction; or any other personnel matter that affects one or more specific individuals.  
309 The reason for closing the session is to interview candidates for Salisbury City Police Chief and  
310 District 2 Council member.

**CITY OF SALISBURY, MARYLAND**

**SPECIAL MEETING**

**OCTOBER 2, 2023**

**PUBLIC OFFICIALS PRESENT**

*Council President April R. Jackson  
Council Vice President Angela M. Blake  
Councilmember Megan Outten*

*Acting Mayor John R. “Jack” Heath  
Councilmember Michele Gregory*

**IN ATTENDANCE**

*Acting Deputy City Administrator Tom Stevenson, DID Director Rick Baldwin, Assistant City Clerk Julie English, Records Clerk Amber Eure, Community Relations Manager Rachel Manning, Art, Business and Culture Department Director Allen Swiger, Fire Chief John Tull, IS Director Bill Garrett, IS Assistant Director: GIS John O’Brien, Police Chief Dave Meienschein, Captain Howard Drewer, D’Shawn M. Doughty, Circuit Court Clerk James “Bo” McAllister, City Attorney Ashley Bosché, City Clerk Kimberly Nichols, and interested members of the public  
\*\*\*\*\**

*The City Council convened in a Special Meeting at 4:30 p.m. in Council Chambers of the SBY Headquarters Building. Council Vice President Angela M. Blake called the meeting to order.*

**ADOPTION OF LEGISLATIVE AGENDA**

*Council Vice President Blake called for a motion to adopt the Special Meeting Agenda. Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to approve the Special Meeting agenda as presented.*

**ELECTION OF NEW DISTRICT 2 COUNCIL MEMBER D’SRAWN M. DOUGHTY**

*Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to appoint D’Shawn M. Doughty as the new District 2 Council Member.*

**ADMINISTRATION OF OATH OF OFFICE**

*Clerk of Circuit Court James “Bo” McAllister administered the Oath of Office to Mr. Doughty.*

**ADJOURNMENT**

*With no further business to discuss, the Special Meeting adjourned at 4:34 p.m.*

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

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

1 CITY OF SALISBURY  
2 WORK SESSION  
3 OCTOBER 2, 2023  
4

5 Public Officials Present  
6

Council President April Jackson  
Council Vice President Angela M. Blake  
Councilmember Megan Outten

Acting Mayor John R. “Jack” Heath  
Councilmember Michele Gregory  
Councilmember D’Shawn M. Doughty (sworn in  
this evening as newest Council member)

7  
8 In Attendance

9 Acting Deputy City Administrator Tom Stevenson, Executive Administrative Assistant Jessie  
10 Turner, DID Director Rick Baldwin, Assistant City Clerk Julie English, Records Clerk Amber  
11 Eure, Community Relations Manager Rachel Manning, Art, Business and Culture Department  
12 Director Allen Swiger, Fire Chief John Tull, IS Director Bill Garrett, IS Assistant Director: GIS  
13 John O’Brien, Police Chief Dave Meienschein, Captain Howard Drewer, City Attorney Ashley  
14 Bosché, City Clerk Kimberly Nichols, and interested members of the public.  
15 -----

16 On October 2, 2023 the Salisbury City Council convened at 4:30 p.m. in a Special  
17 Meeting in the Council Chambers of the Salisbury Headquarters Building located at 115  
18 S. Division Street. Following the adjournment of the Special Meeting at 4:34 p.m.,  
19 Council immediately convened in the regularly scheduled Work Session.  
20

21 **Salisbury Police Department Apps and Programs presentation**

22  
23 Dr. Walker Skeeter, Data Analyst: Crime joined Council to present an overview of his  
24 position and presented a PowerPoint, which is included as part of the minutes.  
25

26 Dr. Skeeter would send the presentation to Ms. Nichols to be forwarded to Council.  
27 Council thanked him for the detailed presentation.  
28

29 **Resolution to accept donation of washer and dryer for Anne St. Village**

30  
31 Records Clerk/Interim Homelessness Manager presented the resolution to accept the  
32 donation of the washer and dryer for Anne St. Village.  
33

34 Council reached unanimous consensus to advance the legislation to legislative agenda.  
35

36 **Ordinance to appropriate funds for the Newton Community Center Project**

37  
38 Community Relations Manager Rachel Manning presented the budget amendment to  
39 move \$45,718.77 to complete a stem lab on the 3<sup>rd</sup> floor. Ms. Outten asked about the  
40 vehicles in the transfer and Ms. Manning said the funds were unused from a bond pool  
41 being moved out and into the Newton Project and cleaning out the funds from the pool.  
42

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

44 **Ordinance to authorize the Mayor to appropriate funds for the East Main Street**  
45 **Roundabout project and the Lot 5 Compliance project**

46  
47 Department of Infrastructure & Development Director Rick Baldwin joined Council and  
48 explained the ordinance would reallocate funds for two projects. He explained the  
49 feasibility study for the East Main Street Roundabout would cost \$50,000. The MPO  
50 would put \$28,000 towards the project and the City would contribute \$22,000. All of the  
51 funds would come from PAYGO to utilize funds from completed projects.

52  
53 Mr. Baldwin said the second expenditure would be for Lot 5. When the City tried to sell  
54 the lot there were environmental assessments done by the prospective buyer which  
55 revealed six underground anomalies and groundwater and soil contamination. Since the  
56 City was responsible for the condition of the lot, the State of Maryland notified the City  
57 in May and the City prepared the work plans to remediate the property with PAYGO.

58  
59 President Jackson was opposed to using funds from the North Prong project.

60  
61 Mr. Doughty asked Mr. Baldwin for the timeline beyond the feasibility study for the  
62 roundabout. Mr. Baldwin said after the study was done, if there was agreement to move  
63 forward, they would enter into the design phase to include getting funding. This could  
64 take a budget season to accomplish, and the bidding and award would take six to nine  
65 months. It could take five years to complete.

66  
67 Ms. Outten restated the only thing on a time crunch were the obligations for MDE for  
68 Lot 5. When it came to the roundabout, she stated it was something they could take to a  
69 town hall and get some feedback. She knew Lot 5 needed to happen, but wanted to get  
70 input from the public on the roundabout. She asked about the City Park Project part of  
71 where the funds were coming from. Mr. Baldwin said they were for City Park Phase 1, of  
72 which they currently had no direction on how to proceed and could be redirected.

73  
74 Mr. Doughty asked who negotiated the \$28,000 offered by the MPO and Mr. Baldwin  
75 thought Mr. Cordrey did.

76  
77 Ms. Gregory said the roundabout would be about a block from her home. She spoke with  
78 all her neighbors and they supported it. Ms. Outten said she was out in the public too,  
79 and thought it was about 50/50. Ms. Jackson indicated the Town Hall was a great idea.

80  
81 Ms. Blake asked if a feasibility study would address safety, and Mr. Baldwin said it was  
82 a feature. She restated the study would give an outline of the functionality of what it  
83 would do, what it would look like, and address increased safety.

84  
85 Council did not reach consensus to the roundabout study. Ms. Blake and Ms. Gregory  
86 were yes, but the remaining Council members did not concur. Council reached  
87 unanimous consensus to advance with the Lot 5 Compliance Project. Mr. Stevenson said  
88 they would revise the budget amendment to remove the roundabout study.

90 **Tax Increment Financing (TIF) Policy**

91  
92 Lindsey Rader of Funk & Bolton, P.A., and Emily Metzler of MuniCap, Inc. joined Council via  
93 Zoom to discuss tax increment financing (TIF), how they worked, considerations regarding TIF  
94 and Special Taxing financing, and the Pros and Cons of TIF. After this presentation, the next  
95 steps would involve receiving feedback and questions on the preliminary draft TIF policies,  
96 preparing revised City of Salisbury TIF policies, and then returning to City Council with their  
97 TIF Policy proposal and to receive consent to approve.

98  
99 President Jackson recalled discussing this several years ago, and Mr. Stevenson said that  
100 particular project did not go through. They were getting this in front of Council for when there  
101 was the opportunity, and it would be in their toolbox in case a developer came before them so  
102 they would be prepared. Ms. Gregory asked for the type of projects TIF would be used for, and  
103 Mayor Heath remarked it would be more like a mall development.

104  
105 Ms. Blake asked, for consensus purposes, if the City Council was basically just looking at  
106 developing questions and answers, reviewing the draft, and then reviewing the final proposal.  
107 She asked for the timeline. Mr. Stevenson said they just wanted to get this in front of Council so  
108 they could get familiar with it. Mss. Rader and Metzler would continue working on it and if  
109 Council ever wanted to adopt a TIF they would be comfortable with it. The next component  
110 would be a draft application. They would continue refining the process until they reached  
111 something Council was comfortable with. President Jackson asked if they should have a project  
112 to consider for a TIF, and Mr. Stevenson said that they were just creating the outline for a  
113 potential project. Ms. Rader said the last time the City engaged in a TIF was in 2007. It was not  
114 as common then to have TIF policies or applications that would apply to any potential project.

115  
116 President Jackson asked what it would cost the City. Ms. Metzler said when an application was  
117 placed to the City, they would pay an application fee to recoup consultant and City costs. Ms.  
118 Rader added the fee was not addressed in the current draft of the policy but would be addressed  
119 in a subsequent draft. Ms. Blake said that before they got to the next draft, it was reasonable and  
120 prudent to ask what the anticipated costs would be, and Mss. Gregory and Jackson concurred.  
121 Ms. Rader would work with Muncicap and provide the amount to Mr. Cordrey. She clarified that  
122 assuming the Council adopted the TIF Policy and approved the application, it would provide for  
123 a fee to be paid up front by any developer or applicant that submitted an application so that the  
124 City could recover some of the staff costs and consultant costs.

125  
126 Council tabled the TIF Policy moving forward until they received more information on the cost  
127 of developing the policies and finishing the draft.

128  
129 **Public Comments**

130  
131 The following comments were received from two members of the public:

- 132  
133 • The area for the roundabout was too small to handle the number of roads that came into  
134 it. School buses and eighteen wheelers could not make the turn. It would need to be made  
135 larger and would probably cost well into seven figures.



- 136 • Council was just given material on the TIF Policy. Why did the City want to do this? It  
137 already given lots of money away to The Ross and were on the verge of doing it for the  
138 Town Center project.
- 139 • TIF financing may be the lesser of two evils over HORIZON and at least has some  
140 change of success. We should get some specifics on it. It was structured better than  
141 HORIZON. From year one, TIF revenues would be the full revenue.

142

143 **Administration and Council Comments**

144

145 Mayor Heath stated the nation was desperate for blood. Please donate blood if healthy enough.

146

147 Mr. Doughty thanked the speakers for attending and recognized his mother, grandmother, sister  
148 and nephew from Atlanta and friend Commissioner Sputty Cephas on Zoom this evening. He  
149 toured Anne St. Village and they were in need of donations and supplies. Monetary donations  
150 could be made through the Community Foundation of the Eastern Shore’s website. He went on a  
151 ride along with the Police and Fire Departments and was very impressed. The Salisbury Jaycees  
152 were holding a bowling social for young professionals at Southbound Alley on Wednesday.  
153 There was a job and career fair at the Centre at Salisbury on Thursday from 3:00 p.m. to 6:00  
154 p.m. The NAACP was sponsoring a Public Town Hall at the Inspire One Arts Gallery from 6:00  
155 p.m. to 8:00 p.m. on Friday. The Delmarva Chicken Festival would be held this Saturday at the  
156 Perdue Stadium. There was also an NAACP Candidate Forum at the Inspire One Gallery and this  
157 Friday the Salisbury Zoo was holding a Spooktacular Family event.

158

159 Ms. Gregory congratulated the first two players Johnny Palatar and David Clark assigned by  
160 Salisbury University.

161

162 Ms. Outten thanked the public for coming out and appreciated the feedback. She welcomed Mr.  
163 Doughty to the Council.

164

165 President Jackson also welcomed Mr. Doughty. Mondays and Tuesdays the VFW #10159 was  
166 sponsoring tutors for children from 5:00 p.m. to 7:00 p.m. There were two scholarships available  
167 through the VFW, and she could be contacted for more information.

168

169 Ms. Blake asked for those who could donate blood to do so.

170

171 **Adjournment**

172

173 With no further business to discuss, the Work Session was adjourned at 6:13 p.m.

174

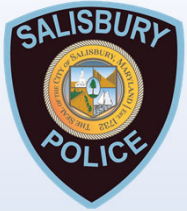
175

176 \_\_\_\_\_  
City Clerk

177

178 \_\_\_\_\_

179 Council President



# Data Analyst – Crime

## Position Overview & Highlights

# About Me

- Dr. Walker Skeeter
- Salisbury native, SU alum (B.S. in Geography & Earth Science, 2016)
  - M.S. in Geography from The University of Alabama (2018)
  - Ph.D. in Climatology from The University of Alabama (2023)
- I am a climate scientist by trade – but those skills transfer better to a position like this than you may think!
  - GIS and big data analysis are integral to climate science and geography

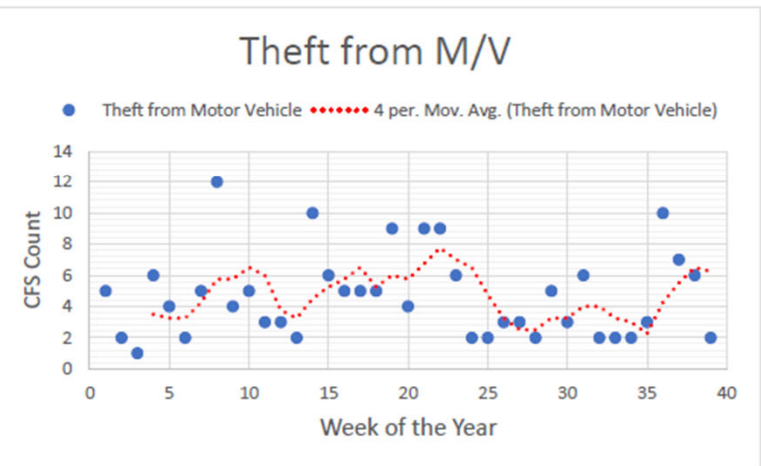
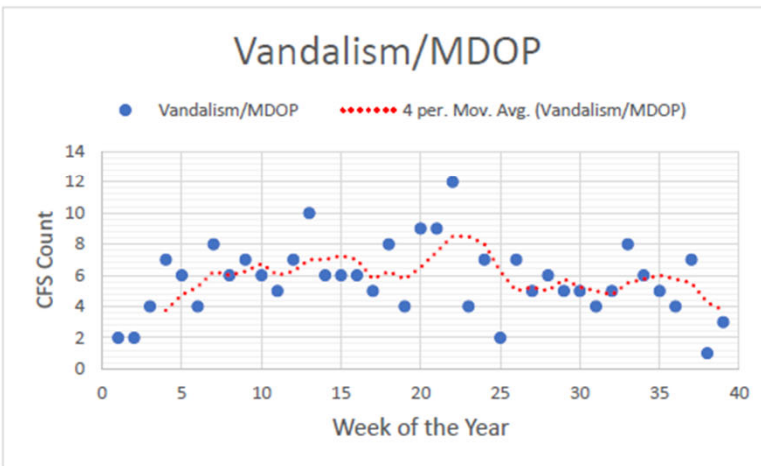
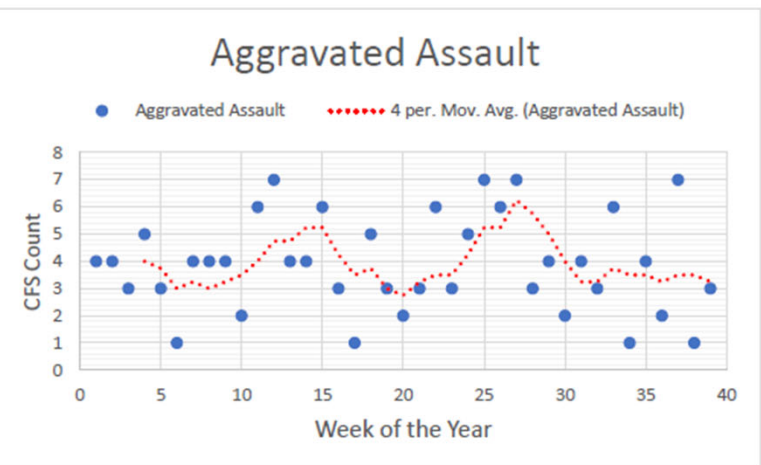
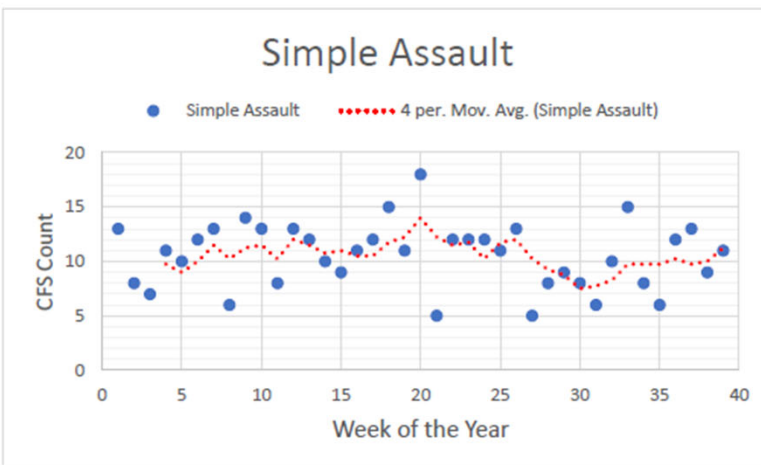
# Data Analyst - Crime

- My goal is straightforward: To assist the Salisbury Police Department's command staff in any way that I can
  - Visualize data on various crime types across the city
  - Clearly identify areas of the city where criminal activity is more prevalent
  - Provide data whenever requested of specific crime types or of specific areas
- Ultimately, I view this position as being one of *support* – **provide the PD with maps and statistics of criminal activity to help them decide how to most efficiently allocate their resources.**

# Weekly Reports

- Every week I send a report to the command staff that includes:
  - A detailed summary and map of all group A crimes in the most recent week
  - Kernel density maps of group A crime types across the city for the last month
  - YTD crime type comparisons to last year
  - Weekly time-series graphs of group A crimes (all crimes, and select types)
- On occasion, I like to include/test other visualizations
  - 80-20 analysis to find problematic addresses
  - Monthly Kernel Density Map *differences* to find how activity is shifting from one month to the next
  - Anything new I can think of

# Weekly Reports



# Website Updates

- I have taken on updating the city website's "crime statistics" and "crime maps" pages every month.

- This increases transparency with the public, and provides an easily accessible look at which areas of the city have a more active criminal presence.

## DEPARTMENTAL INFORMATION

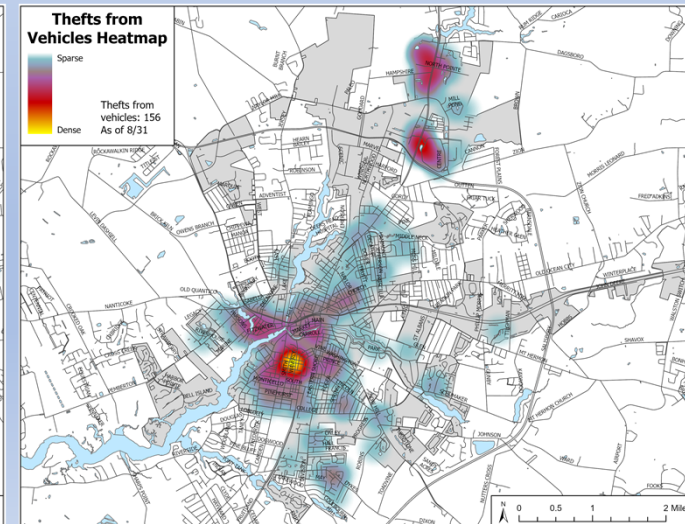
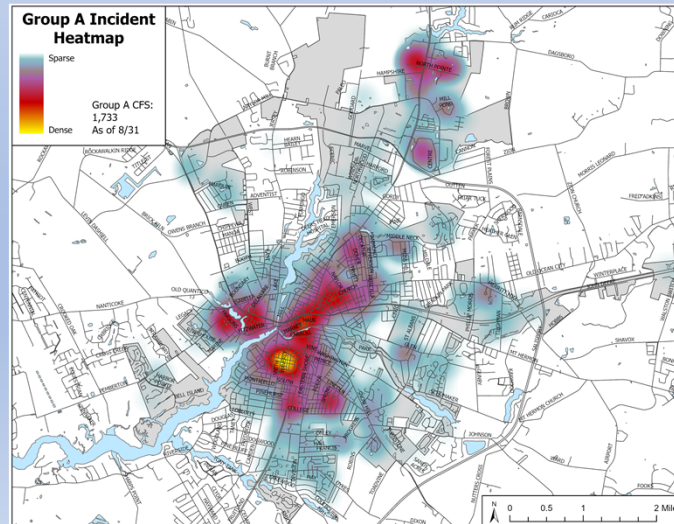
Get more information about the Department.

MESSAGE FROM THE CHIEF	MOST WANTED	AGENCY ORGANIZATIONAL CHART	COMMUNITY AFFAIRS
COMMUNITY CONNECTION	EXPLORE SPD	STATISTICS	CRIME MAPS
POLICIES	PRESS RELEASES	FORMS	AUTOMATED SPEED ENFORCEMENT PROGRAM

Salisbury Police Department Monthly Group A Incident Counts - As of August, 31 2023

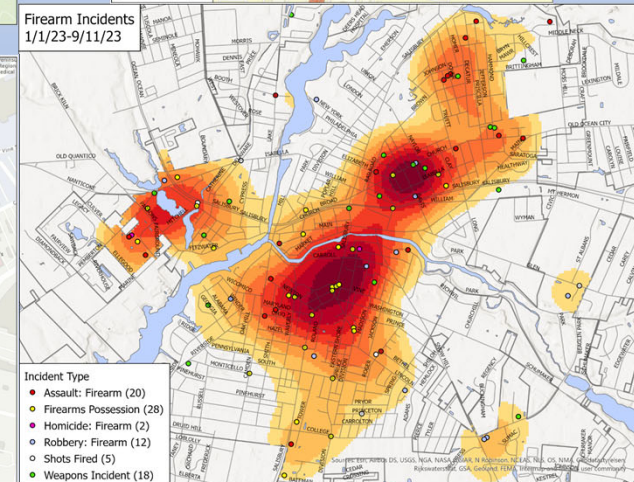
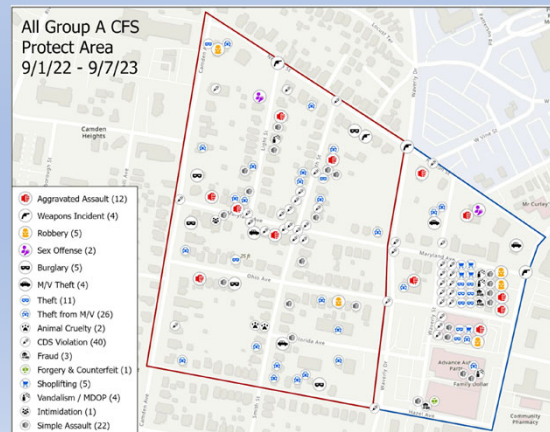
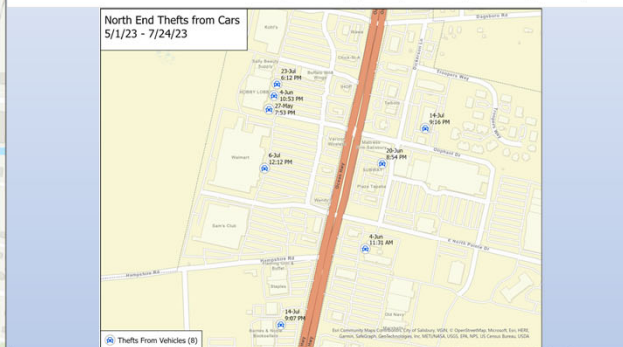
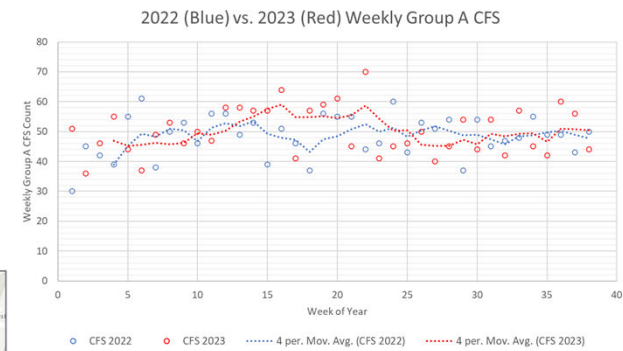
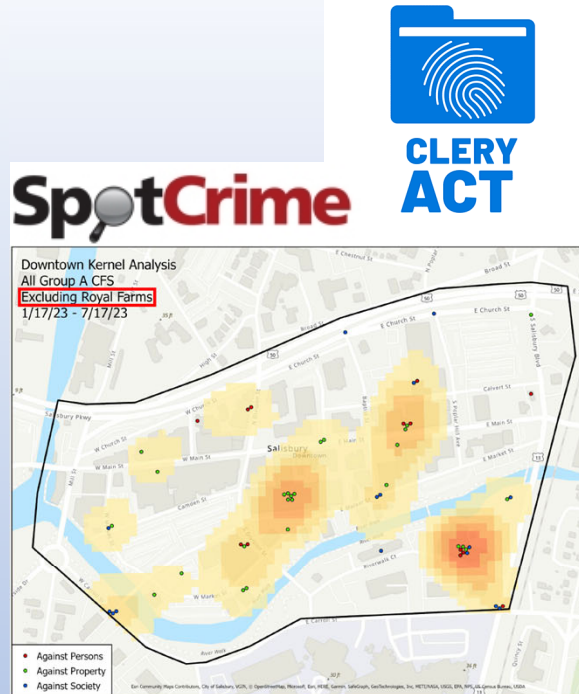
Against Persons	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg	YTD Total
Simple Assault	41	44	53	45	55	50	35	40					45.4	363
Aggravated Assault	18	12	21	15	17	22	17	17					17.4	139
Intimidation	4	4	3	5	8	2	6	4					4.5	36
Rape	3	4	2	0	3	1	2	2					2.1	17
Fondling	0	0	1	1	1	0	0	3					0.8	6
Sodomy	0	1	0	0	2	0	0	0					0.4	3
Murder & Non-Neg Manslaughter	0	0	0	1	0	0	1	0					0.3	2
Sexual Assault w/ and Object	0	0	0	0	1	0	1	0					0.3	2
Statutory Rape	0	1	0	0	1	0	0	0					0.3	2
Negligent Manslaughter	0	0	0	0	0	0	1	0					0.1	1
Justifiable Homicide	0	0	0	0	0	0	0	0					0.0	0
Kidnapping	0	0	0	0	0	0	0	0					0.0	0
Incest	0	0	0	0	0	0	0	0					0.0	0
Human Trafficking (Commercial Sex Acts)	0	0	0	0	0	0	0	0					0.0	0
Human Trafficking (Involuntary Servitude)	0	0	0	0	0	0	0	0					0.0	0
<b>Total Crimes Against Persons</b>	<b>66</b>	<b>66</b>	<b>80</b>	<b>67</b>	<b>87</b>	<b>76</b>	<b>62</b>	<b>67</b>					<b>71.4</b>	<b>571</b>

Against Society	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg	YTD Total
Drug/Narcotic Violations	26	21	26	34	27	19	24	21					24.8	198
Drug Equipment Violations	16	8	12	15	14	16	16	13					13.8	110
Weapon Law Violations	4	5	8	9	4	11	8	9					7.3	58
Animal Cruelty	1	0	0	0	2	1	0	4					1.0	8
Betting/Wagering	0	0	0	0	0	0	0	0					0.0	0
Operating/Promoting/Assisting Gambling	0	0	0	0	0	0	0	0					0.0	0
Gambling Equipment Violations	0	0	0	0	0	0	0	0					0.0	0
Sports Tampering	0	0	0	0	0	0	0	0					0.0	0
Pornography/Obscene Material	0	0	0	0	0	0	0	0					0.0	0
Prostitution	0	0	0	0	0	0	0	0					0.0	0
Assisting or Promoting Prostitution	0	0	0	0	0	0	0	0					0.0	0
Purchasing Prostitution	0	0	0	0	0	0	0	0					0.0	0
<b>Total Crimes Against Society</b>	<b>47</b>	<b>34</b>	<b>46</b>	<b>58</b>	<b>47</b>	<b>47</b>	<b>48</b>	<b>47</b>					<b>46.8</b>	<b>374</b>



# Data Requests

- I have proven to be a reliable point person for data requests for anyone at PD to reach out to
  - If data is needed for any ongoing projects, I am there to help
- I am also responsible for handling Clery Act and other MPIA requests





# “Handle With Care” Student Safety Initiative

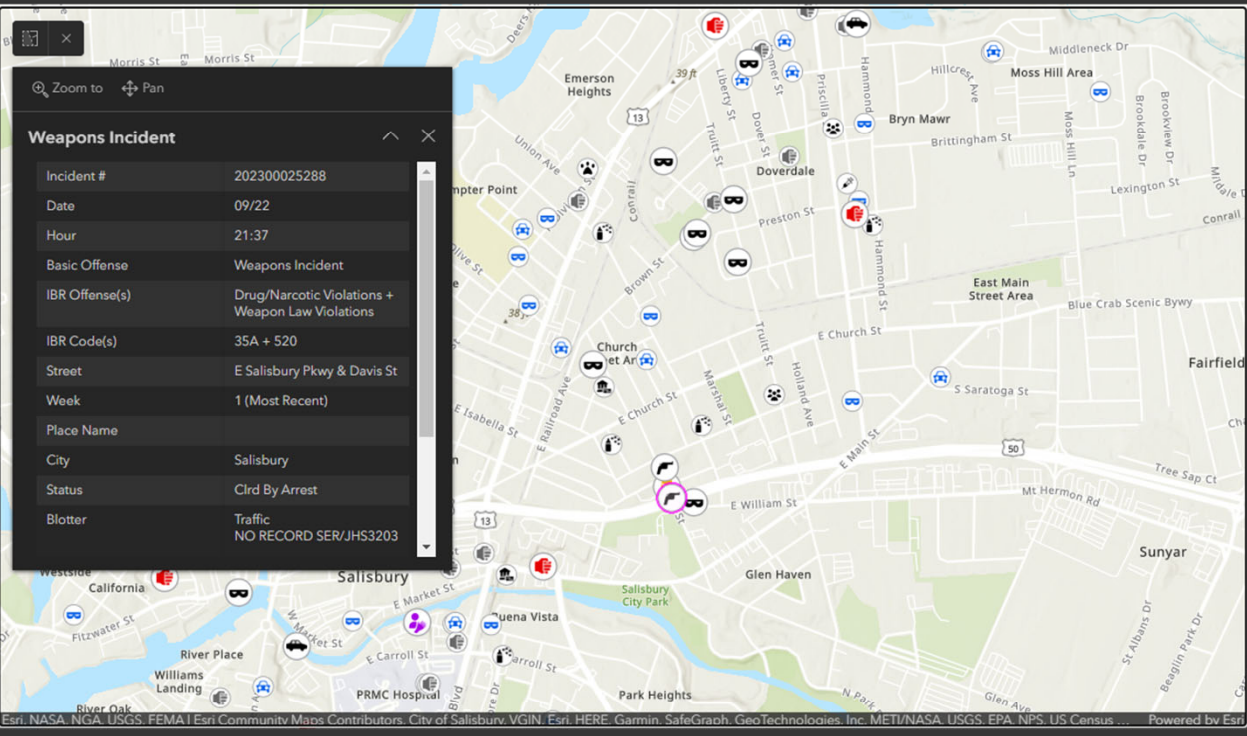
- A collaborative effort with Kyla Cupp & John O’Brien
- We have written a script that is able to parse through both the WCBOE student list and the PD’s database to identify addresses of children that have been impacted by noteworthy crimes over the most recent 24-hour period so schools can be notified.
  - E.g. a burglary at a home in which two JMB students live? An email is sent to the board that next morning to alert staff of a possible issue.
    - Exact nature of the incident is not discussed – simply to inform staff of a possible issue
  - 31 different crime types will flag the script

## 4-Week Dashboard.... Now Live!

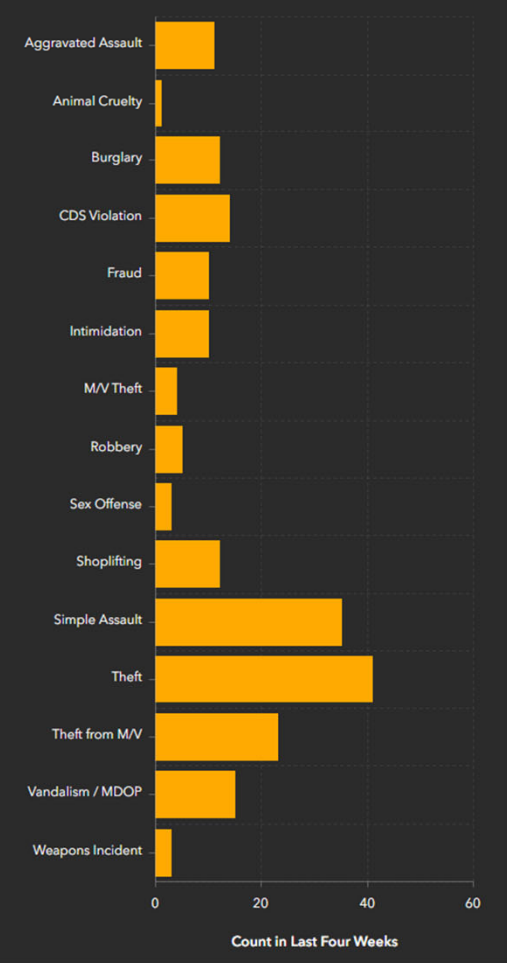
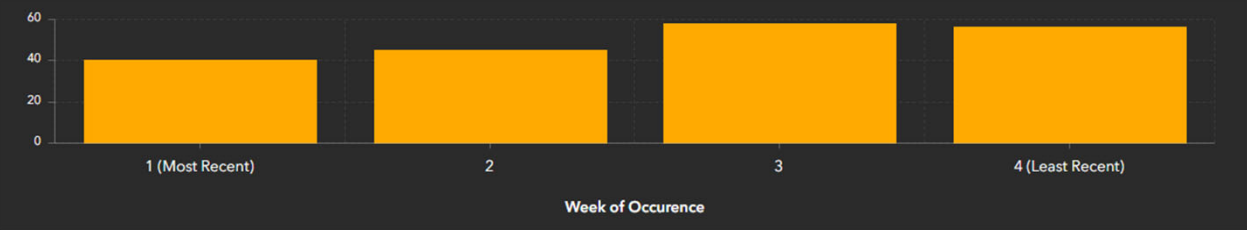
- I have created an online dashboard showing all group A calls for service responded to by the SPD over the last four weeks.
  - Automatically updates every 2 hours, and can be accessed by anyone with the proper credentials.
- Was going to do a demo here – will do that at a later date

# SPD Group A Calls for Service - Last Four Weeks

- Dashboard**
- Homicide
  - Aggravated Assault
  - Weapons Incident
  - Robbery
  - Sex Offense
  - Kidnapping
  - Off Against Family, Child
  - Burglary
  - Arson
  - M/V Theft
  - Theft
  - Theft from M/V
  - Attempted Burglary
  - Animal Cruelty
  - CDS Violation
  - Fraud
  - Forgery & Counterfeit
  - Prostitution & Comm. Vice
  - Shoplifting
  - Vandalism / MDOP
  - Simple Assault
  - Intimidation



Incident_#	Basic_Offense	Date	H
202300025288	Weapons Incident	09/22	21



# Moving Forward...


- This position has potential to continue to grow in scope
  - As I am able to make further connections within the PD and outside agencies (ESIC, WCSO, MSP, SUPD, etc.) collaborative, larger scope efforts become a tangible possibility
- I will continue to work to increase this position's level of helpfulness to the PD
  - Create more tools that allow for enhanced access to information and stats
  - Develop and experiment with new methods of data visualization
  - Continue to improve and streamline weekly reporting
  - Identify more areas for task automation to streamline workflow

OATH OF OFFICE

I, D'SHAWN DOUGHTY, DO SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES, AND THAT I WILL BE FAITHFUL AND BEAR TRUE ALLEGIANCE TO THE STATE OF MARYLAND, AND SUPPORT THE CONSTITUTION AND LAWS THEREOF; AND THAT I WILL TO THE BEST OF MY SKILL AND JUDGMENT, DILIGENTLY AND FAITHFULLY, WITHOUT PARTIALITY OR PREJUDICE, EXECUTE THE OFFICE OF COUNCIL MEMBER FOR THE CITY OF SALISBURY ACCORDING TO THE CONSTITUTION AND LAWS OF THIS STATE.

  
D'SHAWN DOUGHTY

SUBSCRIBED AND SWORN TO BEFORE ME, CLERK OF THE CIRCUIT COURT FOR WICOMICO COUNTY, MARYLAND, THIS 2<sup>ND</sup> DAY OF OCTOBER, 2023.

  
JAMES "BO" MCALLISTER,  
CLERK OF CIRCUIT COURT



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

To: Jack Heath, Mayor

From: Jessie Turner, Administrative Assistant

Subject: Re-appointment to Bicycle & Pedestrian Advisory Committee

Date: November 8, 2023

---

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

<u>Name</u>	<u>Term Ending</u>
Alexander "Sandy" Pope	October 2026

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

Attachments

1 **RESOLUTION NO. 3291**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
Alexander "Sandy" Pope	October 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 November \_\_\_\_\_, 2023.

14 ATTEST:

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

\_\_\_\_\_

April Jackson  
PRESIDENT, City Council

21  
22  
23 APPROVED BY ME THIS

24 \_\_\_\_\_ day of \_\_\_\_\_, 2023

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



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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Re-Appointment to the Friends of Poplar Hill Board of Directors  
Date: November 8, 2023

---

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

<u>Name</u>	<u>Term Ending</u>
David Scheid	November 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. 3292**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
8 David Scheid	9 November 2026

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 November \_\_\_\_\_, 2023.

14 ATTEST:

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

\_\_\_\_\_

April Jackson  
PRESIDENT, City Council

21  
22  
23 APPROVED BY ME THIS

24  
25 \_\_\_\_\_ day of \_\_\_\_\_, 2023

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



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

To: Jack Heath, Mayor

From: Jessie Turner, Administrative Assistant

Subject: Re-appointment to Friends of Poplar Hill Board of Directors

Date: November 8, 2023

---

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

<u>Name</u>	<u>Term Ending</u>
Virginia Hussey	November 2026

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

Attachments

1 **RESOLUTION NO. 3293**

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

6  
7 Name Term Ending  
8 Virginia Hussey November 2026  
9

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

14 ATTEST:

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

\_\_\_\_\_

April Jackson  
PRESIDENT, City Council

21  
22  
23 APPROVED BY ME THIS

24  
25 \_\_\_\_\_ day of \_\_\_\_\_, 2023  
26

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



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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Youth Development Advisory Committee  
Date: November 8, 2023

---

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

<u>Name</u>	<u>Term Ending</u>
Kenisha Le'Cole	November 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





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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Youth Development Advisory Committee  
Date: November 8, 2023

---

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

<u>Name</u>	<u>Term Ending</u>
Naryah Miles	November 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. 3295**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
Naryah Miles	November 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 November \_\_\_\_\_, 2023.

14 ATTEST:

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

\_\_\_\_\_   
April Jackson  
PRESIDENT, City Council

21  
22  
23 APPROVED BY ME THIS

24  
25 \_\_\_\_\_ day of \_\_\_\_\_, 2023

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



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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Youth Development Advisory Committee  
Date: November 8, 2023

---

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

<u>Name</u>	<u>Term Ending</u>
Tara O'Barsky	November 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. 3296**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
Tara O'Barsky	November 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 November \_\_\_\_\_, 2023.

14 ATTEST:

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

\_\_\_\_\_   
April Jackson  
PRESIDENT, City Council

21  
22  
23 APPROVED BY ME THIS

24  
25 \_\_\_\_\_ day of \_\_\_\_\_, 2023

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



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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Public Art Committee  
Date: November 8, 2023

---

The following person has applied for appointment to the Public Art Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Brandon Bell	November 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. 3297**

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

5  
6 

<u>Name</u>	<u>Term Ending</u>
Brandon Bell	November 2026

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

13  
14 ATTEST:

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

\_\_\_\_\_   
April Jackson  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

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

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



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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Public Art Committee  
Date: November 8, 2023

---

The following person has applied for appointment to the Public Art Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
KT Tuminello	November 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. 3298**

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

5  
6 

<u>Name</u>	<u>Term Ending</u>
KT Tuminello	November 2026

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

13  
14 ATTEST:

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

\_\_\_\_\_

April Jackson  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

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

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



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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Public Art Committee  
Date: November 8, 2023

---

The following person has applied for appointment to the Public Art Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Heather McCarty	November 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. 3299**

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

5  
6 

<u>Name</u>	<u>Term Ending</u>
Heather McCarty	November 2026

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

13  
14 ATTEST:

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

\_\_\_\_\_

April Jackson  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

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

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



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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Public Art Committee  
Date: November 8, 2023

---

The following person has applied for appointment to the Public Art Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Susan Holt	November 2025

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. 3300**

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

<u>Name</u>	<u>Term Ending</u>
Susan Holt	November 2025

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

13  
14 ATTEST:

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

\_\_\_\_\_

April Jackson  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

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

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



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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Public Art Committee  
Date: November 8, 2023

---

The following person has applied for appointment to the Public Art Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Max Verbits	November 2025

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. 3301**

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

5  
6 

<u>Name</u>	<u>Term Ending</u>
Max Verbits	November 2025

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

13  
14 ATTEST:

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

\_\_\_\_\_

April Jackson  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

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

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



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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Public Art Committee  
Date: November 8, 2023

---

The following person has applied for appointment to the Public Art Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Shelly Cruz	November 2025

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





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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Public Art Committee  
Date: November 8, 2023

---

The following person has applied for appointment to the Public Art Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Mandel Copeland	November 2024

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. 3303**

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

5  
6 

<u>Name</u>	<u>Term Ending</u>
Mandel Copeland	November 2024

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

13  
14 ATTEST:

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

\_\_\_\_\_

April Jackson  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

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

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



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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Sustainability Advisory Committee (Green Team)  
Date: November 8, 2023

---

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

<u>Name</u>	<u>Term Ending</u>
Craig Faunce	November 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







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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to the Parks & Recreation Committee  
Date: November 8, 2023

---

The following person has applied for appointment to the Parks & Recreation Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Mark Flounlacker	November 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. 3305**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
Mark Flounlacker	November 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 November \_\_\_\_\_, 2023.

14 ATTEST:

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

\_\_\_\_\_

April Jackson  
PRESIDENT, City Council

21  
22  
23 APPROVED BY ME THIS

24  
25 \_\_\_\_\_ day of \_\_\_\_\_, 2023

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



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

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** October 16, 2023  
**Subject:** Lot 16 & Lot 3 – Amended and Restatement Land Disposition Agreement

Attached for Council review and discussion, please find the following:

Amended and Restated Land Disposition Agreement – Lot 16 and Lot 3

- Background:
  - RFP 15-17 Disposition and Development of Parking Lot 16 and Salisbury Green (Lot 3)
  - RFP issued: 7/24/17
  - Proposals received: 2
  - On June 25, 2018, City Council approved Resolutions 2848 and 2849 which contained the LDAs with Davis Simpson Holdings, LLC (Lot 16) and R. Miller Properties, LLC (Lot 3)
  - On March 23, 2020, City Council approved Resolution 3026 which contained the contract of sale of the Salisbury Green (Lot 3) from R. Miller Properties, LLC to Davis Simpson Holdings, LLC and to consolidate Lot 3 and Lot 16 into one development parcel

cc Andy Kitzrow

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

**RESOLUTION NO. 3290**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, TO AUTHORIZE THE MAYOR TO ENTER INTO, ON BEHALF OF THE CITY OF SALISBURY, AN AMENDED AND RESTATED LAND DISPOSITION AGREEMENT WITH DAVIS STRATEGIC DEVELOPMENT, LLC, SETTING FORTH THE TERMS AND CONDITIONS GOVERNING THE SALE AND REDEVELOPMENT OF LOT 3 AND LOT 16.**

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

**WHEREAS**, the Mayor and City Council previously approved the surplus, sale and redevelopment of City Parking Lot #16 and City Parking Lot #3 in Resolutions 2848 and 2849; and

**WHEREAS**, City Parking Lot #16 was sold to Davis Simpson Holdings, LLC and a Disposition Contract was executed on June 26, 2018; and

**WHEREAS**, the Third Amendment to the Disposition Contract signed in June 2019 assigning the Buyer’s interest to BKR Holdings, LLC, and BKR Holding, LLC is now known as Davis Strategic Development, LLC; and

**WHEREAS**, City Parking Lot #3 was sold to R. Miller Properties, LLC and a Disposition Contract was executed on August 7, 2018; and

**WHEREAS**, the Council previously approved the transfer of ownership of City Parking Lot #3 from R. Miller Properties to Davis Strategic Development, LLC in Resolution 3026, subject to the terms and condition previously set forth in the City Parking Lot #3 Disposition Contract between the City and R. Miller Properties, LLC; and

**WHEREAS**, the deeds and disposition contracts required both the Lot 16 and the Lot 3 properties (“**Properties**”) to be developed as described in the individual Disposition Contracts, or the Properties would revert to the City ownership; and

**WHEREAS**, for various reasons, including the global COVID-19 pandemic, Davis Strategic Development, LLC’s purchase and redevelopment of the Properties has been delayed, and the City and Davis Strategic Development, LLC have agreed to amend the Original LDA, in its entirety, as more particularly set forth in the Amended and Restated Land Disposition Agreement (the “**Amended LDA**”) attached hereto and incorporated herein as **Exhibit A**, to provide the rights and obligations of the City and Davis Strategic Development, LLC with respect to the following: (i) Davis Strategic Development, LLC’s purchase of the Properties as described in the Amended LDA; (ii) add Delayed Performance Penalties; (iii) remove terms that make obtaining financing prohibitive; and, (iv) such other matter(s) relating to Davis Strategic Development, LLC’s purchase, lease and redevelopment of the project, subject to the terms and conditions contained in the Amended LDA; and

**WHEREAS**, by this Resolution, the Council (1) hereby approves the Amended LDA (attached hereto and incorporated herein as **Exhibit A**) and (ii) hereby authorized the Mayor’s execution thereof on behalf of the City; and

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

53  
54           **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
55 **SALISBURY, MARYLAND**, as follows:

56  
57           **Section 1.** The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, that  
58 certain Amended and restated Land Disposition Agreement, by and between the City of Salisbury and Davis  
59 Strategic Development, LLC, attached hereto and incorporated herein as **Exhibit A** (the “**Amended**  
60 **LDA**”).

61  
62           **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision  
63 of this Resolution shall be deemed independent of all other provisions herein.

64  
65           **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any  
66 section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid,  
67 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication  
68 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other  
69 provisions of this Resolution shall remain and shall be deemed valid and enforceable.

70  
71           **Section 4.** The recitals set forth hereinabove and **Exhibit A** attached hereto, and all exhibits  
72 attached thereto and incorporated therein, are incorporated into this section of the Ordinance as if such  
73 recitals and **Exhibit A** were specifically set forth at length in this Section 4.

74  
75           **THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the  
76 Council of the City of Salisbury held on this 23<sup>rd</sup> day of October, 2023 and is to become effective  
77 immediately upon adoption.

78  
79 ATTEST:

80  
81 \_\_\_\_\_  
82 Kimberly R. Nichols  
83 CITY CLERK, City of Salisbury

84 \_\_\_\_\_  
85 April R. Jackson  
86 PRESIDENT, City Council

87 APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

88 \_\_\_\_\_  
89 John R. Heath  
90 ACTING MAYOR, City of Salisbury

**AMENDED AND RESTATED LAND DISPOSITION AGREEMENT**

**THIS AMENDED AND RESTATED LAND DISPOSITION AGREEMENT** (“**Agreement**”) is entered into this \_\_\_\_ day of October, 2023, being the date that such is fully executed by all parties and fully and finally approved and adopted by the City Council for the City of Salisbury, Maryland (the “**Effective Date**”) by and between the *City of Salisbury*, a municipal corporation of the State of Maryland (the “**City**”), and *Davis Strategic Development, LLC*, a Maryland limited liability company validly registered to do business in the State of Maryland (“**Developer**”) (the City and Developer are hereinafter referred to collectively as the “**Parties**”). **WITNESSETH:**

**RECITALS**

**WHEREAS**, on June 26, 2018, the City entered into a Disposition Contract (“**Original Lot 16 Contract**”) with Davis Simpson Holdings, LLC (“**Davis Simpson Holdings**”), pursuant to which the City agreed to sell to Davis Simpson Holdings, and Davis Simpson Holdings agreed to purchase from the City, in accordance with the terms and conditions set forth therein, all that certain lot or parcel of Land situate in, lying and being in the City of Salisbury, in the Parsons Election District, Wicomico County, Maryland, on the southerly side of and binding upon East Market Street and on the northerly side of the Riverwalk sidewalk retained by the City of Salisbury, said southerly side of said Riverwalk binding upon the East Prong of the Wicomico River and shown as Lot 2A on a Plat entitled “**Lands of City of Salisbury**” prepared by Becker Morgan Group, dated March 6, 2019 (Project No.: 2015030.01) and recorded among the Land Records of Wicomico County, Maryland in Plat Cabinet No. 17, folio 185, being a part of the same property conveyed to the City of Salisbury from Larmar Corporation by Deed dated March 3, 1978 and recorded among the Land Records of Wicomico County, Maryland in Liber A.J.S. 894, folio 52, and further being a part of the property distinguished as Lot 2 on a Plat entitled “**Resubdivision Lands of the City of Salisbury**”, prepared by Leslie S. Sherrill dated June 23, 2017 and recorded among the aforesaid Land Records in Plat Cabinet M.S.B. 17, folio 107 ( said property being hereinafter referred to as “**Lot 16**”);

**WHEREAS**, the City and Davis Simpson Holdings executed multiple amendments to the Original Lot 16 Contract, including that certain Third Amendment to Lot 16 Contract (the “**Third Amendment to Lot 16 Contract**”), dated June 11, 2019, which assigned any and all of Davis Simpson Holdings’ right, title and interest in and to the Original Lot 16 Contract, as amended, unto BKR Holdings, LLC (n/k/a Davis Strategic Development, LLC, Developer herein (Original Lot 16 Contract and Amendments First through Fourth thereof are hereinafter referred to as “**Lot 16 Disposition Contract**”;

**WHEREAS**, Initial Settlement (as defined in the Lot 16 Disposition Contract) on the City’s conveyance of Lot 16 occurred on June 17, 2019;

**WHEREAS**, the City entered into a Disposition Contract (the “**Lot 3 Disposition Contract**”), dated August 7, 2018, with R. Miller Properties, LLC (“**RMP**”), pursuant to which the City agreed to sell unto RMP, and RMP agreed to purchase from the City, in accordance with the terms and conditions set forth therein, all that certain lot or parcel of land containing 14.027.41 square feet, more or less, being situate and lying on the southerly side of East Market Street and binding upon the northerly side of the East Prong of the Wicomico River in the City of Salisbury, Wicomico County, Maryland, and more particularly shown as “**Lot 3 M.107 P. 901**” on that certain plat entitled “**RESUBDIVISION LANDS OF CITY OF SALISBURY, MD MAP 107, PARCELS 884. 901, 902 & 904 (KNOWN AS “SALISBURY GREENS” AND “PARKING LOT 16”)**”, prepared by the City of Salisbury Department of Public Works, said plat being recorded in Liber M.S.B. No. 17, folio 107 being all that same parcel of real property having a premises address of 200 East Market Street, Salisbury, Maryland 21801 and further being all that same real property identified in the Maryland Department of Assessment and Taxation Records as Map 0 107, Parcel 0901 (Maryland Tax ID # 05-057825) (said real property is hereinafter referred to as “**Lot 3**”);

**WHEREAS**, by Deed dated November 29, 2018 and recorded among the Land Records of Wicomico County, Maryland in Liber 4409, Folio 109, the City conveyed unto RMP all that real property described herein as Lot 3 subject to the terms and conditions set forth in the Lot 3 Disposition Contract;

**WHEREAS**, Developer and RMP entered into a Commercial Sales Contract (the “**Lot 3 Contract of Sale**”), dated September 23, 2019, pursuant to which RMP agreed to sell unto Developer, and Developer agreed to purchase from RMP, all that certain real property defined herein as Lot 3, subject to the terms and conditions set forth in the Lot 3 Contract of Sale;

**WHEREAS**, Developer, as owner of both Lot 16 Disposition Contract and Lot 3, subject to the Lot 3 Disposition Contract, on or about October 22, 2019, submitted a “Request for Amendment to Disposition Contracts for Lots 3 & Lots 16” (the “**Request**”) to the City whereby Developer requested the City's consent to certain modifications of the Lot 16 Disposition Contract and the Lot 3 Disposition Contract, and suggested terms for Developer’s development of the combined Lot 3 and Lot 16 properties (hereinafter referred to as the “**Consolidated Lot**”);

**WHEREAS**, as a protection to the City, both the Lot 16 Disposition Contract and the Lot 3 Disposition Contract (“**Consolidated Disposition Contracts**”) contained a provision that the conveyance of those parcel of land from the City to Developer contain a right of reversion to the City in the event that Developer does not comply with the terms of the Consolidated Disposition Contracts;

**WHEREAS**, the City has learned over time with respect to other projects of a similar nature as well as the development proposed under the Consolidated Disposition Contracts that the inclusion of the reverter clause in the deeds of conveyance with respect to the Consolidated Lot results in a developer’s inability to secure financing to develop the property in accordance with the controlling disposition contracts;

**WHEREAS**, the Parties desire to restructure their agreements to allow for both the City to retain protections to ensure the Consolidated Lot is developed in accordance with the City’s requirements and allows the Developer the ability to secure financing to develop the Consolidated Lot in accordance with the City’s requirements; and

**WHEREAS**, to accomplish the goal as set forth above the Parties desire to enter into this Amended and Restated Land Disposition Contract, amending in their entirety both the Lot 16 Disposition Contract and the Lot 3 Disposition Contract.

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

## **ARTICLE I**

### **GENERAL TERMS FOR CONVEYANCE OF LOT 16 AND LOT 3**

**1.1 Purchase Price.** In consideration of the City’s conveyance of Lot 16 to Developer, as contemplated hereunder, Developer shall make payment to the City in the amount of Fourteen Thousand Dollars



(\$14,000.00) (the “Purchase Price”), which shall be paid by Developer to the City at Closing. The purchase price for Lot 3 was paid at the time the deed to Lot 3 was conveyed.

- 1.2 Confirmatory Deed.** In consideration of Developer’s covenants and promises made herein simultaneously with the execution of this Agreement by the Parties, the City shall deliver to Developer a Confirmatory Special Warranty Deed, duly executed and acknowledged by the City, conveying good and merchantable fee simple title to Lot 16 without any right of reverter to the City unto Developer and a Quit Claim Deed with respect to Lot 3 wherein the City waives and releases any and all right title and interest in and to Lot 3, including its right of revision.
- 1.3 Building Permit.** The City shall cooperate with Developer in obtaining any and all approvals and/or permits necessary for Developer’s development and construction of the Consolidated Lot (“**Consolidated Lot Project**”), as more particularly shown on the plans entitled Plans for Development of Lot 16 and The Green (“**Lot 16 and The Green Plan**”), which are attached as **Exhibit A**, and as otherwise required by the terms and conditions of this Agreement. Subject to the terms and conditions set forth in Sections 3.4, 3.5, 3.6, and 3.7 hereof and all applicable state and local laws, rules and/or regulations, Developer, at any time after the Effective Date, may apply for any permit(s) required for Developer’s development and construction of the Consolidated Lot Project contemplated by this Agreement. Nothing in this section shall require the City to waive any requirements, rules, regulations, or laws governing obtaining any such approvals for permits.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

- 2.1 Developer’s Representations.** As of the Effective Date and continuing through the issuance of a Certificate of Occupancy for the Consolidated Lot Project, Developer represents and warrants to the City as follows:
- 2.1.1** (i) Developer has not applied for, consented to, acquiesced to, nor is subject to, the appointment of a receiver, trustee, custodian, liquidator or other similar official for itself or for all or substantially all of Developer’s assets; (ii) Developer is not subject to any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar proceeding, and Developer has not admitted, in writing, to any inability to pay its debts as they become due; (iii) Developer has not made any assignment for the benefit of creditors; (iv) Developer has not filed a petition or an answer seeking, consenting to or acquiescing in a reorganization or an arrangement with creditors, or sought to take advantage of any bankruptcy law, insolvency law or other law for the benefit of debtors; and (v) Developer has not filed an answer admitting the material obligations of a petition filed against it in any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar proceeding.
- 2.1.2** (i) Developer is duly formed, validly existing and in good standing, under the laws of its respective state of formation and, if not an entity formed under the laws of the State of Maryland, Developer is duly and validly registered, and in good standing, to do business as a foreign entity in the State of Maryland, (ii) Developer has all necessary power(s) and authority(ies) to execute and deliver this Agreement and to execute and deliver any and all related documents contemplated hereunder to be executed by Developer in connection with the performance of its obligations hereunder and any and all such related documents.
- 2.1.3** This Agreement, and any and all related documents contemplated hereunder to be executed by Developer (i) have been duly authorized by all requisite partnership, corporate or other action on the part of Developer, and (ii) are the valid and legally binding obligation of Developer,

enforceable in accordance with their respective terms and conditions. Neither the execution and delivery of this Agreement or any related document(s) to be executed by Developer as contemplated hereunder, nor the performance of the obligations of Developer hereunder or thereunder, will result in the violation of any law or provision of the partnership agreement, articles of organization, articles of incorporation, by-laws, operating agreement or other organizational document of Developer, nor will this Agreement or any related document(s) conflict with any order or decree of any court or governmental instrumentality by which Developer is bound.

Developer hereby covenants that it will complete the development and construction of the Consolidated Lot Project as shown on the Lot 16 and The Green Plan (*see Exhibit A*) and in accordance with all terms and conditions of this Agreement, except for any modification(s) thereto as may be required for any approval(s) and/or permit(s) required for the development and/or construction of the Consolidated Lot Project. Subject to all applicable federal, state and/or local law(s), rule(s) and/or regulation(s), there shall be no additional restrictions on Developer's use of the Consolidated Lot except for the terms and conditions set forth in this Agreement and all conditions (if any) imposed by any federal, state or local permitting authority having jurisdiction over Developer's development of the Consolidated Lot as contemplated hereunder.

**2.2 City's Representations.** As of the Effective Date, the City represents and warrants to Developer as follows:

- 2.2.1** All bills and claims, incurred by the City, for labor performed and materials furnished to or for the Lot 16, as the case may be, for all periods prior to the date hereof have been paid in full prior to or on the date hereof. There shall be no mechanics' liens or materialmen's liens (whether or not perfected) on or affecting Lot 16. Notwithstanding any term to the contrary set forth herein, for purposes of this Agreement, Developer shall pay any and all costs or fees relating or arising from any labor performed, services provided and/or materials furnished for or in connection with Developer's acquisition of the Lot 16, and/or the development of the Lot 16 and The Green Project.
- 2.2.2** To the City's actual knowledge, no party has ever mined on or under Lot 16, and no party has the right to do so.
- 2.2.3** To City's actual knowledge, with respect to Lot 16: **(i)** there are no violations or potential violation of any zoning, building, health, environmental or other laws, codes, ordinances, regulations, orders or requirements of any State or local governmental authority having jurisdiction thereof; and, **(ii)** except for all publicly recorded restriction(s) encumbering Lot 16, there are no private restrictive covenants affecting Lot 16.
- 2.2.4** To the City's actual knowledge: **(i)** there are no pending or threatened condemnation actions or any other matter(s) of litigation, proceeding(s) or action(s) involving Lot 16 or of any portion(s) thereof; and, **(ii)** there are no existing, proposed or contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Lot 16.
- 2.2.5** To the City's actual knowledge and except as on record in the Land Records for Wicomico County: **(i)** there are no leases, management, maintenance, service or other contracts with respect to the Lot 16; and, **(ii)** there are no pending contracts of sale, options to purchase or rights of first refusal (or the like) with respect to Lot 16.

- 2.2.6 The City has duly and validly authorized, executed and delivered this Agreement, and neither the execution and delivery of this Agreement nor the City's performance of its obligations hereunder are restricted by or violate any legal, contractual or other obligation of the City.
- 2.2.7 Except as expressly set forth in this Agreement, except for the Parking Lot Agreement executed simultaneously herewith, as of the date hereof, there shall be: **(i)** no contract(s) affecting Lot 16 or any portion(s) thereof; **(ii)** no contract(s) or agreement(s) for the management of Lot 16 or any portion(s) thereof.
- 2.2.8 There are no assessments for public improvements against Lot 16 which remain unpaid, including, without limitation, any assessment(s) attributable to the construction of sewer or water lines or mains, public streets, sidewalks and /or curbs.

### ARTICLE III

#### DEVELOPMENT OF CONSOLIDATED LOT

- 3.1 **Delivery of the Deeds.** Within thirty (30) days of execution of this Agreement, the City shall deliver or cause to be delivered to Developer the deeds as set forth in Section 1.1 hereof, which shall be subject to any and all publicly recorded easements for public utilities and any other publicly recorded easements, agreements, covenants and/or restrictions encumbering the Lot 16 and Lot 3 or any portion(s) thereof. Subject to all applicable terms and conditions contained in this Agreement, upon the City's delivery of the executed deeds to Developer, Developer, at its sole cost and expense, shall record the deeds in the Land Records for Wicomico County, Maryland.
- 3.2 **Pro-rations/Recordation Taxes.** All public or governmental charges or assessments against the Lot 16 which are or may be payable on an annual basis, including all assessments, liens or encumbrances for sewer, water, drainage or other public improvements shall be adjusted and apportioned between the Parties as of the Effective Date and shall be assumed and paid thereafter by Developer, regardless of whether any such assessments have been levied as of the Effective Date. In addition, the costs of any and all state and local recordation and transfer taxes arising from the City's conveyance of the Lot 16 to Developer shall be paid by Developer at Closing.
- 3.3 **Consolidated Lot 16 and 3 Plat.** Within One Hundred Eighty business (180) days following the Effective Date, Developer shall submit the Consolidated Lot 16 and Lot 3 Plat attached as **Exhibit B** (or in substantially the same form as **Exhibit B**) to the City of Salisbury Department of Infrastructure and Development ("City DID") for review and acceptance by the City. Any and all costs, fees and/or taxes arising from, relating to or in connection with the preparation, modification, submission and/or approval(s) of the Consolidated Lot 16 and Lot 3 Plat shall be paid by Developer at its sole cost and expense. Upon the Planning Commission's approval of the Consolidated Lot 16 and Lot 3 Plat, the City shall have the approved Consolidated Lot 16 and Lot 3 Plat recorded in the Land Records for Wicomico County, Maryland and all costs and/or fees associated with the recordation of the approved Consolidated Lot 16 and Lot 3 Plat shall be paid by Developer at its sole cost and expense.
- 3.4 **Site Plan Approval.**
- 3.4.1. By its execution of this Agreement, Developer hereby expressly acknowledges and agrees that, no later than (365) business days from the Effective Date, Developer shall submit a final site plan for the Consolidated Lot Project (the "**Final Site Plan**") to City DID for its review and acceptance thereof, which said Final Site Plan shall provide for the development and construction of the Consolidated Lot Project as contemplated by the Lot 16 and The Green Plan and in accordance with all terms and conditions set forth herein, subject to all applicable state

and local law(s), rule(s) and/or regulations(s) governing final site plans for property development. Upon City DID's acceptance of the Final Site Plan, City DID shall have the Final Site Plan promptly scheduled for consideration and approval by the Planning Commission.

- 3.4.2 In the event Developer shall fail or refuse, for any reason(s) whatsoever (or no reason), to submit the Final Site Plan for the Consolidated Lot Project to DID within (365) business days of the Effective Date, the City, at its sole discretion, may assess the Delayed Performance Penalties (as defined below) in accordance with the terms and conditions contained in Section 3.7.

### 3.5 **Building Permit.**

- 3.5.1 By its execution of this Agreement, Developer hereby expressly acknowledges and agrees that, no later than (545) business days from the Effective Date, Developer shall obtain, or shall have obtained, from the City all building permits necessary for construction of the Consolidated Lot Project (each a "**Building Permit**", and collectively (the "**Building Permits**"). All Building Permits requested by Developer in connection with the Consolidated Lot Project hereunder shall: (i) comply with all applicable federal, state and local law(s), rule(s) and regulation(s) governing the construction of the improvements which are the subject of such Building Permit; and (ii) shall be subject to review and approval by City DID in accordance with its policies and procedures governing the issuance of building permits.
- 3.5.2 In the event Developer fails, to obtain all Building Permits for construction of the Consolidated Lot Project within (545) business days of the Effective Date, due to delay(s) outside the control of Developer and which otherwise do not arise from, or relate to, any breach by Developer of its obligations hereunder, the (545) day period set forth in Section 3.4.1 shall be extended by one (1) day for each and every day of such delay and until such time as the Building Permits are issued by City DID to Developer. Any extension provided Developer under this Section 3.5.2 shall be subject to the prior written approval of the City which shall not be unreasonably withheld. If Developer's failure to obtain all Building Permits for construction of the Consolidated Lot Project within 545 business days of the Effective Date is due, in any part, to Developer's failure to act diligently and promptly in obtaining said Building Permits, then the City shall be able to collect Delayed Performance Penalties as specified below.
- 3.5.3 In the event the Building Permits for construction of the Consolidated Lot Project are not issued by City DID to Developer within Eighteen (18) months from the date Developer submits its request for the issuance of the Building Permits to City DID, provided such delay(s) does not arise from, or relate to, any breach by Developer of its obligations hereunder, including, but not limited to, Developer's obligation to comply with all applicable federal, state and/or local law(s), rule(s) and/or regulation(s) governing the Building Permits for the construction of the Consolidated Lot Project, the Five Hundred Forty Five (545) day period set forth in Section 3.4.1 shall be extended by One (1) day for each and every day of such delay and until such time as the Building Permits are issued by City DID to Developer. Any extension provided Developer under this Section 3.5.3 shall be subject to the prior written approval of the City which shall not be unreasonably withheld.

### 3.6 **Certificate of Occupancy Completion.**

- 3.6.1 Developer expressly acknowledges and agrees that Developer shall (i) substantially complete the Consolidated Lot Project in accordance with all terms and conditions of this Agreement, and as shown on the Lot 16 and The Green Plan (see **Exhibit A**) and the Final Site Plan approved by the Planning Commission, such that Developer shall have secured a Certificate of Occupancy from the City for the Consolidated Lot Project within (36) months from the

Effective Date (the “**C-O Deadline**”). Subject to all applicable federal, state and local law(s), rule(s) and regulation(s) and Developer’s performance of all its obligations in accordance with all terms and conditions of this Agreement, the issuance of a Certificate of Occupancy for the Consolidated Lot Project shall not be unreasonably withheld by the City. (For purposes of this Agreement the term “**Certificate of Occupancy**” shall mean when the structures as contemplated by the Lot 16 and The Green Plan are structurally complete to the point that the building inspector for the City would ordinarily issue an occupancy permit for the referenced building size described herein.)

**3.6.2** Notwithstanding any term to the contrary set forth herein, in the event Developer has not secured a Certificate of Occupancy from the City for the Consolidated Lot Project on or before the C-O Deadline, Developer may, without incurring liability for the Delayed Performance Penalties set forth in Section 3.7, extend the C-O Deadline and the performance of Developer’s obligations under Section 3.6.1, by up to Six (6) months (said extended time period is hereinafter referred to as the “**Extended C-O Deadline**”); provided, however, the right to extend the C-O Deadline granted to Developer under this Section 3.6.2 may be exercised by Developer only once and, if exercised by Developer, such Extended C-O Deadline shall apply to Developer’s completion of the development and construction of all, and not less than all, of the improvements constituting the Consolidate Lot Project as approved by the City for issuance of the Building Permits.

**3.7** **Delayed Performance Penalties.** Except as expressly set forth in Section 3.6.2, in the event Developer fails perform its obligations under each of Section 3.4, Section 3.5 and 3.6, respectively, the City, at its sole discretion, may assess financial penalties (each a “**Delayed Performance Penalty**”, collectively the “**Delayed Performance Penalties**”) against Developer. A Delayed Performance Penalty may be assessed by the City against Developer beginning Ten (10) calendar days from the date of written notice from the City to Developer specifying the obligation(s) Developer failed to performed in accordance with the terms and conditions contained in Section 3.4, Section 3.5 and/or Section 3.6 (said written notice from the City to Developer is hereinafter referred to as a “**Notice of Penalty**”). If Developer fails to cure the default(s) specified in the Notice of Penalty within Ten (10) days from the date of delivery thereof to Developer, the City may, in its sole discretion, assess a Delayed Performance Penalty against Developer in an amount which does not exceed Three Thousand Dollars and 00/100 (\$3,000.00) for each and every month Developer remains in default of its obligation(s) under Section 3.4.1, Section 3.5.1 and/or Section 3.6.1, as the case may be. Notwithstanding any term to the contrary set forth herein, the maximum aggregate amount of the Delayed Performance Penalties the City may assess against Developer under this Section 3.7 shall not exceed Three Hundred Thousand Dollars and 00/100 (\$300,000.00).

**3.8** **Merger.** Parties expressly acknowledge and agree that none of the provisions of this Agreement shall be merged by reason of any deed transferring title to Lot 16 and/or Lot 3 to Developer or any of its successor(s)-in-interest and/or assign(s). The Parties further expressly acknowledge and agree that the terms contained in Sections 3.2, 3.3, 3.4, 3.5, and 3.6, each constitute a material part of the consideration to be received by the City hereunder, without any of which the City would not enter into this Agreement.

**3.9** **Code Covenant.** Developer agrees that all final plans for any and all structures and site improvements constructed by Developer for or in connection with the development of the Consolidated Lot Project by Developer pursuant to its obligations hereunder, including any and all landscaping plans for or relating to the Consolidated Lot Project or any portion(s) thereof, shall comply with all applicable provisions of federal, state and local law(s), rule(s) and/or regulation(s).

- 3.10 Assignment.** Developer may assign all, and not less than all, of its rights, title and interests in and to this and this Agreement to a “**Related Party**” upon delivery of such written notice of assignment to the City, attn: John (“Jack”) R. Heath, Acting Mayor; provided, however, any such assignment by Developer to a Related Party shall be (i) conditioned upon the written acknowledgement and agreement of the Related Party assignee to assume all, and not less than all, of Developer’s obligations and responsibilities hereunder as if such assignee Related Party was the Developer named herein, and (ii) the City’s written approval of the Related Party and acceptance of such the Related Party’s written acknowledgment and agreement prior to the execution thereof by Developer and the Related Party assignee. (For purpose of this Agreement, the term “**Related Party**” shall mean an entity which is owned by and controlled by the Developer or by the same principals as Developer.)
- 3.11 Cooperation.** The City shall make good faith efforts regarding the consideration of any request submitted by Developer for approval of any financing incentive(s), including by way of example only: Payment in Lieu of Taxes, Enterprise Zone designation, Comprehensive Connection Fee Waiver(s), Building Permit Fee(s) Waiver(s), Riverwalk Reimbursement Program benefits, and/or public funding for public spaces. Further, the City acknowledges Developer may lease certain commercial space located within the Consolidated Lot Project for use as a restaurant(s); and, provided the restaurant-tenant’s request and application for an alcoholic beverage license for use in connection with the operation of a restaurant located at the Consolidated Lot Project is in compliance with all applicable laws and regulations applicable to the request and/or issuance of an alcoholic beverage license, the City shall not unreasonably obstruct the Wicomico County Board of License Commission’s consideration of such alcoholic beverage license request and/or application therefor. Nothing in this section shall be construed to require the City to waive any of its ordinary rules, regulations, requirements, and laws.

#### ARTICLE IV

#### **DEFAULT BY DEVELOPER OR THE CITY**

- 4.1. Default by Developer.** In the event of Developer’s failure or refusal to perform its obligations in accordance with the terms and conditions of this Agreement, or by reason of any misrepresentation by Developer under this Agreement existing on the Effective Date (any of which shall be considered a “**Developer’s Default**”), the City shall have the right to pursue all remedies available to the City, at law and/or in equity, as a result of any Developer’s Default, which said remedies available to the City under this Section 4.1 shall include, but not be limited to, the City’s right to terminate this Agreement upon written notice thereof to Developer and the City’s the right to seek damages against Developer arising from or relating to such Developer’s Default.

#### ARTICLE V

#### **MISCELLANEOUS**


- 5.1 Risk of Loss to Lot 16.** Subject to the terms as set forth in the Parking Agreement, risk of loss as to Lot 16 shall pass as of the Effective Date.
- 5.2 Assignment.** Except as set forth in Section 3.10, neither City nor Developer may assign this Agreement or any of their respective rights or obligations hereunder, in whole or in part, without the prior written consent of the other party. Except as set forth in Section 3.10, any attempt by a party hereto to assign this Agreement or such party’s right(s) and/or obligation(s) hereunder without the prior written consent

of non-assigning party, such assignment shall be deemed void and of no force and effect in any way whatsoever.

**5.3 Notice.** Any notice, request, demand, consent, approval and other communications (“**Notice**”) under this Agreement shall be in writing, and shall be sent by personal delivery, reputable overnight courier service or certified mail, postage prepaid, return receipt requested. Each Notice shall be sent, addressed to the party for whom it is intended at its address set forth below or to such other address as it may designate for the delivery of Notices to it by giving at least five (5) days prior Notice to the other party in accordance with this Section 5.3:

**If to Developer:** 318 W. Carroll Street, STE A  
Salisbury, Maryland 21801

**If to City:** City of Salisbury Executive Office  
115 S. Division Street  
Salisbury, Maryland 21801

 **With a copy to:** Batie Law, LLC  
c/oReena J. Patel, Esq.  
1321 Mt. Hermon Road, Suite B  
Salisbury, MD 21804

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

**5.4 Integration; Waiver.** This Agreement constitutes the entire understanding between the Parties hereto with respect to the matters set forth herein and the transactions contemplated hereunder, and all prior agreements, understandings, representations and statements, oral or written, relating to the subject matter of this Agreement, including, expressly, the Lot 16 Land Disposition Contract and the Lot 3 Land Disposition Contract (as defined hereinabove), are merged herein and superseded and canceled by this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except in a writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party hereto of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

**5.5 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to its conflicts of laws principles.

**5.6 Waiver by Jury.** EACH OF THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES TO ONE ANOTHER AND/OR ANY CLAIM, INJURY OR DAMAGE ARISING FROM OR CONSEQUENT UPON THIS AGREEMENT.

- 5.7 **Professional Fees.** In the event a party hereto brings any action or proceeding against another party hereunder by reason of any breach of any covenant, agreement or provision on the part of the other party arising out of this Agreement, then the prevailing party shall be entitled to recover from the other party all actual costs and expenses of the action or proceeding, including reasonable attorneys', accounting, engineering and other professional fees.
- 5.8 **Construction.** The captions in this Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. All references in this Agreement to Articles, Sections and Exhibits are references to the Articles and the Sections of this Agreement and the Exhibits attached hereto. This Agreement, and all the terms and conditions thereof, shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. All Exhibits attached hereto are incorporated herein by reference.
- 5.9 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors, assigns and heirs. If more than one person and/or entity shall execute this Agreement as Developer or subsequently becomes Developer hereunder, then the liability of each such person and entity hereunder, and under each document or other instrument required to be executed and delivered by Developer as contemplated by this Agreement or otherwise, shall be joint and several.
- 5.10 **Severability.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 5.11 **No Third-Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of the City and Developer only and are not for the benefit of any third party. Accordingly, no third party shall have the right to enforce the provisions of this Agreement or any documents to be executed and delivered at or in connection with Closing.
- 5.12 **Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Developer shall, if requested by the City, execute acknowledgments of receipt with respect to any materials, deposits or other items delivered by the City to Developer.
- 5.13 **Recitals.** The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Agreement.
- 5.14 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

*[The remainder of this page is intentionally left blank]*  
*[SIGNATURES APPEAR ON THE PAGE THAT IMMEDIATELY FOLLOWS]*



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

**WITNESS/ATTEST:**

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

**“DEVELOPER”:**

**Davis Strategic Development, LLC**

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

**THE “CITY”:**

**City of Salisbury, Maryland**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
John “Jack” R. Heath, Acting Mayor

**EXHIBIT A**

*Lot 16 and the Green Plan*

# Lot 16 Development

---

Davis Strategic Development  
318 West Carroll Street, Unit A, 2nd Floor  
Salisbury, MD 21801  
(240) 994-6481



# Contents

1. Proposal Summary.....	3
2. Market Analysis.....	4
2.1. Demographics.....	4
2.2. Building Location.....	5
2.3. Salisbury Market.....	6
3. Building Features.....	7
3.1. Amenities.....	7
3.2. Unit Features.....	8
3.3. Pedestrian Traffic.....	9
4. Construction.....	10
4.1. Becker Morgan.....	10
4.2. Concept Pictures.....	11
4.3. Site Plan.....	11
4.4. Compatibility.....	12
4.5. Scope of Work.....	12
4.6. Timeline.....	13
4.7. Environmental Impact/ Utility Connection.....	13
5. Current Progress.....	13
6. Financing.....	14
6.1. Financing Proposal.....	14
6.2. Financing Incentives.....	14
7. The Davis Strategic Team.....	15
7.1. Key Personnel.....	15
7.2. Property Management.....	16
7.3. Davis Strategic Sales Team.....	16
8. Previous Projects.....	17

# 1. Proposal Summary

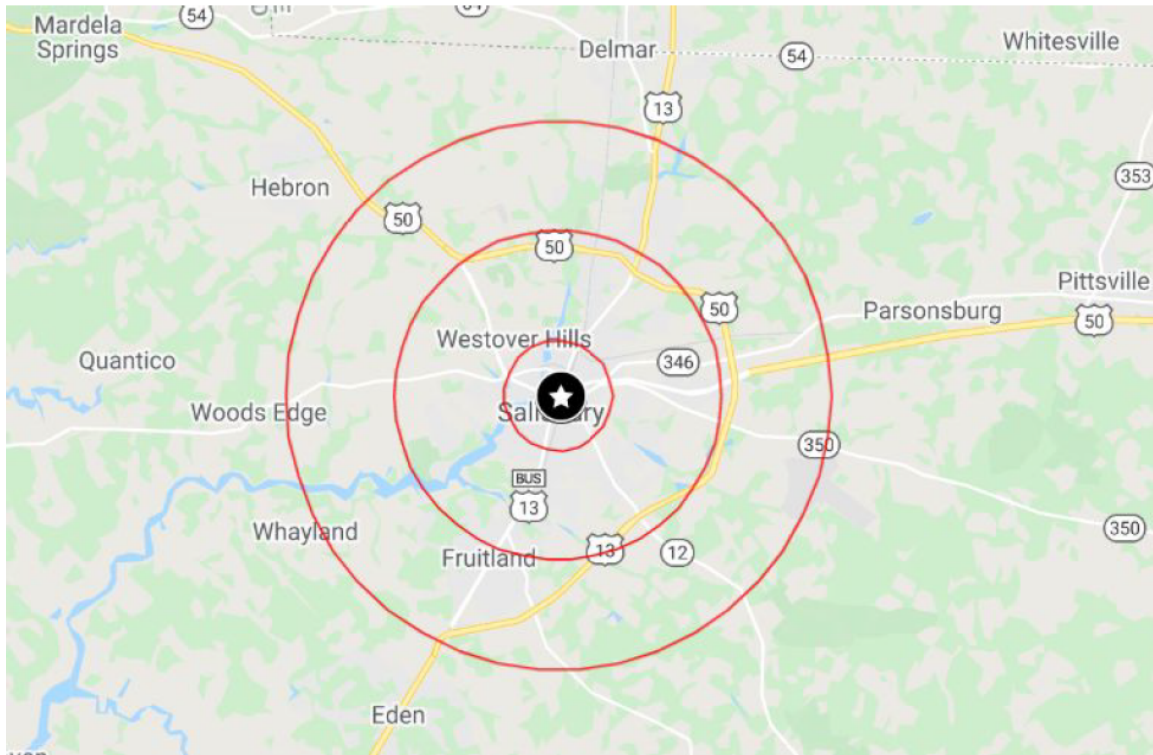
This project will consist of a multi-story luxury waterfront apartment building in downtown Salisbury with first floor parking and retail on the Lot 16 and Salisbury Green space. This property is currently being used as a parking lot and small pavilion area and was purchased by Davis Strategic Development. We will build a four-story building with first floor parking, and a first-floor lobby, as well as retail space. The top floor will feature an outdoor patio area with a clear view of the newly constructed Salisbury amphitheater. It will also feature a fitness room, lounge area, and computer study room. The site will be fully enclosed to allow for enhanced security but will still include a garden and exterior seating to allow for tenants to enjoy the Salisbury Riverwalk.

A walking bridge adjacent to the property allows for quick access to TidalHealth Peninsula Regional, where we plan to heavily market this project.



## 2. Market Analysis

### 2.1. Demographics<sup>1</sup>

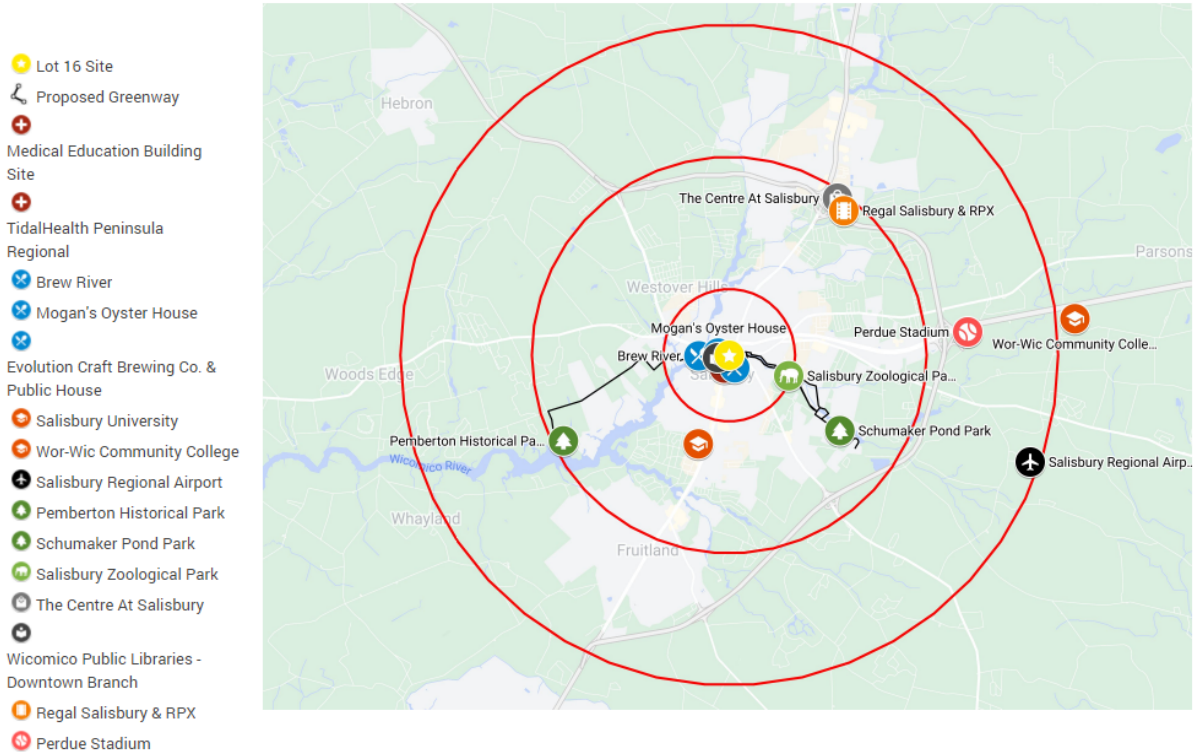


<b><u>Population</u></b>	<b><u>1 Mile</u></b>	<b><u>3 Miles</u></b>	<b><u>5 Miles</u></b>
Population (Est.)	11,351	50,116	71,356
Median Age	35.0	34.1	35.6
<b><u>Households</u></b>	<b><u>1 Mile</u></b>	<b><u>3 Miles</u></b>	<b><u>5 Miles</u></b>
Total Households	4,424	19,906	27,055
Average Persons per HH	2.54	2.56	2.58
Median HH Income	\$42,423	\$49,536	\$57,730
Median Home Value	\$141,752	\$172,591	\$187,177
Homeownership %	30.5%	39.4%	49.3%

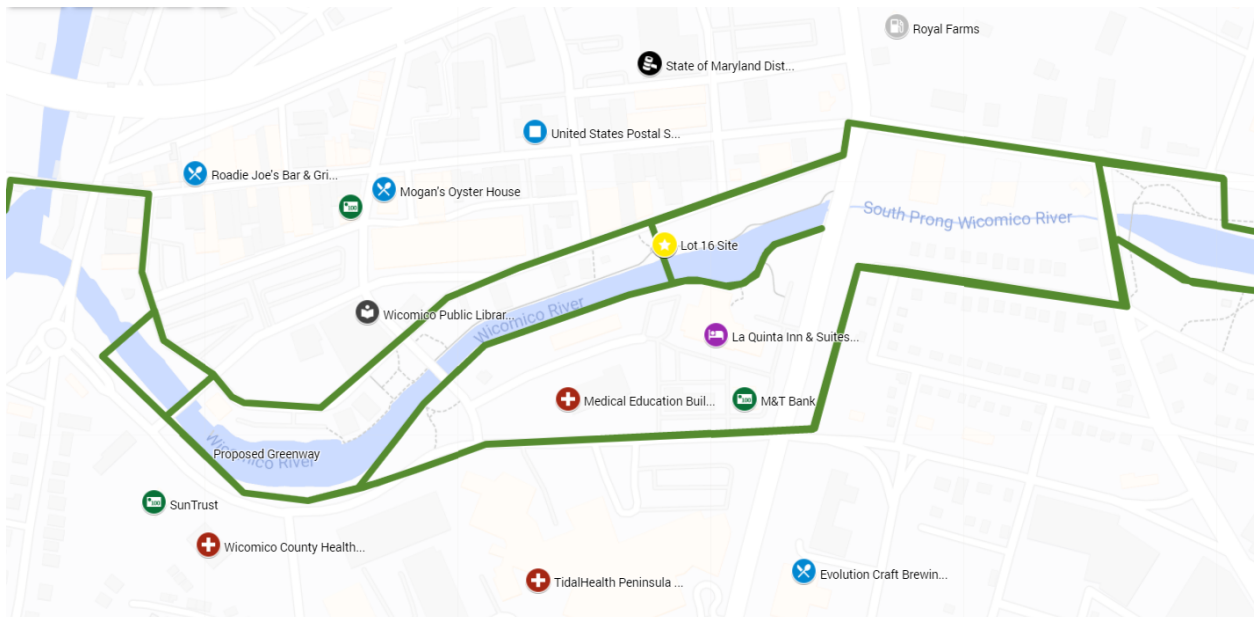
<sup>1</sup> Source: Missouri Census Data Center - Circular Area Profiles (CAPS) (Derived From 5-Year Period Estimates, Vintage 2018)

## 2.2. Building Location

### 2.2.1. 5 Mile Radius



### 2.2.2. Downtown Salisbury Map



### 2.2.3. Lot 16 Site and Surrounding Area



## 2.3. Salisbury Market

The Downtown Salisbury area has seen a renaissance of sorts in recent years, mainly driven by the ambitious 20-year master plan that was signed into effect by the city in 2016. The plan outlines \$640mm of public and private investment to be spent on projects from 2015-2035. These projects included streetscape improvements, improving the downtown infrastructure, realigning Rt. 50, and widespread commercial redevelopments<sup>2</sup>. The area has already been drastically developed with more improvements being made every day.

Our Lot 16 development is just one of many projects outlined in the aforementioned 20-year master plan, however there are a number of other projects outlined that significantly increase Lot 16's practicality.



### **2.3.1. Streetscape Work (\$34.65mm) (Completed)**

The streetscape renovations will include drainage improvements, lighting, paving, benches, signage, and receptacles. These will all be utilized to benefit the public.

### **2.3.2. Salisbury Greenway (\$15mm)**

The Salisbury Greenway is a project that will connect people to communities, parks, and businesses by creating nine miles of paths which will include both sidewalks and two-way bike lanes. The path will start at Pemberton Park, navigate through the downtown area, and end at Schumaker Pond Park.

## **3. Building Features**

### **3.1. Amenities**

#### **3.1.1. On-Site Secured Parking/Overflow Parking**

First floor secured parking will be offered for all apartments. Each apartment will be given a parking space, but the unit mix will be almost exclusively one bedroom apartments. We hope to include several parking spaces for the commercial user.

#### **3.1.2. Sky Lounge**

This partially covered outdoor roof deck will allow tenants to enjoy the outside with the luxury of not being disturbed by outside guests.

Lounge chairs, glass railings, and access to an indoor lounge will allow tenants to enjoy an outdoor experience without needing to leave the comfort of the building. We will plan indoor and outdoor movie/game nights to help promote these amenities and create a sense of community for everyone that lives in the building.

### **3.1.3. Elevator**

The lobby will feature a handicap accessible elevator that accesses all floors. Two stair towers will allow for secondary access out of the building as well. We are hoping to utilize a glass elevator allowing passengers to view downtown Salisbury on the ride up and down.

### **3.1.4. Fitness Room**

The building will feature a 24-hour fitness room with a view of the river and amphitheater. This 4th floor fitness room will offer a big city feel to working out. The low room count will ensure it is not overcrowded.

### **3.1.5. Yoga/ Fitness Studio**

Adjacent to the fitness room we will offer a yoga studio allowing for tenants to join a free monthly yoga class, which we will offer, as well as giving them a quiet space to do yoga, stretch, meditate, or any other activity that they desire.

### **3.1.6. Computer Room**

This will be a small conference room that will have a white board, two computers, and a table that will allow tenants a place to escape to do work or use the computers for browsing. An iPad tied into the internet with a free app will allow for easy scheduling.

### **3.1.7. High-Speed Fiber Internet**

We currently own and operate Simple Fiber, in conjunction with MD broadband, and will be able to supply every apartment with high-speed fiber optic internet.

## **3.2. Unit Features**

### **3.2.1. Kitchens**

Kitchens will feature quality granite countertops and stainless-steel appliances to add a modern urban feel, as well as garbage disposals and countertop seating.

### **3.2.2. Laundry**

Each apartment will have a fully functioning washer and dryer.

### **3.2.3. Bathrooms**

All bathrooms will feature one-piece shower/tub shells to ensure that minimum repairs will be needed over time. We will accent the bathrooms with modern vanities and decorative lighting to evoke a very modern feel.

### **3.2.4. Bookshelves**

We will install built-in bookshelves throughout the building creating a very classy, upscale feel to the apartments.

### **3.2.5. Oversized Windows**

All the apartments will have oversized windows in the living room to give the best view of the beautiful river and amphitheater. We will have decks on each unit to ensure people have a way to sit outside within their personal spaces, we will also include some exterior vegetation to add to the aesthetics and eco friendly design goals.

## **3.3. Pedestrian Traffic**

We will leave the walking bridge that crosses the Wicomico River and design a garden adjacent to the building along the Riverwalk. Some areas will feature seating, but the space will predominantly be filled with flowers and greenery. The goal of building the space will be to provide a casual modern outdoor recreation area where people can relax, eat, and enjoy the river. This facility sits between TidalHealth Peninsula Regional and downtown Salisbury. It is vital to all parties that this project has a

recreational feel that promotes the flow of traffic between downtown and the surrounding uptown areas. We will create a safe, beautiful space that can be utilized by residents and the public alike.

## 4. Construction

Construction of this project will be completed by Davis Strategic Development, who handles a variety of large-scale commercial construction projects. Becker Morgan has been selected as the architect for this project. A general contractor will be hired within the drawings phase of the project.

### 4.1. Becker Morgan



Becker Morgan Group is a full-service design firm specializing in architecture, engineering, surveying, land planning, and interior design. They bring a holistic approach that encompasses the entire design process from concept to occupancy. Since their founding in 1983, Becker Morgan Group has been committed to responsive customer service, design excellence, and problem solving utilizing creative yet functional design. Their dynamic team of multi-disciplined professionals provides design solutions that contribute to the quality of the built environment while achieving a project's specific goals<sup>2</sup>.

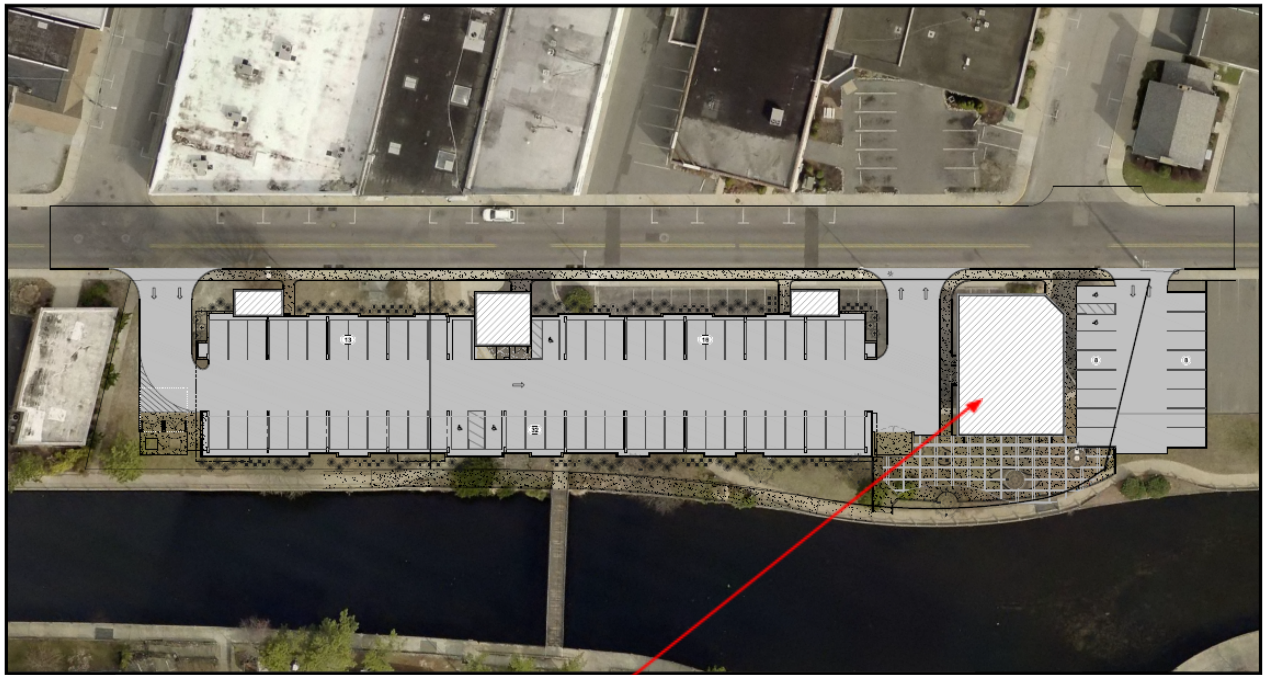
---

<sup>2</sup> <https://www.beckermorgan.com/>

## 4.2. Concept Pictures



## 4.3. Site Plan



(Retail will now be attached to main structure, not as shown above)

## **4.4. Compatibility**

In recent years, the City of Salisbury has been pushing to retain university graduates to fill well paid local positions, as well as attracting high paying jobs to the area. We believe that a lack of quality, modern style housing in downtown Salisbury is constraining this goal. Our plan is to build a location catered to professionals who are looking to live near their work, or a more urbanized walkable lifestyle. The market currently lacks many 1 bedroom apartments and forces individuals to rent 2 and 3 bedroom units even if they don't need the additional space or cost, especially if they are working on the shore for only a couple of years. Our apartments will be designed to attract tenants who enjoy living within walking distance of a wide variety of restaurants, entertainment, shopping, and many other services, which has become the trend all around the country. Through our experience in other markets, we have learned that these features will allow us to increase the rental rates, and in turn offer amenities that other apartment complexes cannot. These new residents are likely to be regular customers of Salisbury's downtown businesses and will be a strong contributor to the economic growth of downtown. Our project will raise the standard for design and living in downtown Salisbury and make it a magnet for the community and surrounding areas to live, shop, and dine.

## **4.5. Scope of Work**

### **4.5.1. Design**

Our team plans to build a five-story apartment building that would feature first floor parking under the building, as well as overflow parking spaces adjacent to the building. A central elevator will provide access to the upper floors and rooftop. One goal within our initial design is to incorporate a rooftop deck/ lounge. This space will be a communal area for residents featuring elegant outdoor seating arrangements, indoor kitchen, ping pong table, study room, yoga

studio, and gym. The deck will be oriented towards the riverside to provide an excellent view, while remaining largely hidden from the street.

#### **4.6. Timeline**

Once Davis Strategic obtains acceptance of this proposal we will immediately begin the approval process, along with MDE approvals. We plan to break ground within 12 months and have the project completed in 24 months.

#### **4.7. Environmental Impact/ Utility Connection**

Davis Strategic has completed core samples on the site to ensure no contaminations occur on site. Davis Strategic has also obtained the engineering needed to determine where water sewer and stormwater will need to be tied in. There is a storm water pipe that will potentially need to be routed around the building, but final designs will determine this work. Water and sewer on Market Street is adequately sized for this project already and will simply require new laterals being installed. Sidewalks on the site will be cut to allow for new entry to the site and will be put back to city standards. All new utilities will be installed on the site.

### **5. Current Progress**

Up to this point the team has:

- Developed blueprints, performed soil and site sampling.
- Purchased the site, clear of any debt.
- Gained an easement to take away more sidewalk leading up to the Riverwalk.
- Obtained EDU waivers from the city.

- Obtained historic board approval for basic concept design and site alterations.
- Selected the architect team to establish a coalition for moving forward.
- Obtained a ten-year tax credit for all low voltage costs associated with this project.
- Engaged Bank of Delmarva for initial financing

## **6. Financing**

### **6.1. Financing Proposal Outline**

This project's financials are currently being finalized but we expect a final budget of approximately \$15,000,000. We have applied for several state grants that would determine part of the final cost and scope.

### **6.2. Financing Incentives**

#### **6.2.1. EDU Waiver**

The City of Salisbury has waived the water supply fee charge normally associated with building in the city. This is the equivalent of \$316,000.

#### **6.2.2. HORIZON Program**

The City of Salisbury and Wicomico County have each passed their own version of the HORIZON Program. The HORIZON Program allows developers of hotel/multifamily projects in excess of \$10mm to have their new property taxes slowly increased, rather than billed at time of reassessment.

#### **6.2.3. Here is home Program**

The City of Salisbury enacted the here is home Program several years ago and Davis Strategic successfully applied for the credit. This



credit waives some of the cities construction fees associated with building the project.

#### **6.2.4. Opportunity Zone**

This project is within the opportunity zone for any potential investors.

#### **6.2.5. Strategic Demolition**

The City of Salisbury recently applied for strategic demolition funding to go towards this project. This is one of several grants the team will continue to apply for in hopes of adding additional resources to the project.

## **7. The Davis Strategic Team**

### **7.1. Key Personnel**

#### **7.1.1. Bret Davis (Owner/Developer)**

A Salisbury University graduate with a degree in International Business Administration, Bret handles the administrative and sales operations for the organization. Bret owns the Davis Strategic Group of Keller Williams, a sales team that specializes in commercial real estate sales and leasing. This team works hand-in-hand with Davis Strategic Development to ensure quality tenants lease the spaces within the buildings they develop. Bret is also an instructor for real estate courses at Wor-Wic Community College as well as teaching finance classes at the university.

#### **7.1.2. Kirk Davis (Owner/Developer)**

Kirk graduated from St. Mary's College of Maryland and has a background in construction management. After college he formed

Davis Productions, an entertainment company that hosted outdoor events, and an annual haunted house that drew thousands of people from throughout the tri-state area. Through Davis Productions he began to specialize in electrical installations and went on to work at various electrical companies. At Vivint Solar he worked as a project manager, building new power generation systems capable of producing thousands of kilowatts of electricity. He currently serves as the Chief Operations Officer for Davis Strategic Development and works with the growing staff of employees and contractors on ever-evolving projects.

## **7.2. Property Management**

The Davis Strategic team currently manages our portfolio of properties in-house and will provide property management for this project as well. We manage more than 200 apartments across the eastern shore as well as over 100 commercial tenants. We will utilize our leasing and management team which has successfully leased dozens of other apartments downtown.

## **7.3. Davis Strategic Sales Team**

Bret Davis currently heads the Davis Strategic Sales Team, which runs through Keller Williams Realty of Delmarva. The team previously represented the City of Salisbury for years as their residential real estate representatives. The team is extremely familiar with the downtown area and believes they can quickly and effectively lease the apartments as well as the first floor commercial space.

## 8. Previous Projects

Davis Strategic Development has performed work on a wide variety of commercial properties, including multifamily, retail, office, and warehouse space. We have remodeled 12 different buildings within the downtown area over the past 6 years. We have 27 current apartments downtown that all stay leased consistently and are good indicators for this project. Our team is committed to improving the Salisbury area, along with the whole eastern shore. We have and will continue to work tirelessly to help bring life back to downtown. We aim to hold the same standard to this project that we have our others and will make sure to work with the city and community to create a project that helps continue that progress.

**EXHIBIT B**

*Consolidated Lot 16 and Lot 3 Plat*



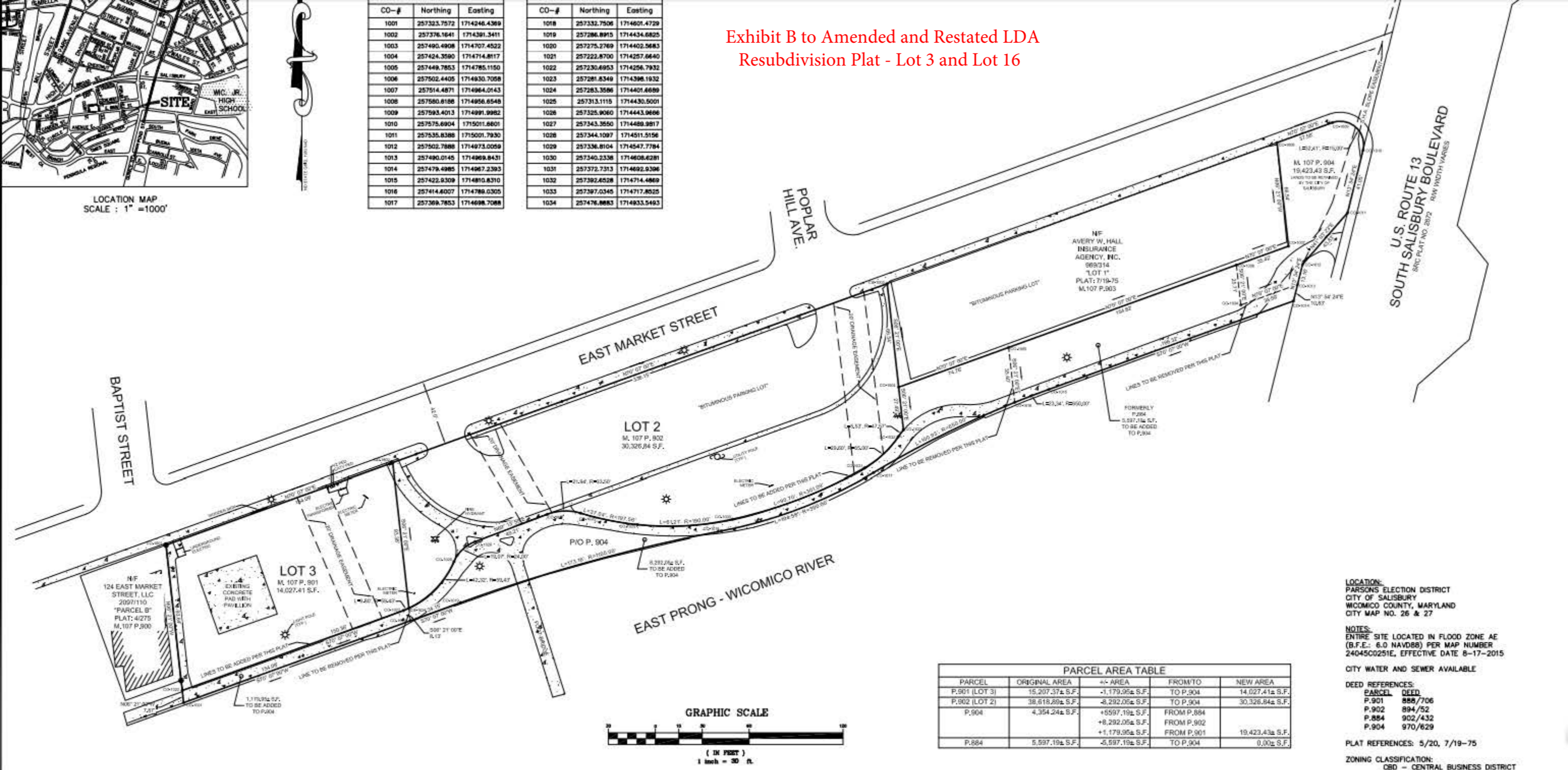
LOCATION MAP  
SCALE: 1" = 1000'



CO-#	Northing	Easting
1001	257323.7572	1714246.4369
1002	257376.1641	1714361.3411
1003	257490.4908	1714707.4522
1004	257424.3590	1714714.8117
1005	257449.7853	1714785.1150
1006	257502.4405	1714930.7058
1007	257514.4871	1714964.0143
1008	257580.8188	1714956.6548
1009	257593.4013	1714991.9952
1010	257575.6904	1715011.6601
1011	257535.8388	1715001.7930
1012	257502.7888	1714973.0059
1013	257490.0145	1714969.8431
1014	257479.4985	1714967.2393
1015	257422.9309	1714810.8310
1016	257414.8007	1714788.0305
1017	257369.7853	1714698.7088

CO-#	Northing	Easting
1018	257332.7506	1714601.4729
1019	257286.8915	1714434.6825
1020	257275.2769	1714402.5683
1021	257222.8700	1714257.6640
1022	257230.6953	1714256.7932
1023	257281.8349	1714396.1932
1024	257283.3586	1714401.6689
1025	257313.1115	1714430.5001
1026	257325.9060	1714443.9666
1027	257343.3550	1714489.9817
1028	257344.1097	1714511.5156
1029	257336.8104	1714547.7784
1030	257340.2338	1714608.6281
1031	257372.7313	1714692.9306
1032	257392.6528	1714714.4869
1033	257397.0345	1714717.8525
1034	257476.8883	1714933.5493

Exhibit B to Amended and Restated LDA  
Resubdivision Plat - Lot 3 and Lot 16



BAPTIST STREET

POPLAR HILL AVE.

SOUTH SALISBURY BOULEVARD  
SNC PLAT NO. 2872  
R/W WIDTH VARIES

EAST MARKET STREET

LOT 2  
M. 107 P. 902  
30,326.84 S.F.

LOT 3  
M. 107 P. 901  
14,027.41 S.F.

EAST PRONG - WICOMICO RIVER

NF  
AVERY W. HALL  
INSURANCE  
AGENCY, INC.  
969314  
"LOT 1"  
PLAT: 7/19-75  
M.107 P.903

FORMERLY  
P.284  
5,597.19± S.F.  
TO BE ADDED  
TO P.904

PARCEL	ORIGINAL AREA	+/- AREA	FROM/TO	NEW AREA
P.901 (LOT 3)	15,207.37± S.F.	-1,179.96± S.F.	TO P.904	14,027.41± S.F.
P.902 (LOT 2)	38,618.89± S.F.	-8,292.05± S.F.	TO P.904	30,326.84± S.F.
P.904	4,354.24± S.F.	+5,597.19± S.F.	FROM P.884	19,423.43± S.F.
		+8,292.05± S.F.	FROM P.902	
		+1,179.96± S.F.	FROM P.901	
P.884	5,597.19± S.F.	-5,597.19± S.F.	TO P.904	0.00± S.F.



LOCATION:  
PARSONS ELECTION DISTRICT  
CITY OF SALISBURY  
WICOMICO COUNTY, MARYLAND  
CITY MAP NO. 26 & 27

NOTES:  
ENTIRE SITE LOCATED IN FLOOD ZONE AE  
(B.F.E.- 6.0 NAVD88) PER MAP NUMBER  
24045C0251E, EFFECTIVE DATE 8-17-2015

CITY WATER AND SEWER AVAILABLE

DEED REFERENCES:  
PARCEL DEED  
P.901 888/706  
P.902 894/52  
P.884 902/432  
P.904 970/629

PLAT REFERENCES: 5/20, 7/19-75

ZONING CLASSIFICATION:  
CBD - CENTRAL BUSINESS DISTRICT

- GENERAL NOTES**
- Water and sewer capacity exists and will be reserved for this subdivision; subject to Municipal, State and Federal laws and regulations.
  - Private irrigation lines shall not be installed in City right-of-ways or easements without written approval of Salisbury Public Works.
  - Owner/Developer, and subsequent Owners, their successors and assigns, shall not modify the individual lot grading plans and/or the Improvements Construction Plan, as approved by the Salisbury Public Works, with construction, grading, or landscaping.
  - No construction of any structural improvements, plant trees, shrubs or place any landscaping other than grass in or on the easement area, including in the air rights over the easement hereby conveyed permitted, without the prior written consent of the City of Salisbury.

**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 No. 21358, Expiration Date: 07/17/2019.

City of Salisbury, owner.  
Jacob R. Doy, Mayor

**FOREST CONSERVATION NOTE:**  
THIS PLAT IS EXEMPT FROM THE FOREST CONSERVATION ACT ACCORDING TO CHAPTER 126-4, ARTICLE III(8)(5)(a)) OF THE WICOMICO COUNTY CODE. "BOUNDARY LINE ADJUSTMENT" REF. FCA (E)#

Wicomico County Health Department

**APPROVALS**

Planning & Zoning	
Director	Date
Dept. of Public Works	

**RESUBDIVISION**  
LANDS OF  
**CITY OF SALISBURY, MD**  
MAP 107, PARCELS 884, 901, 902 & 904  
(KNOWN AS "SALISBURY GREENS" AND "PARKING LOT 16")

**CITY of SALISBURY**

DWG. NO. DCA-17-015  
DATE:

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

**ORDINANCE NO. 2835**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE  
MAYOR TO APPROPRIATE FUNDS FOR LAND ACQUISITION FOR  
NORTH PRONG PARK PROJECT.**

**WHEREAS**, the City of Salisbury has determined the acquisition of two parcels will enhance the North Prong Park; and

**WHEREAS**, the two parcels and required environmental assessments are estimated to require \$67,123 of additional funding after application of a Program Open Space grant; and

**WHEREAS**, funding for the two parcels shall be provided by transferring \$23,591 in PayGO from General Fund, reallocation of \$43,531.35 in PayGO funds no longer required for the MainStreet Master Plan, and \$1,925 in funds previously allocated to the North Prong Park project; and

**WHEREAS**, the appropriations necessary to execute the appropriation of \$67,123, 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.** Acting Mayor John R. Heath is hereby authorized to appropriate funds for the North Prong Park project in the amount of \$67,123.

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

**Section 2.** The City of Salisbury’s FY24 General Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Expense	None	Transfer – General Capital Projects	91001-599109	21,666.65
Increase	Revenue	None	Use of Surplus	01000-469811	21,666.65

33  
34  
35  
36  
**Section 3.** The City of Salisbury’s General Capital Project Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Decrease	Revenue	MainStreet Master Plan	Pay Go Funds	98019-469313-48022	43,531.35
Decrease	Expense	MainStreet Master Plan	Construction	98119-513026-48022	43,531.35
Increase	Revenue	North Prong Park	Pay Go Funds	98019-469313-48039	65,198.00
Increase	Expense	North Prong Park	Land	98118-577010-48039	65,198.00

39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71

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

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

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

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

**Section 7.** 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.

**ATTEST:**

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

\_\_\_\_\_  
**April R. Jackson, City Council President**

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

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





52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66

**ATTEST:**

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

\_\_\_\_\_  
April R. Jackson, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2023.

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

## FY 2024 Fee Schedule

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

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

Misc. Fees (by Finance)			
<b>Return Check Fee</b>	40		

MPIA Request Fees (by All Departments)			
<b>First two hours processing request</b>	Waived		
<b>Work exceeding two hours, Departments will charge attorney hourly fee (if applicable) and hourly fee for department staff</b>	*	Varies by Department	

## FY 2024 Fee Schedule

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

Landlord Licenses and Other Misc. fees (by the HCDD Department)		
<b>Landlord License Fee 1<sup>st</sup> Year</b>		Per Code 15.26.050
If paid within 60 days	120	
If paid by between 61-150 days	185	
If paid after 150 days	315	
<b>Landlord License Unit Registration 1<sup>st</sup> Year</b>		Per Code 15.26.040
If paid within 60 days	120	
If paid by between 61-150 days	185	
If paid after 150 days	315	
<b>Landlord License Fee Renewal</b>		Per Code 15.26.060
if paid by March 1st	75	
if paid 3/2 - 7/1	140	
if paid > 7/1	270	
<b>Landlord License Unit Registration Renewal</b>		Per Code 15.026.060
if paid by March 1st	75	per unit
if paid 3/2 - 7/1	140	For first unit plus \$88 for each additional unit
if paid > 7/1	270	For first unit plus \$96 for each additional unit
<b>Administrative Fee for Fines</b>	100	
<b>Foreclosed Property Registration</b>	1,000	One-time fee, Per Code 15.21.040
<b>Re-inspection Fee</b>	100	On each citation, Per Code 15.27.030
<b>Appeal Procedure Fees (Enforced by HCDD)</b>		
<u>Title - 8 Health and Safety Code Appeal</u>	<u>200</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 12 Streets, Sidewalks and Public Places Code Appeal</u>	<u>200</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.22 Vacant Buildings Code Appeal</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.26 Rental Registration</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.27 Chronic Nuisance Property</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.24.280 Condemnation</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.24.325 Plan for Rehabilitation</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.24.350 Failure to Comply with Demolition Order</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.24.950 Occupancy</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.24.1640 Order to Reduce Occupancy</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title – 17 All requests for variances, special exceptions and other zoning appeals</u>	<u>150</u>	<u>Per appeal/application, plus advertising costs if required</u>
<u>All other appeals/applications to the Board of Appeals</u>	<u>150</u>	<u>Per appeal/application, plus advertising costs if required</u>

## FY 2024 Fee Schedule

Residential Vacant Building Registration	\$200	Per year, Per Code 15.22.040														
Residential Vacant Building Annual Inspection Fee	\$100	Per year, after first fiscal year – Per Code 15.22.040														
Residential Vacant Building Annual Fee	Variable, see chart below															
<table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;">Number of Years Vacant</th> <th style="text-align: left;">Annual Fee</th> </tr> </thead> <tbody> <tr> <td>1 year</td> <td>200</td> </tr> <tr> <td>2 years:</td> <td>500</td> </tr> <tr> <td>3-4 years:</td> <td>750</td> </tr> <tr> <td>5-9 years:</td> <td>1,000</td> </tr> <tr> <td>10 years:</td> <td>1,500</td> </tr> <tr> <td>More than 10 years vacant:</td> <td>2,000, plus \$500 for every year the property remains vacant</td> </tr> </tbody> </table>			Number of Years Vacant	Annual Fee	1 year	200	2 years:	500	3-4 years:	750	5-9 years:	1,000	10 years:	1,500	More than 10 years vacant:	2,000, plus \$500 for every year the property remains vacant
Number of Years Vacant	Annual Fee															
1 year	200															
2 years:	500															
3-4 years:	750															
5-9 years:	1,000															
10 years:	1,500															
More than 10 years vacant:	2,000, plus \$500 for every year the property remains vacant															
Nonresidential Vacant Building and Non-residential Vacant Lot Registration	\$500															
Nonresidential Vacant Building Annual Inspection Fee	\$150	Per year, after first fiscal year – Per Code 15.22.040														
Nonresidential Vacant Building Annual Fee	Variable, See Chart Below	Per year, Per Code 15.22.040														
<table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;">Assessed Value between</th> <th style="text-align: left;">Annual Fee</th> </tr> </thead> <tbody> <tr> <td>\$0 - \$500,000</td> <td>\$500</td> </tr> <tr> <td>\$500,001- \$5,000,000</td> <td>\$2,000</td> </tr> <tr> <td>\$5,000,001 and over</td> <td>\$5,000</td> </tr> </tbody> </table>			Assessed Value between	Annual Fee	\$0 - \$500,000	\$500	\$500,001- \$5,000,000	\$2,000	\$5,000,001 and over	\$5,000						
Assessed Value between	Annual Fee															
\$0 - \$500,000	\$500															
\$500,001- \$5,000,000	\$2,000															
\$5,000,001 and over	\$5,000															
Nonresidential Vacant Lot Annual Fee	\$0.10 per sqft, or \$500, whicheve															

## FY 2024 Fee Schedule

	r is greater	
--	-----------------	--

Community Center Rental Fee		
Truitt Community Center – Gymnasium	35	Per hour
Truitt Community Center – Multi-purpose Field	10	Per hour
Newton Community Center – Community Room	20	Per hour
Newton Community Center – Kitchen	20	Per hour
Newton Community Center – Resource Office	15	Per hour
Community Center – Supplies, per Item	Vary	Each
Community Center – Equipment, per Item	Vary	Each

Misc. Fees (by Field Operations)		
<b>Outdoor Rental Space – Small Family Functions, up to 20 people</b>		
Park Pavilion	25	Per day w/o RR
<b>Outdoor Rental Space – Large Private Function or Public Events</b>		
Park Pavilion (with restrooms)	75	Per Day W RR
Rotary/Bandstand, Doverdale, Lake Street	100	Per Day W RR
Amphitheater <u>or Riverwalk Games Park</u>	<del>160</del> 175	Per day
Amphitheater Hourly Rental <u>or Riverwalk Games Park</u>	25	Per hour weekend (max 2-hour block), as is
Amphitheater Hourly Rental <u>or Riverwalk Games Park</u>	10	Per hour weekday (max 2-hour block), as is
Park Pavilion (no restrooms): Jeanette P. Chipman Boundless, Kiwanis, Marina Riverwalk, Market Street, Newton-Camden Tot Lot, Waterside	50	Per day
Streets /Parking Lots	100 <del>1st</del> Per St and 50 each add	Per day
5K Race	150	Per day
City park, designated park area or amenity not listed	50	Per day
Ball field/ Basketball Court / Tennis Court	10 and 40 w/lights	Per hour
<b>Personnel</b>		
Site Supervisor Suggest \$25.00/ Site Coordinator	25	Per hour
Maintenance Labor	25	Per hour
Security/Police/EMS/FIRE (per person)	60	Per hour. 3 hours minimum or \$180
<b>Supplies &amp; Equipment</b>		
Maintenance Supplies (as required)	Vary	
Sports Equipment	Vary	
Additional Trash Cans - Events with over 200 people require additional trashcans, recycle or compost bin and a recycling plan.	5	Per Container
Barrier Fence (Snow Fence)	1	Per Linear Foot
<b>Traffic Control Devices</b>		
Hard Stop Dump truck/other	50	Per day

## FY 2024 Fee Schedule

Digital Msg. Board	50	Per day
Street Barricades	10	Each per day
Cones	1	Each per day
Traffic Control Sign	10	Each per day
Jersey Barrier	600	Minimum 4, delivery, set-up and remove
<b>Ceremonial Street Renaming</b>		
Ceremonial Street Renaming – Materials & Labor Fee	250	

Waste Disposal Fees (by Field Operations)		
<b>Trash Service</b>	67 69	Per quarter, Per Code 8.16.090
<b>Bulk Trash Pick up</b>	30	For three items, additional amounts for specific items, Per Code 8.16.060
<b>Trash Cans</b>	80	Per can (plus \$4.80 tax), Per Code 8.16.060

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

WWTP Pretreatment Program Fees (by Water Works)		
<b>Significant Industrial Users: (Per Code 13.12.110)</b>		
IA discharges flow $\geq$ 5% of WWTP flow	8,700	30 units
IB discharges flow $\geq$ 50,000 gpd	7,250	25 units
IC categorical user which discharges	5,800	20 units
ID discharges flow $\geq$ 25,000 gpd	4,350	15 units
IE categorical user which does not discharge	2,900	10 units
<b>Minor Industrial Users: (Per Code 13.12.110)</b>		
IIA-1 discharges flow <sup>3</sup> 5,000 gpd or hospitals, campus	2,030	7 units
IIA-2 discharges flow <sup>3</sup> 5,000 gpd or light industry, hotels	1,450	5 units
IIB discharges flow <sup>3</sup> 1,000 gpd or fast food, large restaurants, large garages	580	2 units
IIC discharges flow 500 - 1,000 gpd or small restaurants, small garages	435	1.5 units
IID discharges flow <sup>3</sup> 500 gpd or restaurants that are carry out only no fryer	290	1 unit
IIE photographic processor which discharges silver rich wastewater	290	1 unit

*Pretreatment fees are an annual fee, invoices are sent each January to cover the calendar year.*

Towing Fees		
<b>Maximum Towing and Storage Fees (vehicles up to 10,000 GVW)</b>		
Disabled Vehicle Tow	100	

## FY 2024 Fee Schedule

Emergency Relocation Tow (up to 2 Miles)	80	Per Code 5.64.100
Impound Vehicle Tow	135	
Standby/Waiting Time - Billed in 15 minute increments only after 16 minute wait	75	Per hour
Winching (Does not include pulling vehicle onto rollback type truck) - Billed in 15 minute increments	110	Per hour
Storage – Beginning at 12:01 am following the tow	50	Per calendar day or portion thereof, Per Code 5.64.120
Administrative Fee – Impounds Only	50	
Snow Emergency Plan in Effect (in addition to other applicable towing fees)	50	
Release Fee (After hours only, at tower’s discretion) – Normal business hours defined as M-F, 9am-6pm	55	

<b>Building Fees (by the Department of Infrastructure and Development)</b>		
<b>Building Plan Review Fees (Per Code 15.04.030)</b>		Residential, Commercial, Accessory
<i>Fees based on cost of construction:</i>		
Up to \$ 3,000	50	
\$3,001 to \$100,000	90	
\$100,001 to \$500,000	250	
\$500,001 to \$1,000,000	300	
\$1,000,001 and Up	375	
<b>Building Permit Fees (Per Code 15.04.030)</b>		Residential, Commercial, Accessory, Fence
<i>Fees based on cost of construction:</i>		
Up to \$ 3000	50	
\$3001 and Up	60	Plus (.0175 * Cost of Construction)
\$100,001 to \$500,000	1,300	Plus (\$10 for each \$1,000 over \$100,000)
\$500,001 to \$1,000,000	4,900	Plus (\$9 for each \$1,000 over \$500,000)
\$1,000,001 and Up	8,500	Plus (\$7 for each \$1,000 over \$1,000,000)
<b>Outdoor Advertising Structure Fee (Per Code 17.216.240)</b>	.50	Per SF foot of sign surface per year
<b>Other Building Fees:</b>		
Historic District Commission Application	<del>50</del> 150	
Board of Zoning Appeals	<del>50</del> 150	County Fee \$100, Per Code 17.12.110 Plus advertising costs
Demo - Residential	125	Per Code 15.04.030
Demo - Commercial	175	Per Code 15.04.030
Gas	30	Plus \$10 per fixture, Per Code 15.04.030b
Grading	200	Per Code 15.20.050
Maryland Home Builders Fund	50	Per new SFD
Mechanical	50	Per Code 15.04.030
Occupancy Inspection	75	Per Code 15.04.030
Plumbing	30	\$10 per fixture (may vary), Per Code 15.04.030b
Sidewalk Sign		Set by resolution, Per Code 12.40.020
Sidewalk Café Fee	50	Set by ordinance 2106, Per Code 12.36.020
Sign	50	Plus (\$1.50 per Sq Ft), Per Code 17.216.238
Temp Sign	25	Per month, Per Code 17.216.238
Temp Trailer	25	Per month, Per Code 15.36.030b
Tent	40	Per Code 15.04.030
Well	50	Per Code 13.20.020
Zoning Authorization Letter	50	Per Code 17.12.040

## FY 2024 Fee Schedule

Re-inspection Fee	50	More than 2 insp of any required insp, Per Code 15.04.030
Adult Entertainment Permit Application Fee	100	Per Code 17.166.020
Outdoor Advertising Structure Fee	.50	Per sq ft of sign surface area, Per Code 17.216.240
Notice of Appeal Fee; Sidewalk Sign Standards Violation	100	Per Code 12.40.040
Reconnection Fee; Public Water Connection; Refusal of Inspection	25	Per Code 13.08.100
Administrative Fee – renew temporary certificate of occupancy	100	
<b><u>Annexation Fees:</u></b>		
Up to five (5) acres	<del>2,000</del>	
Five (5) acres or more but less than ten (10) acres	<del>10,000</del>	
Ten (10) acres or more but less than twenty five (25) acres	<del>25,000</del>	
Twenty five (25) acres or more but less than fifty (50) acres	<del>35,000</del>	
Fifty (50) acres or more	<del>50,000</del>	
<b><u>Annexation Fees:</u></b>		
For the first partial or one (1) acre	<u>5,000</u>	Plus Legal, planning, consulting and other related administrative fees
Additional partial or full acre(s)	<u>500</u>	Per acre (no proration)
<b>Planning Commission</b>		
Comprehensive Development Plan Review – Non-Residential	\$250	Plus \$10 per 1,000 sq. ft. Subsequent submittals, which generate additional comments, may be charged an additional \$250.
Comprehensive Development Plan Review – Residential	\$250	Plus \$10 per unit. Subsequent submittals, which generate additional comments, may be charged an additional \$250.
Certificate of Design/Site Plan Review	\$250	Plus \$10 unit/acre. Subsequent submittals, which generate additional comments, may be charged an additional \$250.
Paleochannel/Wellhead Protection Site Plan Review	\$100	
Rezoning	<del>200</del> \$500	Plus \$15 per acre and advertising cost
Text Amendment	<del>200</del> \$500	Plus advertising cost
<b>Critical Area Program</b>		Ordinance No. 2578
<b>Certificate of Compliance (Per Code 12.20.110)</b>		
Building Permits	75	Activities per code 12.20.110.F. are exempt
Subdivision	200	In addition to standard fee
Site Plans/Certificate of Design/Comprehensive Development Plan	100	In addition to standard fee
Resubdivision	100	In addition to standard fee
<b>Fee-In-Lieu (Per Code 12.20.540)</b>	1.50	\$1.50 per square foot of mitigation area
<b>License to Encumber Program</b>		
Application – Installation of Service Line	75	\$25 per additional service line in project area, defined as ¼ mile radius from primary address
Application – Large Boring Project	125	Includes up to 500 linear feet. \$50 for additional 250 linear feet above the initial
Application – Large Open/Cut	250	Includes up to 500 linear feet. \$100 for additional 250 linear feet above the initial
Application – Micro-Trenching Project	125	Includes up to 500 linear feet. \$50 for additional 250 linear feet above the initial
Application – Installation of New Utility Pole (excluding Small Cell facilities)	500	



## FY 2024 Fee Schedule

Application – Underground utility project replacing overhead utilities and removing utility poles	Waived	
<b>License to Encumber Program - Small Wireless Facilities</b>		
		Ordinance No. 2580
Application	500	For up to five (5) small wireless facilities
Application – additional facilities	100	For each additional small wireless facility addressed in the application beyond five
Access to the Right of Way fee	1,000	Per each new small wireless facility pole
Annual fee for access to the Right of Way	270	Per year per small wireless facility after year 1
<b>Storm Water Utility (2306)</b>		
Fee to maintain City storm water facilities	30	Per year per Equivalent Residential Unit
<b>Stormwater Utility Credit Application (2306)</b>		
Fee to apply for credit to Stormwater Utility	150	Per application
<b>Street Break Permit (Per Code 12.12.020)</b>		
Permit for breaking City public streets and way	50	Per break location
Install new or replace existing sidewalk, residential	50	
Install new or replace existing sidewalk, commercial	100	
Install new driveway, residential	150	
Install new driveway, commercial	300	
Excavate street or sidewalk to conduct maintenance of underground facilities	150	\$50 per additional “break” in project area
Excavate street or sidewalk to replace existing utility pole	250	\$100 per additional pole replaced in project area
Excavate street or sidewalk to replace or remove utility pole permanently	Waived	
<b>Obstruction Permit (Per Code 12.12.020)</b>		
Permit for obstructing City public streets and ways	50	Per location
Dumpster – residential, obstruction permit	50	Renewal fee of \$25 after 30 days
Dumpster – commercial, obstruction permit	100	Renewal fee of \$50 after 30 days
Sidewalk closure	50	\$5 per day over 30 days
Lane closure (including bike lane)	100	\$10 per day over 30 days
Street closure	250	\$25 per day over 30 days
Street closure for Block Party or Community Event	Waived	Fee under Outdoor Rental Space Public Events - Streets
<b>Water and Sewer Connection Fee (Per Code 13.02.070)</b>		
Comprehensive Connection Charge of Connection fee for the Developer’s share in the equity of the existing utility system-	3,710	Per Equivalent Dwelling Unit (water \$1,925, sewer \$1,785)
<b>Water and Sewer Infrastructure Reimbursement Fee (Per Code 13.02.070)</b>		
Comprehensive Connection Charge for Infrastructure Reimbursement Fees is based on actual costs of water and sewer infrastructure installed by a Developer.	*	* Fee amount is project dependent. Infrastructure Reimbursement Fee is the prorated share of the cost of the water and sewer mains based on this project’s percentage of the capacity of the proposed infrastructure project.

## FY 2024 Fee Schedule

<b>Infrastructure Reimbursement Administrative Fee (Per Code 13.02.090)</b>		
Administrative fee assessed on Infrastructure Reimbursement Fee for processing	*	0.1 percent of the Infrastructure Reimbursement Fee
<b>Development Plan Review Fee (1536)</b>		
<u>Development plans may consist of but not limited to the following: Stormwater Management, Grading, Landscaping, Lighting, Site Layout, Traffic Control, and Utilities.</u>		
Fee for review of development plans <del>and traffic control plans</del>	\$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 <del>code Stormwater Management Waiver Reviews</del>	400	
<b>Water and Sewer Inspection Fee (R 1341)</b>		
Fee for inspection of public water and sewer improvements		7.5 % of the approved cost estimate for construction of proposed public water and sewer improvements
<b>Public Works Agreement recording fee (Per County Court)</b>		
Recording fee for Public Works Agreements		
For 9 pages or less	<del>60.00</del> *	<del>Per request</del> Per Circuit Court Fee Schedule
For 10 pages or more	<del>115.00</del> *	<del>Per request</del> Per Circuit Court Fee Schedule
<b>Stormwater Management As-Built recording fee (Per County Court)</b>		
Recording fee for Stormwater Management As-Built.	<del>10.00</del> *	<del>Per request</del> Per Circuit Court Fee Schedule
<b>Subdivision review fee (1536)</b>		
Fee for Subdivision review	200.00	
<b>Resubdivision review fee (1536)</b>		
Fee for Resubdivision reviews	200.00	
<b>Administrative Fee for Connection Fee payment Plans (R 2029)</b>		
Administrative Fee for Connection Fee payment Plans	25.00	
<b>Maps and Copying Fees</b>		
City Street Map	5.00	Ea
Street Map Index	1.00	Ea
Property Maps	3.00	Ea
Sanitary Sewer Utility Maps (400 Scale)	3.00	Ea
Storm Water Utility Maps (400 Scale)	3.00	Ea
Water Main Utility Maps (400 Scale)	3.00	Ea
Sanitary Sewer Contract Drawings	1.00	Ea
Storm Water Contract Drawings	1.00	Ea
Water Main Contract Drawings	1	Ea
Black and White Photocopying (Small Format)	.25	Sq. ft
Black and White Photocopying (Large Format)	.50	Sq. ft

## FY 2024 Fee Schedule

Color Photocopying (Small Format) \$1/sq.ft.	1	Sq. ft
Color Photocopying (Large Format) \$2/sq.ft.	2	Sq. ft

Port of Salisbury Marina Fees (by Field Operations)		
<b>Transient</b>		
<i>Slip Fees based on size of vessel</i>	1.05	Per foot per day
Electric 30-amp service	6.00	Per day
Electric 50-amp service	12.00	Per day
<b>Slip Rental – Monthly</b>		
<i>Fees based on size of vessel</i>		
October through April	4.75	Per foot + electric
May through September	6.50	Per foot + electric
<b>Slip Rental – Annual*</b>		
		*Annual rates are to be paid in full up front, electric can be billed monthly
Boats up to and including 30 feet long	1,450	+ electric
Boats 31 feet and longer	56	Per foot + electric
<b>Fuel</b>		
	.50	Per gallon more than the cost per gallon purchase price by the City
<b>Electric Service</b>		
<i>Fees per meter</i>		
Electric 30-amp service	36	Per month
Electric 50-amp service	60	Per month

EMS Services			
	Resident	Non-Resident	
BLS Base Rate	950.00	1,050.00	
ALS1 Emergency Rate	1,100.00	1,200.00	
ALS2 Emergency Rate	1,300.00	1,400.00	
Mileage (per mile)	19.00	19.00	
Oxygen	Bundle	Bundle	
Spinal immobilization	Bundle	Bundle	
BLS On-scene Care	250.00	300.00	
ALS On –scene Care	550.00	650.00	

Water Works		
<b>Temporary connection to fire hydrant (Per Code 13.08.120)</b>		
Providing temporary meter on a fire hydrant for use of City water	64.50	Per linear foot based on the area of the property and is the square root of the lot area, in square feet
In City	40.00	Plus charge for water used per current In City rate, \$10 minimum
Out of City	50.00	Plus charge for water used per current Out of City rate, \$10 minimum
<b>Hydrant flow test (Per Code 13.08.030)</b>		
To perform hydrant flow tests		
In City	125.00	Per request

## FY 2024 Fee Schedule

Out of City	160.00	Per request
<b>Fire flush and Fire pump test (Per Code 13.08.030)</b>		
To perform hydrant flow tests To perform meter tests on ¾" and 1" meters.		
In City	125.00	Per request
Out of City	160.00	Per request
<b>Meter tests (Per Code 13.08.030)</b>		
To perform meter tests on ¾" and 1" meters.		
In City	40.00	Per request
Out of City	50.00	Per request
<b>Water Meter/Tap Fee and Sewer Connection Fee (Per Code 13.02.070)</b>		
Water Meter/Tap Fee and Sewer Connection Fee if water and sewer services are installed by City forces.	*	The tap and connection fee amount is the actual cost of SPW labor and materials or per this schedule.
<b>Water Tapping Fees - In City:</b>		
¾ Water Meter	3,850	Per Connection
1" Water Meter	4,160	Per Connection
1 ½" Water Meter T-10 Meter	5,810	Per Connection
2" Water Meter - T-10 Meter	6,200	Per Connection
2" Water Meter - Tru Flo	7,320	Per Connection
<b>Water Tapping Fees - Out of City</b>		
¾ Water Meter	4,810	Per Connection
1" Water Meter	5,200	Per Connection
1 ½" Water Meter T-10 Meter	7,265	Per Connection
2" Water Meter - T-10 Meter	7,750	Per Connection
2" Water Meter - Tru Flo	9,155	Per Connection
<b>Sanitary Sewer Tapping Fees - In City:</b>		
6" Sewer Tap	3,320	Per Connection
8" Sewer Tap	3,380	Per Connection
6" or 8" Location & Drawing Fee	45	Per Connection
<b>Sanitary Sewer Tapping Fees – Out of City</b>		
6" Sewer Tap	4,150	Per Connection
8" Sewer Tap	4,225	Per Connection
6" or 8" Location & Drawing Fee	60	Per Connection
<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. <u>Water meter fee is the cost of the meter.</u>		
<b>Meter Setting Fees - In City:</b>		
¾ Water Meter	<del>125</del> 400	Per Connection
1" Water Meter	<del>125</del> 525	Per Connection
1 ½" Water Meter T-10 Meter	<del>150</del> 785	Per Connection
2" Water Meter – T-10 Meter	<del>150</del> 905	Per Connection
<u>Larger than 2" Water Meter – Tru Flo</u>	1,000 <del>2,030</del>	Per Connection
<b>Meter Setting Fees - Out of City</b>		
¾ Water Meter	<del>175</del> 495	Per Connection
1" Water Meter	<del>175</del> 655	Per Connection
1 ½" Water Meter T-10 Meter	<del>200</del> 980	Per Connection
2" Water Meter – T-10 Meter	<del>200</del> 1,130	Per Connection

## FY 2024 Fee Schedule

<del>Larger than 2" Water Meter - Tru Flo</del>	<del>1,250 2,535</del>	Per Connection
<b>Meter Fees</b>		
<u>3/4 Water Meter</u>	<u>400</u>	
<u>1" Water Meter</u>	<u>500</u>	
<u>1 1/2" Water Meter</u>	<u>*</u>	<u>Determined by current market price of the meter</u>
<u>2" Water Meter</u>	<u>1,200</u>	
<u>Larger than 2"</u>	<u>*</u>	<u>Determined by current market price of the meter</u>

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

### Parking Permits and Fees

	UOM	1-Jul-23 Rate	1-Jul-23 Non-Profit Rate
<b>Parking Permits (Per Code 10.04.010)</b>			
Lot #1 - lower lot by library	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
Lot #4 - behind City Center	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
Lot #5 - Market St. & Rt. 13	Monthly	<del>45.00</del> 50.00	<del>36.25</del> 37.50
Lot #7 & 13 - off Garrettson Pl.	Monthly	<del>20.00</del> 25.00	<del>17.50</del> 18.75
Lot #9 - behind GOB	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
Lot #10 - near State bldg/SAO	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25

## FY 2024 Fee Schedule

Lot #11 - behind library	Monthly	<del>45.00</del> 50.00	<del>36.25</del> 37.50
Lot #12 - beside Market St. Inn	Monthly	<del>45.00</del> 50.00	<del>36.25</del> 37.50
Lot #15 - across from Feldman's NAI Coastal	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
Lot #16 - by Avery Hall	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
<del>Lot #20 - Daily Times</del>	<del>Monthly</del>	<del>50.00</del> <del>55.00</del>	<del>40.00</del> <del>41.25</del>
Lot #30 - by drawbridge	Monthly	<del>25.00</del> 30.00	<del>21.25</del> 22.50
Lot #33 - east of Brew River	Monthly	<del>25.00</del> 30.00	<del>21.25</del> 22.50
Lot #35 - west of Brew River	Monthly	<del>25.00</del> 30.00	<del>21.25</del> 22.50
Lot SPS - St. Peters St.	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
E. Church St.	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
W. Church St.	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
Parking Garage	Monthly	<del>60.00</del> 70.00	<del>50.00</del> 52.50
<u>Student Housing Bulk Permits (30 or more)</u>		<u>35.00</u>	<u>26.25</u>
<b>Transient Parking Options</b>			
Parking Lot #1 (first 2 hrs of parking are FREE)	<del>Hourly</del>	<del>2.00</del>	
Parking Garage	Hourly	2.00	
Parking Meters	Hourly	2.00	
<b>Pay Stations</b>			
For hours 1-2	Hourly	2.00	
For hour 3 with a 3 hour Maximum Parking Limit	Hourly	3.00	
<b>Miscellaneous Charges (Per Code 10.04.010)</b>			
Replacement Parking Permit Hang Tags	Per Hang Tag	5.00	
Parking Permit Late Payment Fee (+15 days)	Per Occurrence	5.00	
New Parking Garage Access Card	Per Card	10.00	
Replacement Parking Garage Access Card	Per Card	10.00	

Fire Prevention Fees (by the Fire Department)		
<b>Plan review and Use &amp; Occupancy Inspection</b>		
<u>Basic Fee</u> – For all multi-family residential, commercial, industrial, and institutional occupancies. Including, but not limited to, new construction, tenant fit-out, remodeling, change in use and occupancy, and/or any other activity deemed appropriate by the City of Salisbury Department of Infrastructure and Development.		60% of the building permit fee; \$75 minimum (Not included – plan review and related inspection of specialized fire protection equipment as listed in the following sections)
<u>Expedited Fees</u> – If the requesting party wants the plan review and inspection to be expedited, to be done within three business days		20% of the basic fee; \$500 minimum (This is in addition to the basic fee)
<u>After</u> – Hours Inspection Fees. If the requesting party wants an after-city-business-hours inspection.	\$100	Per hour/per inspector; 2 hours minimum
<b>Site/Development Plan Review Fee</b>		
<u>The review of site plans for all new commercial and industrial projects or new commercial, residential, or industrial developments. To ensure compliance with the Fire Prevention Code.</u>	\$100	Per submittal
<b>Fire Protection Permit Fees</b>		
<b>Fire Alarm &amp; Detection Systems</b> – Includes plan review and inspection of wiring, controls, alarm and detection equipment and related appurtenances needed to provide a complete system and the witnessing of one final acceptance test per system of the completed installation.		
• Fire Alarm System	\$100	Per system
• Fire Alarm Control Panel	\$75	Per panel
• Alarm Initiating Device	\$1.50	Per device
• Alarm Notification Device	\$1.50	Per device

## FY 2024 Fee Schedule

<ul style="list-style-type: none"> <li>Fire Alarm Counter Permit</li> </ul>	\$75	For additions and alterations to existing systems involving 4 or less notification/initiating devices.
<p><b><u>Sprinkler, Water Spray and Combined Sprinkler &amp; Standpipe Systems</u></b> – Includes review of shop drawings, system inspection and witnessing of one hydrostatic test, and one final acceptance test per floor or system.</p>		
<ul style="list-style-type: none"> <li>NFPA 13 &amp; 13R</li> </ul>	\$1.50	Per sprinkler head; 150 minimum
<ul style="list-style-type: none"> <li>NFPA 13D</li> </ul>	100	Per Dwelling
<ul style="list-style-type: none"> <li>Sprinkler Counter Permit</li> </ul>	\$75	For additions and alterations to existing systems involving less than 20 heads.
<p><b><u>Standpipe Systems</u></b> – The fee applies to separate standpipe and hose systems installed in accordance with NFPA 14 standard for the installation of standpipe and hose systems as incorporated by reference in the State Fire Prevention Code (combined sprinkler systems and standpipe systems are included in the fee schedule prescribed for sprinkler systems) and applies to all piping associated with the standpipe system, including connection to a water supply, piping risers, laterals, Fire Department connection(s), dry or draft fire hydrants or suction connections, hose connections, piping joints and connections, and other related piping and appurtenances; includes plan review and inspection of all piping, control valves, connections and other related equipment and appurtenances needed to provide a complete system and the witnessing of one hydrostatic test, and one final acceptance test of the completed system.</p>	\$50	Per 100 linear feet of piping or portion thereof; \$100 minimum
<p><b><u>Fire Pumps &amp; Water Storage Tanks</u></b> – The fees include plan review and inspection of pump and all associated valves, piping, controllers, driver and other related equipment and appurtenances needed to provide a complete system and the witnessing of one pump acceptance test of the completed installation. Limited service pumps for residential sprinkler systems as permitted for NFPA 13D systems and water storage tanks for NFPA 13D systems are exempt.</p>		
<ul style="list-style-type: none"> <li>Fire Pumps</li> </ul>	\$.50	Per gpm or rated pump capacity; \$125 minimum
<ul style="list-style-type: none"> <li>Fire Protection Water Tank</li> </ul>	\$75	Per tank
<p><b><u>Gaseous and Chemical Extinguishing Systems</u></b> – Applies to halon, carbon dioxide, dry chemical, wet chemical and other types of fixed automatic fire suppression systems which use a gas or chemical compound as the primary extinguishing agent. The fee includes plan review and inspection of all piping, controls, equipment and other appurtenances needed to provide a complete system in accordance with referenced NFPA standards and the witnessing of one performance or acceptance test per system of the completed installation.</p>	\$1.00	Per pound of extinguishing agent; <del>\$100</del> 125 minimum; or \$150 per wet chemical extinguishing system
<ul style="list-style-type: none"> <li>Gaseous and Chemical Extinguishing System Counter Permit</li> </ul>	\$75	To relocate system discharge heads
<p><b><u>Foam Systems</u></b> – The fee applies to fixed extinguishing systems which use a foaming agent to control or extinguish a fire in a flammable liquid installation, aircraft hangar and other recognized applications. The fee includes plan review and inspection of piping, controls, nozzles, equipment and other related appurtenances needed to provide a complete system and the witnessing of one hydrostatic test and one final acceptance test of the completed installation.</p>	\$75	Per nozzle or local applicator; plus \$1.50/ sprinkler head for combined sprinkler/foam system; \$100 minimum
<p><b><u>Smoke Control Systems</u></b> – The fee applies to smoke exhaust systems, stair pressurization systems, smoke control systems and other recognized air-handling systems which are specifically designed to exhaust or control smoke or create pressure zones to minimize</p>	\$100	Per 30,000 cubic feet of volume or portion thereof of protected or controlled space; \$200 minimum

## FY 2024 Fee Schedule

the hazard of smoke spread due to fire. The fee includes plan review and inspection of system components and the witnessing of one performance acceptance test of the complete installation.		
<b>Flammable and Combustible Liquid Storage Tanks –</b> This includes review and one inspection of the tank and associated hardware, including dispensing equipment. Tanks used to provide fuel or heat or other utility services to a building are exempt.	\$.01	Per gallon of the maximum tank capacity; 100 minimum
<b>Emergency Generators –</b> Emergency generators that are a part of the fire/life safety system of a building or structure. Includes the review of the proposed use of the generator, fuel supply and witnessing one performance evaluation test.	\$100	
<b>Marinas and Piers</b>	\$25	Per linear feet of marina or pier; plus \$1.00 per slip; \$100 minimum
<b>Permit Reinspection and Retest Fees</b>		
• 1 <sup>st</sup> Reinspection and Retest Fees	\$100	\$75
• 2 <sup>nd</sup> Reinspection and Retest Fees	\$250	\$150
• 3 <sup>rd</sup> and Subsequent Reinspection and Retest Fees	\$500	\$200
<b>Fire Pump or Hydrant Flow Test – to perform any hydrant or fire pump flow test utilizing City water.</b>		
<b>In-City Fee</b>	\$125	
<b>Out-of-City Fee</b>	\$160	
<b>Fire Service Water Mains and their Appurtenances –</b> <u>The fee includes the plan review and witnessing one hydrostatic test and one flush of private fire service mains and their appurtenance installed in accordance with NFPA 24: Standard for the Installation of Private Fire Service Mains and Their Appurtenances</u>	\$100	per 100 linear feet or portion thereof; plus \$50 per hydrant; \$150 minimum
<b>Consultation Fees –</b> Fees for consultation technical assistance.	\$75	Per hour
<b>Fire-safety Inspections.</b> The following fees are not intended to be applied to inspections conducted in response to a specific complaint of an alleged Fire Code violation by an individual or governmental agency		
Assembly Occupancies (including outdoor festivals):		
• Class A (>1000 persons)	\$300	
• Class B (301 – 1000 persons)	\$200	
• Class C (51 – 300 persons)	\$100	
• Fairgrounds (<= 9 buildings)	\$200	
• Fairgrounds (>= 10 buildings)	\$400	
• Recalculation of Occupant Load	\$75	
• Replacement or duplicate Certificate	\$25	
Education Occupancies:		
• Elementary School (includes kindergarten and Pre-K)	\$100	
• Middle, Junior, and Senior High Schools	\$150	
• Family and Group Day-Care Homes	\$75	
• Nursery or Day-Care Centers	\$100	
Health Care Occupancies:		
• Ambulatory Health Care Centers	\$150	Per 3,000 sq.ft. or portion thereof
• Hospitals, Nursing Homes, Limited-Care Facilities, Domiciliary Care Homes	\$100	Per building; plus \$2.00/patient bed
• Detention and Correctional Occupancies	\$100	Per building; plus \$2.00/bed
Residential:		
• Hotels and Motels	\$75	Per building; plus \$2.00/guest room
• Dormitories	\$2	Per bed; \$75 minimum



## FY 2024 Fee Schedule

• Apartments	\$2	Per apartment; \$75 minimum
• Lodging or Rooming House	\$75	Plus \$2.00/bed
• Board and Care Home	\$100	Per building; plus \$2.00/bed
<b>Mercantile Occupancies:</b>		
• Class A (> 30,000 sq.ft.)	\$200	
• Class B (3,000 sq.ft. – 30,000 sq.ft.)	\$100	
• Class C (< 3,000 sq.ft.)	\$75	
Business Occupancies	\$75	Per 3,000 sq.ft. or portion thereof
<b>Industrial or Storage Occupancies:</b>		
• Low or Ordinary Hazard	\$75	Per 5,000 square feet or portion thereof
• High-Hazard	\$100	Per 5,000 square feet or portion thereof
Common Areas of Multitenant Occupancies (i.e., shopping centers, high-rises, etc.)	\$45	Per 10,000 sq.ft. or portion thereof
Outside Storage of Combustible Materials (scrap tires, tree stumps, lumber, etc.)	\$100	Per acre or portion thereof
Outside Storage of Flammable or Combustible Liquids (drums, tanks, etc.)	\$100	Per 5,000 sq.ft. or portion thereof
Marinas and Piers	\$100	Per facility; plus \$1.00/slip
Mobile Vendor	\$35	Plus \$.56/mile for inspections outside of the City of Salisbury
Sidewalk Café	\$35	If not part of an occupancy inspection
Unclassified Inspection	\$75	Per hour or portion thereof
<b>Fire Safety Reinspection:</b> If more than one reinspection is required to assure that a previously identified Fire Code violation is corrected		
• 2 <sup>nd</sup> Reinspection	\$100	
• 3 <sup>rd</sup> Reinspection	\$250	
• 4 <sup>th</sup> and Subsequent	\$500	
<b>Fire Protection Water Supply Fees</b>		
Witnessing Fire Main Flush	\$75	
Witness Underground Water Main Hydrostatic Tests	\$75	
<del>Fire Protection Flow Test (in City)</del>	<del>\$125</del>	
<del>Fire Protection Flow Test (out of City)</del>	<del>\$160</del>	
<b>Display Fireworks Permit</b>		
<b>Firework Display</b> - Includes plan review and associated inspections for any firework display.	\$250	
<b>Sale of Consumer Fireworks</b>		
Stand-alone tent, stand or other commercial space predominately utilized for the sale of consumer fireworks	\$250	
Other commercial space predominately utilized for the sale of goods other than consumer fireworks	\$125	
<b>Fire Report Fees</b>		
<del>1<sup>st</sup> Page</del> — Operational Fire Report	<del>\$20</del> <u>\$25</u>	To provide hard or electronic copies of fire reports
• <del>Each Additional Page</del>	<del>\$5</del>	
Third Party Fire Protection Report Processing Fee	\$25	Per submittal – Collected by the third-party data collection agency/company

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. 2837**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE  
MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH  
THE WICOMICO COUNTY HEALTH DEPARTMENT AND APPROVING A  
BUDGET AMENDMENT OF THE FY2024 GENERAL FUND BUDGET TO  
APPROPRIATE FUNDS RECEIVED FROM THE WICOMICO COUNTY  
HEALTH DEPARTMENT IN THE AMOUNT OF \$10,000.00.**

**WHEREAS**, the Wicomico County Health Department (WiCHD) has received funding from the Mid-Shore Behavioral Health, Inc., for a Safe Station Program that provides twenty-four hour services to those seeking treatment and recovery resources through the utilization of the Wicomico County Safe Station, which will be located at the Recovery Resource Center; and

**WHEREAS**, Safe Station is an innovative program that helps remove barriers to treatment for members of our community who are eager to recover from a substance use disorder; and

**WHEREAS**, the goal of the Safe Station is to help people with linkage to treatment and recovery services by allowing them to practice self-determination; and

**WHEREAS**, the City of Salisbury Fire Department will provide non-emergent medical checks to all individuals that enter the Safe Station and, in exchange, WiCHD will pay the Salisbury Fire Department \$2,500 a quarter for a yearly total of \$10,000 for providing such services; and

**WHEREAS**, the City of Salisbury must enter into a Memorandum of Understanding with WiCHD defining the roles and responsibilities of the parties; and

**WHEREAS**, the \$10,000 received by the Fire Department under the Memorandum of Understanding with the WiCHD shall be used to purchase additional emergency medical supplies and equipment; and

**WHEREAS**, both the Fire Chief and the Mayor have recommended that the City enter into a Memorandum of Understanding with the WiCHD, accept the funds from WiCHD for providing services under the Agreement, and allocate the funds to the Fire Department's FY2024 Operating Budget; 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 Memorandum of Understanding 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) Heath is hereby authorized to enter into a Memorandum of Understanding with WiCHD and to accept a total of \$10,000 from WiCHD for providing services under the Memorandum of Understanding.

**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 General Fund WiCHD Reimbursements account (01000-427301-XXXXX) by \$10,000.00.

**(b)** Increase Fire Department Expenditure Medical account (24035-546016) by \$10,000.00.

48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84

**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 \_\_\_\_\_ 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**

\_\_\_\_\_  
**April R. Jackson, City Council President**

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

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



**To:** City Council  
**From:** Allen Swiger, Director of ABCD  
**Subject:** Budget Amendment for Maryland Folk Festival  
**Date:** 11/1/23

---

The Arts, Business and Culture Department (ABCD) is requesting consideration for an amendment to appropriate funds for the 2<sup>nd</sup> Annual Maryland Folk Festival that is scheduled for September 20-22, 2024. These funds will be utilized for all facets of festival operations including staffing, production fees, artist fees, equipment, staging, lighting, and more.

The City of Salisbury has determined that \$85,012 will be required for this program to be transferred from the General Fund in addition to the revenues estimated below.

ABCD has determined that \$589,700 in appropriations are required for the 2024 Maryland Folk Festival event, exclusive from grant funding as outlines below.

The current forecast for the MDFF FY24 Revenues is as follows:

Event Revenues (Beverage, Vendors)	55,000
Sponsorships and Donations	449,688
<u>Transfer – General Fund</u>	<u>85,012</u>
Total	\$589,700

In addition, there are \$125,000 in grant applications that are expected to be awarded. These funds will be utilized for contractual support and operating expenses.

The mission of the Maryland Folk Festival it to celebrate our community’s rich artistic vibrancy and diversity by offering unique experiences to express cultural traditions through music, dance, food, crafts and other folk arts.

Attachment: Budget Amendment Ordinance



33  
34  
35  
36

**Section 3.** The City of Salisbury’s Maryland Folk Festival Special Revenue Fund be and hereby is amended as set forth below:

Increase (decrease)	Account Type	Account	Description	Amount
Increase	Revenue	10125-469110	Transfers from General Fund	85,012
Increase	Revenue	Various	Anticipated revenues as set forth Exhibit A	504,688
Increase	Expenditure	Various	2024 MD Folk Festival	589,700

37  
38  
39  
40

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

41  
42  
43

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

44  
45  
46  
47  
48  
49

**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.

50  
51  
52

**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.

53  
54  
55

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

56  
57  
58  
59

**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.

60  
61

**ATTEST:**

62  
63  
64  
65

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

\_\_\_\_\_  
**April R. Jackson, City Council President**

66  
67  
68  
69

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

70  
71  
72  
73

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

74  
75  
76

**Schedule A – 2024 MD Folk Festival**

					2024 MD FF
	CT	PROJECT	ACCOUNT DESCRIPTION		Budget
0125	10125	456121	73045	Beverage Sales	35,000
0125	10125	456123	73045	Vendor Revenue	20,000
0125	10125	456124	73045	Sponsorships	374,188
0125	10125	456400	73045	Donations	75,500
0125	10125	469110	73045	Transfers from General	85,012
				<b>Total Revenue</b>	<b>589,700</b>
0125	10125	501001	73045	Salaries -Clerical	57,640
0125	10125	501002	73045	Salaries-Non-Clerical	57,235
0125	10125	501006	73045	Salaries-Part-Time	10,000
0125	10125	502010	73045	Fica	9,553
0125	10125	502020	73045	Health Insurance	28,004
0125	10125	502030	73045	Life Insurance	78
0125	10125	502040	73045	Retirement-Employees	12,779
0125	10125	502070	73045	Workers Comp Ins.	3,161
0125	10125	513000	73045	Professional Services	155,000
0125	10125	513100	73045	Artist Fees	134,500
0125	10125	546006	73045	Operating	51,000
0125	10125	546012	73045	Equipment & Maintenance	70,450
0125	10125	555402	73045	Cellular Phones	300
				<b>Total Expense</b>	<b>589,700</b>

77



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

TO: City Council  
FROM: Andy Kitzrow  
DEPT: Mayor's Office  
DATE: 11/1/23  
SUBJECT: Budget Amendment – Accepting \$4,000,000 from State of Maryland

---

The City of Salisbury requested and received State funding for infrastructure improvements to Lot 10. Included in the packet is an award letter from the Department of General Services.

This funding will contribute to the redevelopment of site to include hotel and conference center (PHASE I), and multi-family, retail and parking garage (Phase II). The funding award is \$4,000,000 in FY24 and a preauthorization of \$2,000,000 in FY25 for a total amount of \$6,000,000.

The City entered into a Contract of Sale for Lot 10 via Resolution 3212 (2/6/23). Mentis Capital Partners LLC is the subrecipient of the funding and owner of the property. Originally the City declared the property surplus November 14, 2016.





Wes Moore, Governor · Aruna Miller, Lt. Governor · Atif Chaudhry, Secretary

---

October 11, 2023

Mr. Andy Kitzrow, City Administrator  
Mayor's Office  
City of Salisbury  
125 North Division Street  
Salisbury, MD 21801

Re: Confirmation of Funds in FY24 Budget

The Maryland Department of General Services confirms that the City of Salisbury has been awarded a total of \$4,000,000 in the Fiscal Year 2024 budget, through a combination of Maryland Consolidated Capital Bond Loan (MCCBL) funds and PAYGO funding, as outlined below. These two awards will be processed and administered by the department's Capital Grants & Loans office, following the requisite program guidelines.

Award 1

Description: A grant to the Mayor and City Council of the City of Salisbury for infrastructure improvements in the City of Salisbury (Wicomico County)

Amount: \$3,000,000

Reference: House Bill 200 (pg 273;line 32-34) <https://mgaleg.maryland.gov/2023RS/bills/hb/hb0200E.pdf>

Award 2

Description: H00H01.03 Miscellaneous Grants – Capital Appropriation In addition to the appropriation shown on page 41 of the printed bill (first reading file bill), to provide a grant to the Mayor and City Council of the City of Salisbury for infrastructure improvements in the City of Salisbury in Wicomico County.

Amount: \$1,000,000

Reference: Supplemental Budget

<https://dbm.maryland.gov/budget/Documents/operbudget/2024/proposed/FY2024-Supplemental-Budget-No2.pdf>

Please do not hesitate to reach out to me should you have any questions or wish to otherwise discuss further.

Sincerely,

*Chichi Nyagah-Nash*

Chichi Nyagah-Nash  
Chief Operating Officer

1 **ORDINANCE NO. 2839**

2 **AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT GRANT FUNDS FROM THE**  
3 **MARYLAND DEPARTMENT OF GENERAL SERVICES IN THE AMOUNT OF \$4,000,000 FOR**  
4 **INFRASTRUCTURE IMPROVEMENTS.**

5  
6 **WHEREAS**, the City declared Municipal Parking Lot 10 (“Lot 10”) surplus property on November 14,  
7 2016; and

8  
9 **WHEREAS**, by the majority vote of Council the City of Salisbury, the City entered into a contract of sale  
10 for Lot 10 (Resolution No. 3212) for the purpose of redeveloping a mixed-use of the site, including construction of  
11 a hotel, conference center, residential units, and retail shops; and

12  
13 **WHEREAS**, Lot 10 would require significant infrastructure improvements to accommodate the  
14 redevelopment plan; and

15  
16 **WHEREAS**, the City of Salisbury applied for a grant funding opportunity with the Maryland Department  
17 of General Services (“DGS”) PAYGO seeking Four Million Dollars (\$4,000,000.00), which, if awarded, was to be  
18 allocated to infrastructure improvements in the City; and

19  
20 **WHEREAS**, DGS has awarded the City \$4,000,000 in grant funds for infrastructure improvements; and

21  
22 **WHEREAS**, no expenditures of the aforementioned grant funding will be permitted until all conditions of  
23 the pre-award process are met, such as a fully executed subrecipient agreement with Mentis Lot 10 LLC, who is the  
24 subrecipient of the funding and the owner of Lot 10; and

25  
26 **WHEREAS**, the City departments will ensure that contracts and bids will be obtained, pursuant to the  
27 terms of the grant agreement when issued; and

28  
29 **WHEREAS**, appropriations necessary to execute the purpose of this grant must be made upon the  
30 recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

31  
32 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
33 **SALISBURY, MARYLAND**, as follows:

34  
35 **Section 1.** Acting Mayor John (Jack) R. Heath is hereby authorized to establish a grant account for DGS,  
36 on behalf of the City of Salisbury, for the City’s acceptance of the Capital Grant monies in the amount of \$4,000,000.

37  
38 **Section 2.** The City of Salisbury’s Grant Fund Budget be and hereby is amended as  
39 follows:

- 40 1) Increase DGS Revenue Account 10500-426000-xxxxx by \$3,000,000  
41 2) Increase Construction Expense Account 10500-513026-xxxxx by \$3,000,000  
42 3) Increase DGS Revenue Account 10500-426000-xxxxx by \$1,000,000  
43 4) Increase Construction Expense Account 10500-513026-xxxxx by \$1,000,000  
44

45  
46 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
47 **SALISBURY, MARYLAND**, as follows:

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

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

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

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

58 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
59 Salisbury held on the \_\_\_ day of November, 2023 and thereafter, a statement of the substance of the Ordinance  
60 having been published as required by law, and in the meantime, was passed by the Council of the City of Salisbury  
61 on the \_\_\_ day of November, 2023.

62

63 **ATTEST:**

64

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

\_\_\_\_\_ **April R. Jackson, City Council President**

66

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

68


69

70

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



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

To: Andy Kitzrow, Acting City Administrator  
From: Richard D. Baldwin, Director of Infrastructure and Development   
Date: 10/31/2023  
Re: Zoning Code Text Amendments to Sections 17.04.120, 17.36.040, 17.36.045, 17.36.060, 17.76.020, 17.76.025, 17.76.050, 17.80.040 and 17.80.060 for the Regulation of Adult Use Cannabis

---

Maryland voters approved a ballot referendum in the 2022 General Election to allow use of cannabis by adults 21+ (hence, "adult-use") starting July 1, 2023. During the 2023 legislative session, the General Assembly passed legislation that provided a framework for implementing legal adult-use sales, including a licensing and taxation framework (see House Bill 556/Senate 516). The Cannabis Reform Act, which took effect immediately upon Governor's signature on May 3, 2023, authorized existing licensed dispensaries to convert their licenses for dual medical and adult-use sales by July 1, thereby creating a legal adult-use marketplace as of July 1, 2023. The Act also authorized the Maryland Cannabis Administration to issue additional grower, processor, and dispensary licenses, and new incubator licenses over two licensing rounds.

Staff has prepared the proposed regulatory framework for the growing, processing and dispensing of adult use cannabis within the City. The proposed amendments for growing and processing in the Light Industrial and Industrial Park zoning districts are similar to the proposed County amendments. The Industrial zoning district was not included due to location and the existing uses.

Cannabis dispensaries are proposed in the General Commercial district as an ordinance permit. Staff finds cannabis dispensaries to be of a similar use as "liquor stores and dispensaries" already permitted with an ordinance permit. An ordinance permit is adopted by the City Council following a recommendation from the Planning Commission.

The proposed text amendments were reviewed by the City Attorney and received a favorable recommendation from the Planning Commission following a public hearing on October 19, 2023.

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 October 19, 2023**

Public Hearing - Text Amendment

To amend Title 17, Zoning, Chapters 17.04.120 entitled "Definitions.", 17.160.040 entitled "Uses permitted by ordinance permit.", 17.36.045 entitled "Prohibited uses.", 17.36.060 entitled "Development standards.", 17.76.020 entitled "Permitted uses." , 17.76.025 entitled "Uses permitted by special exception.", 17.76.050 entitled "Development standards.", 17.80.040 entitled "General standards and requirements.", 17.80.060 entitled "Permitted uses."

**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:**

Maryland voters approved a ballot referendum in the 2022 General Election to allow use of cannabis by adults 21+ (hence, "adult-use") starting July 1, 2023. During the 2023 legislative session, the General Assembly passed legislation that provided a framework for implementing legal adult-use sales, including a licensing and taxation framework (see House Bill 556/Senate 516). The Cannabis Reform Act, which took effect immediately upon Governor's signature on May 3, 2023, authorized existing licensed dispensaries to convert their licenses for dual medical and adult-use sales by July 1, thereby creating a legal adult-use marketplace as of July 1, 2023. The Act also authorized the Maryland Cannabis Administration to issue additional grower, processor, and dispensary licenses, and new incubator licenses over two licensing rounds.



# City of Salisbury

John "Jack" R. Heath, Mayor

Drafts of 17.04.120, 17.36, 17.76, and 17.80 are shown in Attachments 2-5 with the proposed amendments bolded and underlined.

### III. PLANNING AND ZONING:

The Planning Commission held a meeting on October 5, 2023 to discuss the proposed amendments prior to a public hearing. This was in addition to three previous meetings held over recent months as part of the County's efforts to draft amendments pertaining to adult use cannabis and cannabis businesses.

Growing and processing was determined to be an industrial process and should be limited to the Light Industrial and Industrial Park Districts. The Industrial District ("ID") was not included due to the current uses and locations of this district. City uses in the ID are the wastewater treatment plant and the Department of Field Operations. Other uses are the Perdue processing facility and the old Dresser Wayne property now owned by Salisbury University.

Cannabis dispensaries would be permitted by ordinance in the General Commercial District subject to the development standards. Staff finds this use to be of the same nature as liquor dispensaries which are also permitted by an ordinance permit in this district. The development standards include regulations as established by the State.

Cannabis on-site consumption establishments are prohibited throughout the City.

The draft ordinance (Attachment 6) 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 6, based 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 Rezonings, of the Salisbury Municipal Code, the City of Salisbury proposes amendments to the text of Title 17, Zoning, Chapter 17.04.120., entitled “Definitions”, Chapter 17.36., entitled “General Commercial District”, Chapter 17.76., entitled “Light Industrial District”, and Chapter 17.80., entitled “Industrial Park District”, to regulate the cannabis business to include the growing, processing, dispensing, and on-site consumption establishments.

**A PUBLIC HEARING WILL BE HELD ON**

Thursday, October 19, 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:       October 5, 2023  
                                  October 12, 2023

---

### **17.04.120 Definitions.**

The following definitions have been used or considered in the construction of this title and shall be used in its interpretation:

"Accessory apartment" means a dwelling unit, limited to no more than one bedroom, incorporated within a single-family dwelling or its accessory building. The accessory apartment or the principal dwelling shall be occupied by the owner(s) of the property on which the accessory apartment is located.

"Accessory use" means a use which is customarily incidental and subordinate to a principal use and which is located on the same lot therewith.

"Adult arcade" means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, videos, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas.

"Adult cabaret" means any bar, dance hall, restaurant, or other place of business which features dancers, go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers, or waiters or waitresses that engage in specified sexual activities or display specified anatomical areas, or any such business establishment, the advertising for, or a sign identifying which, uses the words, "adult," "topless," "nude," "bottomless," or other words of similar import. Any establishment in which employees perform straddle dances is considered an adult cabaret.

"Adult entertainment business" means an adult arcade, adult cabaret, adult motion picture theater, adult photographic and modeling studio, adult retail store, adult theater, sexual encounter center, or any other business establishment whose primary business stock in trade is dependent upon the activities relating to specified sexual activities, specified anatomical areas, private performances or straddle dances. An adult entertainment business does not include a modeling class operated by a proprietary school, licensed by the state of Maryland, a college, junior college, or university supported entirely or partly by taxation, or a private college or university that maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation.

"Adult motion picture theater" means any commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly, commonly, habitually, or consistently shown that are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

"Adult photographic and modeling studio" means any commercial establishment which offers or advertises, as its primary business stock in trade, the use of its premises for the purpose of photographing or exhibiting specified sexual activities or specified anatomical areas, or modeling of apparel that exhibits specified anatomical areas, or modeling, demonstrating, or presenting any product or service for sale, in a private performance setting, in which the model or sales representative exhibits specified anatomical areas.

"Adult retail store" means a commercial establishment that offers for sale or rental for any form of consideration a significant amount of any one or more of the following:

1. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides, or other visual representations, that depict or describe specified sexual activities or specified anatomical areas; or
2. Novelty items, games, greeting cards, instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities.



- 
3. Excessive minor defects which, when taken collectively, cause the building to have a deteriorating or undesirable effect on the surrounding area;
  4. "Inadequate" original construction or subsequent alteration;
  5. Inadequate, unsafe or nonconforming plumbing, heating or electrical facilities.

"Building height" means the vertical distance from the grade to the top of the highest roof beams of a flat roof or to the mean level of the highest gable or slope of a hip roof. When a building faces on more than one street, the height shall be measured from the average of the grades at the center of each street front.

"Building inspector" means the department of building, permitting and inspections, and the duly designated building official.

"Building supply and lumber yard" means the sale and storage of supplies and materials used in construction or repair of buildings, but not to include stockpiling, storage or sale of sand, gravel, cement or similar materials.

"Business center" means a group of buildings for business use arranged on a parcel of land or on a group of individual lots in accordance with a predetermined development plan.

**"Cannabis" means the plant Cannabis Sativa L. and any part of the plant, including all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9-tetrahydrocannabinol concentration greater than 0.3% on a dry weight basis. Cannabis includes cannabis products. Cannabis does not include hemp or hemp products, as defined in § 14-101 of the Agriculture Article of the Annotated Code of Maryland.**

**"Cannabis Administration" means the Maryland Cannabis Administration established under Title 36 of the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland.**

**"Cannabis Business" means a business licensed or registered by the Cannabis Administration to operate in the cannabis industry. This includes, but is not limited to, a grower, processor, or dispensary, to include an on-site consumption establishment, licensed under Title 36 of the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland. A cannabis business not enumerated as a use, permitted or otherwise, in this Title is prohibited within the City of Salisbury.**

**"Cannabis Delivery Service" means a cannabis licensee authorized to deliver cannabis in accordance with a cannabis micro license to operate a cannabis dispensary.**

**"Cannabis Dispensary" means an entity licensed under Title 36 of the Alcoholic Beverages and Cannabis Article of the Annotated Code of the Maryland that acquires, possesses, repackages, transfers, repackages, transports, sells, distributes, or dispenses cannabis or cannabis products including tinctures, aerosols, oils, and ointments, related supplies, and educational materials for use by qualifying patients, caregivers, or consumers through a storefront or through a delivery service, based on license type.**

**"Cannabis Grower" means an entity licensed under Title 36 of the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland that cultivates, or packages, cannabis and is authorized by the Cannabis Administration to provide cannabis to other cannabis licensees and registered independent testing laboratories.**

**"Cannabis Micro License" means a micro license issued in accordance with § 36-401(c)(2) of the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland.**

**"Cannabis On-site Consumption Establishment" means an entity licensed under § 36-401(c)(4) of the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland to distribute cannabis or cannabis products for on-site consumption other than consumption by smoking indoors. A Cannabis On-Site Consumption Establishment is prohibited within the City of Salisbury.**

**"Cannabis Processor" means a licensed entity that:**

---

**(1) transforms cannabis into another product or an extract and packages and labels the cannabis product;**  
**and**

**(2) is authorized by the Administration to provide cannabis to licensed dispensaries and registered independent testing laboratories.**

"Care home" means a facility established to render domiciliary care for eleven (11) or more chronic or convalescent patients, which includes common features and services, including assistance with daily activities. This category includes assisted-living facilities, rest homes, and nursing homes. This category excludes group domiciliary care facilities and group homes, as defined by this chapter.

"Church" means an institution that people regularly attend to participate in or hold religious services, meetings, and other activities. The term shall include buildings and all customary accessory activities including but not limited to a chapel, day care center, school of general instruction, gymnasium, or social hall.

"Club," "lodge" and "fraternal organization" mean a nonprofit organization whose premises are restricted to members or guests, excluding a fraternity or sorority house.

"Cluster development" means a residential development constructed in accordance with a comprehensive development plan, permitting reduction and modification of lot area and size, provided that any reduction in area is retained as open space. Cluster development provides for the grouping of lots and open space in predetermined areas on the tract as an alternative to traditional zoning, while maintaining the established density of development for the district in which the cluster development is located.

"Commercial auction" means the sale of any article or property, excluding animals and farm produce, by auction, conducted entirely within the confines of a building so that noise from within the building does not pass beyond the lot lines, and provided that there is no outside storage of inventory or property to be sold at said auction on the same or contiguous lots.

"Common open space" means open space within the boundaries of a development, designed and set aside for use by all residents or a designated portion of residents of the development under the bylaws of an association.

"Community impact statement" includes the following:

- A. A marketing study related to the type of development proposed; e.g. retail marketing, housing market, transient housing, etc. This study shall include an estimate of existing need and reasonable forecast of future demand for the kind of development proposed. It will be used to determine that extent of existing facilities of a type similar to that proposed and used to estimate when development may be needed in the community;
- B. An impact study related to the quantity and kind of improvement and service to be provided by the community for the proposed development. This study should include an estimate of revenue to the community from proposed development and an estimate of the cost of improvements and services required to serve the development. The cost of improvements shall include those immediately needed to serve the development and those that may be needed in the future. The impact study related to services and improvements should include, where applicable, but not be limited to services and improvements, such as schools, utilities, including sewage, water mains, and storm drains, streets, traffic signals, police and fire protection, refuse collection and disposal, recreation facilities and any other service to be provided by the city;
- C. An environmental impact statement related to the effect of proposed development on natural drainage channels and streams, natural growth, soils, air and water quality, etc., and a statement related to the effect of the proposed development on the use and development of adjoining property and the general neighborhood. This statement should include such considerations as the effects of noise, dust, odor, traffic, lighting, smoke, erosion, sediment control, flooding, change in natural ground cover, etc.

---

intended to limit or restrict the use of property in any zone for poles, mains, pipes, conduits or wires erected and maintained for the transmission and distribution of electric energy over wires for any lawful purpose or gas to customers for such energy or municipal water or sewer services or any equipment or device necessary or incident to such use or uses.

"Public utility operation center" means facilities, structures and any or all uses directly relating to the operation and maintenance of a public utility:

- A. Including, but not limited to:
  - 1. Operating utility system controls;
  - 2. Business offices and associated accessory uses;
  - 3. Indoor and outdoor repair, maintenance and/or storage of motor vehicles and utility construction and maintenance equipment; and associated storage of fuels, lubricants, coolants and fluids and substances, not for sale to the public;
  - 4. Indoor and outdoor assembly, repair, maintenance, testing and storage of utility system components, equipment, tools and supplies; and;
  - 5. Staging area for contractors constructing, repairing, and/or maintaining the utility system;
  - 6. And may include a solar farm.

**"Recreation Center" includes both recreational establishment, indoor and recreational establishment, outdoor as defined in this Chapter.**

"Recreational establishment, indoor" means billiard parlor, bowling alley, skating rink, tennis or racquetball center, automatic amusement device center, swimming pool, convention hall and other similar indoor recreational uses.

"Recreational establishment, outdoor" means miniature golf course, amusement park, private zoo, kiddieland ride, driving range, sports stadium, arena and other similar outdoor recreational uses.

"Recreational vehicle" means any type of vehicle, whether self-propelled, vehicle-mounted or vehicle-pulled, used for camping or recreational purposes, including but not limited to pickup campers, motor homes, tent campers and travel trailers.

"Regional shopping center" means a shopping center containing more than three hundred thousand (300,000) square feet in gross floor area.

"Restaurant" means any establishment of which the principal business is the sale of food and of which the principal method of operation is to serve food ordered from a menu to seated customers at a table, booth or counter inside the establishment. However a snack bar or refreshment stand at a public or nonprofit community swimming pool, playground or park, operated solely for the convenience of patrons of the facility, shall not be deemed to be a restaurant.

"Restaurant, fast-food" means any establishment where ready-to-eat food primarily intended for immediate consumption is available upon a short waiting time and packaged or presented so that it can readily be eaten outside the premises where it is sold and where facilities for on-premises consumption of food are insufficient for the volume of food sold.

"Restaurant, fast-food cafeteria" means any establishment where ready-to-eat food is available upon a short waiting time and served to customers on a tray through a cafeteria line for consumption at a table, booth or counter inside the establishment.

"Restaurant, fast-food carry-out" means any establishment where ready-to-eat food primarily intended for immediate consumption is available upon a short waiting time and packaged or presented so that it can readily be

## Chapter 17.36 GENERAL COMMERCIAL DISTRICT

### 17.36.010 Purpose.

The purpose of the general commercial district is to provide a wide range of functional and attractive regional retail, office, service, wholesale, storage, distributing and light manufacturing activities.

To alleviate problems with traffic congestion and unnecessary turning movements, unified access and consolidation of businesses are encouraged. Because of the potential impact of these types of activities, special landscaping and screening requirements are established for certain use.

The following uses, standards and area regulations have been established consistent with this purpose.

(Ord. 1599 § 1 (part), 1995: prior code § 150-65)

### 17.36.020 Permitted uses.

A. Permitted uses shall be as follows:

1. Apartment units, in accordance with chapter 17.168;
2. Bank;
3. Bakery;
4. Boardinghouse/rooming house;
5. Business center in accordance with the requirements of chapter 17.172, provided that each individual lot shall have a minimum of six thousand (6,000) square feet of land area;
6. Carpenter, sheet metal, sign, blacksmith and welding shop, provided that all activities are confined within a building;
7. Church and other place of worship;
8. Club, lodge and fraternal organization;
9. Cultivation of land;
10. Cultural uses, such as museum, library or art gallery;
11. Dry-cleaning plant;
12. Eating and drinking establishments, including tavern, dance hall, nightclub and restaurants, all types;
13. Firehouse;
14. Equipment sales, rental, service, repair or maintenance facility for industrial, automotive, marine, office, construction, household, business or farm equipment;
15. Greenhouse, florist and nursery;
16. Hotel, motel or motor hotel;
17. Laboratory and establishment for production, sale, fitting or repair of eyeglasses, hearing aids and prosthetic appliances;

- 
18. Light industrial uses, as listed in the light industrial district, completely confined within a building with no outside storage of raw materials or finished products;
  19. Lumber and building supplies;
  20. Marina;
  21. Medical-care facility;
  22. Medical and dental office and clinic;
  23. Police station or substation;
  24. Parking garage, public or private;
  25. Mixed use building as defined in section 17.04.120 in this chapter in accordance with a comprehensive site plan, as approved by the planning commission, with a mandatory five-foot-wide landscaping area abutting all property lines and parking lots. Signage shall be the same as required for a shopping center;
  26. Neighborhood shopping center not exceeding thirty thousand (30,000) gross square feet of building area in accordance with the requirements of chapter 17.212;
  27. Office or office building for more than one office;
  28. Radio or television broadcasting station or studio;
  29. Retail sales;
  30. School of special instruction;
  31. Service, rental or repair establishment, such as laundry or laundromat, automobile rental, gasoline and service station, car wash, appliance repair, equipment or instrument repair or rental, dry-cleaning pickup station, hairdresser shop, pet-grooming shop, excluding outdoor runs, upholstery shop, funeral home, tailor and other uses of similar nature;
  32. Taxi and limousine service;
  33. Theater, excluding drive-in theater;
  34. Wholesale business, warehouse, moving, storage and distribution establishment, including wholesale sales;
  35. Group domiciliary care facility;
  36. Townhouse development, in accordance with chapter 17.224.

(Ord. 1786 § 6, 2000; Ord. 1599 § 1 (part), 1995; prior code § 150-66)

( Ord. No. 2734 , 9-12-2022)

### **17.36.030 Uses permitted by special exception.**

Uses permitted by special exception shall be as follows:

- A. Animal hospital or kennel or any other facility for the treatment of animals with outside pens or runs;
- B. Bus terminal;
- C. Shopping centers, neighborhood, over thirty thousand (30,000) gross square feet of floor area, commercial and regional shopping centers in accordance with chapter 17.212;

- 
- D. Trucking and freight stations, terminals, and storage yards, excluding the above ground storage of flammable liquids, except for servicing vehicles owned or used in the conduct of the business;
  - E. Recreational establishment, indoor;
  - F. Day care facilities for the elderly and handicapped.

(Ord. 1690 § 2, 1998; Ord. 1599 § 1 (part), 1995; prior code § 150-67)

#### **17.36.040 Uses permitted by ordinance permit.**

Uses permitted by ordinance permit shall be as follows:

- A. Commercial auction;
- B. Communication tower, over seventy-five (75) feet in height or any other electronic communications facilities with more than one tower or more than one sending or receiving disk in accordance with chapter 17.220;
- C. Liquor stores and dispensaries (off-sale);
- D. Public or private utility building and uses;
- E. Recreational establishment, outdoor;
- F. Utility substation, in accordance with chapter 17.220;
- G. Compact concrete dispenser as an accessory use to a use listed in section 17.36.020, permitted uses, and/or section 17.36.030, uses permitted by special exception.
- H. Cannabis Dispensary, in accordance with section 17.36.060, Development Standards.**

(Ord. 1599 § 1 (part), 1995; prior code § 150-68)

#### **17.36.045 Prohibited uses.**

- A.** Adult entertainment businesses, as defined in this title, shall be prohibited.
- B.** **A Cannabis On-Site Consumption Establishment, as defined in this title, shall be prohibited.**

(Ord. 2048 § 2, 2008)

#### **17.36.050 Accessory uses and structures.**

Accessory uses and structures shall be as follows:

- A. Off-street parking lot or structure;
- B. Off-street loading and unloading facilities;
- C. Underground storage of flammable liquids for vehicles used in the conduct of the business of the principal use;
- D. Communication towers for broadcasting and receiving, not exceeding seventy-five (75) feet in height;
- E. Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use;

- 
- F. Day-care services for employees or patrons of a permitted use.

(Prior code § 150-69)

### **17.36.060 Development standards.**

Development standards for the general commercial district shall be as follows:

- A. Minimum Lot Requirements. All lots hereafter established shall meet the following minimum requirements:
  - 1. Lot area: ten thousand (10,000) square feet;
  - 2. Interior lot width: eighty (80) feet;
  - 3. Corner lot width: one hundred (100) feet.
- B. Minimum yard and setback requirements shall be as follows:
  - 1. Front: twenty-five (25) feet;
  - 2. Rear: fifteen (15) feet;
  - 3. Side: two, not less than twenty (20) feet total in any combination.
- C. The height limitation shall be fifty (50) feet.
- D. Parking, loading and unloading areas shall be provided for all uses in accordance with chapter 17.196.
- E. Access. Direct access onto a street or major highway shall be reduced or eliminated wherever the city department of infrastructure and development determines that alternate or unified points of access are available to a site resulting in better traffic flow and less traffic congestion. Service drives and loading and unloading areas shall be located so that in the process of loading or unloading no truck will block the passage of other vehicles on the service drive or extend into any public street or private drive used for traffic circulation.
- F. Lighting. Lighting shall be designed so as not to throw glare onto surrounding properties. Flashing lights are prohibited.
- G. Signs. Signs shall be in accordance with chapter 17.216.
- H. Storage. All necessary outside storage of parts, materials, heavy equipment and inoperable vehicles accessory to uses permitted herein shall be in accordance with chapter 17.220. Open, unenclosed storage of parts, materials, heavy equipment and inoperable vehicles is prohibited.
- I. Landscaping and Screening.
  - 1. Either landscaping or screening shall be provided for all uses in accordance with the provisions of chapter 17.220;
  - 2. In addition to the requirements of chapter 17.220, all areas devoted to building or required parking areas shall be landscaped as defined in section 17.220.080, provided that a landscaped area of at least three feet shall be required abutting all property lines where a zero setback is not provided.

#### **J Cannabis Dispensary:**

##### **1. May not be located within 500 feet of:**

- a. A pre-existing primary or secondary school in the State or a licensed child care center or registered family child care home; or**

---

**b. A playground, recreation center, library, church or public park; or**

**c. 1,000 feet of another cannabis business.**

- 2. The City Council may reduce the 500-foot setback by no more than 50% as part of the ordinance permit following a recommendation from the Planning Commission;**
- 3. Parking standards shall be established by the City Council in the ordinance permit following a recommendation from the Planning Commission;**
- 4. May not be located adjacent to a residential use;**
- 5. An ordinance permit approving a cannabis dispensary which shall remain idle and unused for a continuous period of more than one year shall be considered null and void.**

(Ord. 1599 § 1 (part), 1995; prior code § 150-70)

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



## Chapter 17.76 LIGHT INDUSTRIAL DISTRICT

### 17.76.010 Purpose.

The purpose of the light industrial district is to foster the continuance of existing manufacturing and other light industrial uses and to encourage the location of new industries within the city to continually improve the economic base of the community. These uses require large sites served by highways, rail lines and utilities near enough to residential areas to provide employment with minimum travel time. To make these areas attractive to industries compatible with one another, maintain property values and protect residential areas adjoining or close by, uses are limited to those which do not create adverse external noise, vibration, smoke, dust, lint, odor, heat or glare. Uses which are explosive, toxic, or otherwise hazardous may be permitted by ordinance permit. In accordance with this purpose, which is in accord with findings and recommendations of the adopted land use element of the metro core comprehensive plan, the following uses, standards and area regulations have been established.

(Ord. 1839 (part), 2002: prior code § 150-77)

### 17.76.020 Permitted uses.

A. Permitted uses shall be as follows:

1. Garage for the repair, storage and maintenance of motor vehicles;
2. Beverage blending or bottling, manufacture of bakery products, candy, dairy products and ice cream; but not distilling of beverages or processing of or bulk storage of grain or feed for animals or poultry;
3. Carbon paper and inked ribbon manufacture;
4. Compounding of cosmetics, toiletries, drugs and pharmaceutical products;
5. Construction contractor's establishment;
6. Data processing and computer center;
7. Greenhouse, wholesale;
8. Ice manufacture, sales and distribution;
9. Industrial vocational training school;
10. Laboratory for research, experimenting and testing, but not for testing explosives or other hazardous materials;
11. Laundry and linen service;
12. Leather goods manufacture, but not including tanning operations;
13. Manufacture, assembly and repair of boxes, furniture, cabinets, baskets and other wood products of similar nature;
14. Manufacture and assembly of bolts, nuts, screws, rivets, ornamental iron products, firearms, electrical appliances, tools, pumps, dies, machinery, hardware, wire and sheet-metal products;
15. Manufacture and assembly of heating, ventilating, cooking and refrigeration supplies and appliances;

- 
16. Manufacture and assembly of medical and dental equipment, drafting, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus;
  17. Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing, yarn, thread, cordage and fabrics, and printing and finishing of textiles and fibers into fabric goods;
  18. Manufacture and assembly of products from plastic;
  19. Manufacture and assembly of shipping containers (corrugated board, fiber- and wire-bound);
  20. Offices and office building;
  21. Photographic processing and blueprinting establishment;
  22. Plating, electrolytic process;
  23. Plumbing supplies, manufacture;
  24. Printing, bookbinding and publishing establishment;
  25. Radio and television broadcasting station and studio;
  26. Wholesale merchandising and warehousing;
  27. Fabrication and assembly of burial vaults, home steps, parking bumpers, walkway and patio blocks and other similar items from concrete, excluding the fabrication and assembly of blocks, bricks, culverts, cylinder pipe, columns, pilings, silos, storage tanks, prestressed panels, pods, modules or similar building materials from concrete, with no manufacture of concrete on the premises (must be delivered to the site);
  28. Animal hospital;
  29. Planned business center, in accordance with chapter 17.172;
  30. Indoor recreational facilities;
  31. Schools of special instruction;
  32. Multi-use facility;
  33. Church or other place of worship;
  34. Hairdresser shop.
  35. Service, rental or repair establishments, limited to laundry or laundromat, automobile rental, car wash, appliance repair, equipment or instrument repair or rental, dry-cleaning pickup station, pet-grooming shop, upholstery shop, tailor and tattoo parlor.

**36. Cannabis Grower and/or Processor, in accordance with the following and 17.76.050:**

**a. A Cannabis On-Site Consumption Establishment is prohibited.**

~~B. Uses permitted by special exception shall be as follows:~~

- ~~1. Restaurant;~~
- ~~2. Gasoline service facilities with convenience goods clearly incidental to the gas facility;~~
- ~~3. Day care center or nursery school in accordance with chapter 17.220;~~
- ~~4. Day care facilities for the elderly and handicapped;~~
- ~~5. Outdoor storage yard, in accordance with section 17.220.040.~~

(Ord. 1901 (part), 2004; Ord. 1842 (part), 2002; Ord. 1690 § 3, 1998; Ord. 1566, 1993; prior code § 150-78)

---

(Ord. No. 2296, 7-14-2014; Ord. No. 2501, 9-10-2018 ; Ord. No. 2507, 11-13-2018 ; Ord. No. 2516, 1-14-2019 )

### **17.76.025 Uses permitted by special exception.**

Uses permitted by special exception shall be as follows:

- A. Group home.
- B. Restaurant;**
- C. Gasoline service facilities with convenience goods clearly incidental to the gas facility;**
- D. Day-care center or nursery school in accordance with chapter 17.220;**
- E. Day care facilities for the elderly and handicapped;**
- F. Outdoor storage yard, in accordance with section 17.220.040;**

(Ord. 1786 § 10, 2000)

### **17.76.030 Uses permitted by ordinance permit.**

Uses permitted by ordinance permit shall be as follows:

- A. Communication tower, in accordance with chapter 17.220;
- B. Public or private utility building and uses, in accordance with chapter 17.220;
- C. Petroleum and propane storage and distribution on a minimum site of three acres.

(Ord. 1839 (part), 2002; prior code § 150-79)

### **17.76.040 Accessory uses.**

Accessory uses shall be as follows:

- A. Living quarters for resident watchmen and caretakers employed on the premises;
- B. Cafeteria or other eating facilities, lecture halls, recreation facilities and day-care services for employees or students;
- C. Communication towers for broadcasting and receiving, not exceeding seventy-five (75) feet in height;
- D. Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use;
- E. Retail sales as an accessory use, for products produced or distributed by uses permitted inherently or by special exception, provided that additional parking is provided for the amount of space devoted to retail sales as required by section 17.196.030.

(Prior code § 150-80)

### **17.76.050 Development standards.**

Development standards for the light industrial district shall be as follows:

---

(Supp. No. 21)

Created: 2023-04-03 08:45:53 [EST]

- 
- A. All uses shall be conducted within a completely enclosed building. Raw materials, in-process materials, supplies or waste material from manufacturing may be stored outside in open sheds if completely screened from view by landscaping or fencing in accordance with chapter 17.220. Finished or semifinished products manufactured or assembled on the premises may be stored outside in the side or rear yard if completely screened from view by landscaping or fencing in accordance with chapter 17.220.
  - B. Minimum Lot Requirements. All lots hereafter established shall meet the following minimum requirements:
    - 1. Lot area: twenty thousand (20,000) square feet;
    - 2. Interior lot width: one hundred (100) feet;
    - 3. Corner lot width: one hundred twenty (120) feet.
  - C. Minimum yard requirements shall be as follows:
    - 1. Front: fifty (50) feet;
    - 2. Rear: thirty (30) feet; fifty (50) feet where adjoining a residential district;
    - 3. Side: twenty-five (25) feet; fifty (50) feet where adjoining a residential district;
    - 4. Corner, side: same as front yard.
  - D. Parking. Parking, loading and unloading areas shall be provided in accordance with chapter 17.196.
  - E. The height limitation shall be fifty (50) feet.
  - F. Access. Direct access onto a public street may be reduced or eliminated wherever the city department of infrastructure and development determines that alternate or unified points of access are available to a site resulting in better traffic flow and less traffic congestion. Service drives and loading and unloading areas shall be located so that in the process of loading or unloading no truck will block the passage of other vehicles on the service drive or extend into any public street or private drive used for traffic circulation.
  - G. Signs shall be in accordance with chapter 17.216.
  - H. Landscaping and Screening. In addition to the requirements of chapter 17.220, all areas not devoted to buildings and required parking shall be landscaped and maintained in accordance with section 17.220.080.

**I Cannabis grower and/or processor;**

- 1. May not be located within 500 feet of:**
  - a. A pre-existing primary or secondary school in the State or a licensed child care center or registered family child care home; or**
  - b. A playground, recreation center, library, church or public park; or**
  - c. 1,000 feet of another cannabis business.**
- 2. May not be located adjacent to a residential use.**

(Prior code § 150-81)

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

(Supp. No. 21)

Created: 2023-04-03 08:45:53 [EST]



## Chapter 17.80 INDUSTRIAL PARK DISTRICT

### 17.80.010 Purpose.

- A. The purpose of the industrial park district is to provide for the development of lands that have convenient access to transportation facilities such as rail, highways, air and shipping, existing or planned availability of utilities such as water, power and waste disposal systems; reasonable proximity to labor supply, raw material source and markets; and adequate room for expansion, with exclusive modern industrial facilities under a unified site development plan.
- B. Industrial park districts shall provide attractive and well-designed sites, streets and access and areas which are separated and protected from incompatible uses by berms, fencing, landscaping and setbacks.
- C. The following regulations have been developed based upon these purposes which are in accord with the findings and recommendations of the city's adopted land use element of the metro core comprehensive plan.

(Prior code § 150-166)

### 17.80.020 Development plan required.

A development plan reviewed and approved in accordance with chapter 17.108, shall be required for all industrial park districts.

(Prior code § 150-167)

### 17.80.030 Establishment of boundaries.

Boundaries for an industrial park district shall be approved by the city council and shown on the official zoning map after approval of the preliminary development plan.

(Prior code § 150-168)

### 17.80.040 General standards and requirements.

In preparing the overall plan for development of the industrial park, the developer shall take into consideration the following, which shall be taken into consideration by the approving agencies:

- A. The layout of the site should be that overall systems for sewer, water and drainage may be provided to adequately serve the proposed industrial uses.
- B. Natural Growth and Screening.
  - 1. Natural growth should be maintained in such a manner as to screen residential areas adjacent to or development near the boundaries of the park.
  - 2. Existing foliage should be used for the screening of open storage yards and unsightly areas within the industrial park.

- 
3. Other methods of screening should also be used as recommended for screening in chapter 17.220 where there is no natural growth or to supplement existing natural growth to provide adequate screening.
  4. Perimeter screening areas shall be shown on the overall development plan.
  - C. Provisions should be made for docking facilities if adjacent to navigable waters and for the extension of rails to those facilities and sites within the park where possible.
  - D. The layout of the site should provide a maximum flexibility for sites of various sizes, shapes and locations for industries that may desire to locate there.
  - E. The layout should lend itself to an orderly series of stages of development to ensure that access and utilities can be provided to each site at a minimum of expense and effort.
  - F. All setbacks and side and rear yard and height requirements shall be established in a manner which will provide maximum flexibility within the park and, at the same time, adequately protect surrounding development and development within the park.
  - G. Outdoor storage of finished or semifinished products manufactured or assembled on the premises shall not be located within the front yard and shall be screened in a manner which will be compatible with the architecture of the main building and adequately contain the material stored.
  - H. The approved development plan shall contain whatever additional use restrictions are deemed necessary to promote the health, safety and general welfare of surrounding residents and properties.

**I Cannabis grower and/or processor;**

**1. May not be located within 500 feet of:**

**a. A pre-existing primary or secondary school in the State or a licensed child care center or registered family child care home; or**

**b. A playground, recreation center, library, church or public park; or**

**c. 1,000 feet of another cannabis business.**

**2. May not be located adjacent to a residential use;**

**3. A Cannabis On-Site Consumption Establishment is prohibited.**

(Prior code § 150-169)

**17.80.050 Minimum size.**

The minimum size of an industrial park district shall be ten acres.

(Prior code § 150-170)

**17.80.060 Permitted uses.**

All buildings, structures or land shall be used for manufacturing or for the fabrication, assembly, processing, warehousing, wholesaling or distribution of manufactured goods or for research or for office and related facilities attendant to these uses. **Cannabis grower and/or processor shall also be permitted.** Government buildings and public structures are permitted, as well as eating facilities, day-care facilities, motel facilities, schools of special instruction, including dance, cheerleading, karate, and aerobics schools/studios, indoor recreational establishments and commercial establishments which serve the industrial park and its occupants.

---

(Ord. 1901 (part), 2004: prior code § 150-171)

**17.80.070 Individual site plan review.**

- A. The site plan, including landscaping and lighting, for each individual industry or related use proposed for locating within the park must be reviewed by the planning director, director of infrastructure and development; and
  - 1. If such plan is not in compliance with an overall plan approved by the planning commission, it must be referred to the planning commission for review and approval;
  - 2. If the proposed site plan conforms in all respects to the requirements of this chapter and a plan previously approved by the planning commission, a building permit shall be issued.
- B. No building permit shall be issued which is in conflict with the plan approved by the planning commission.

(Ord. 1976 (part), 2005; prior code § 150-172)

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

**17.80.080 Minimum lot area and lot width.**

Minimum lot area shall be twenty thousand (20,000) square feet. Minimum lot width shall be one hundred (100) feet for an interior lot and one hundred twenty (120) feet for a corner lot.

(Prior code § 150-173)

**17.80.090 Signs.**

- A. Signs shall contain only the name of the business, its slogan or trademark(s), if any, and listing of products or services.
- B. Signs shall not project above the principal roof of the building, except that a sign may be attached flat against or painted on a parapet wall not exceeding five feet above such roofline. Such signs shall not exceed three hundred (300) square feet in aggregate area.
- C. One permanent entrance sign identifying the park, not exceeding twenty (20) square feet in surface area per face, limited to two faces and set back fifteen (15) feet from the curblines, may be permitted.
- D. One directory sign listing the occupants of the park, fifteen (15) square feet in surface area per face, limited to two faces, six feet in height and set back fifteen (15) feet from the curblines, may be permitted.
- E. Illumination of outdoor signs shall be nonpulsating, diffused and confined to the face of the sign.

(Prior code § 150-174)

**17.80.100 Parking and loading.**

Off-street parking, loading, unloading and solid waste disposal areas shall be provided in accordance with chapter 17.196 and landscaped in accordance with chapter 17.220.

(Prior code § 150-175)



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

**ORDINANCE NO. 2840**

**AN ORDINANCE OF THE CITY OF SALISBURY AMENDING SECTION 17.04.120 OF THE SALISBURY CITY CODE TO INCLUDE DEFINITIONS FOR ADULT USE CANNABIS BUSINESSES AND AMENDING SECTIONS 17.36.040, 17.36.045, 17.36.060, 17.76.020, 17.76.025, 17.76.050, 17.80.040 AND 17.80.060 OF THE SALISBURY CITY CODE TO REGULATE CANNABIS BUSINESSES TO INCLUDE GROWING, PROCESSING AND DISPENSING, AND TO PROHIBIT ON-SITE CONSUMPTION ESTABLISHMENTS.**

**WHEREAS**, the ongoing application, administration and enforcement of Title 17 (Zoning) of the City of Salisbury Municipal Code (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 Section 17.228.020;

**WHEREAS**, Maryland voters approved a ballot referendum in the 2022 General Election to allow use of cannabis by adults 21+ (hence, "adult-use") starting July 1, 2023. During the 2023 legislative session, the General Assembly passed legislation that provided a framework for implementing legal adult-use sales, including a licensing and taxation framework (see House Bill 556/Senate 516). The Cannabis Reform Act, which took effect immediately upon Governor's signature on May 3, 2023, authorized existing licensed dispensaries to convert their licenses for dual medical and adult-use sales by July 1, thereby creating a legal adult-use marketplace as of July 1, 2023. The Act also authorized the Maryland Cannabis Administration to issue additional grower, processor and dispensary licenses, and new incubator licenses over two licensing rounds;

**WHEREAS**, in accordance with the Cannabis Reform Act and to assure the good government of the municipality, the Mayor and Council find it necessary and reasonable to amend Title 17 of the Salisbury City Code to regulate cannabis businesses in the General Commercial, Light Industrial and Industrial Park Zoning Districts;

**WHEREAS**, pursuant to Section 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 Sections 17.04.120, 17.36.040, 17.36.045, 17.36.060, 17.76.020, 17.76.025, 17.76.050, 17.80.040 and 17.80.060;

**WHEREAS**, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of Section 17.228.020 of the Salisbury City Code on October 19, 2023;

**WHEREAS**, at the conclusion of its October 19, 2023 meeting, the Planning Commission recommended, by a vote of 6-0, that the amendments to Sections 17.04.120, 17.36.040, 17.36.045, 17.36.060, 17.76.020, 17.76.025, 17.76.050, 17.80.040 and 17.80.060 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 17.04.120, 17.36.040, 17.36.045, 17.36.060, 17.76.020, 17.76.025, 17.76.050, 17.80.040 and 17.80.060 of the Salisbury City Code shall be adopted as set forth herein.

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

47 **Section 1.** Section 17.04.120 of the Salisbury City Code, entitled “Definitions” shall be amended as follows,  
48 with the added definitions to be inserted in alphabetical order with the terms already defined:

49 **“Cannabis” means the plant Cannabis Sativa L. and any part of the plant, including all derivatives, extracts,**  
50 **cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9-**  
51 **tetrahydrocannabinol concentration greater than 0.3% on a dry weight basis. Cannabis includes cannabis**  
52 **products. Cannabis does not include hemp or hemp products, as defined in § 14-101 of the Agriculture Article**  
53 **of the Annotated Code of Maryland.**

54 **”Cannabis Administration” means the Maryland Cannabis Administration established under Title 36 of the**  
55 **Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland.**

56 **“Cannabis Business” means a business licensed or registered by the Cannabis Administration to operate in**  
57 **the cannabis industry. This includes, but is not limited to, a grower, processor, or dispensary, to include an**  
58 **on-site consumption establishment, licensed under Title 36 of the Alcoholic Beverages and Cannabis Article**  
59 **of the Annotated Code of Maryland. A cannabis business not enumerated as a use, permitted or otherwise, in**  
60 **this Title is prohibited within the City of Salisbury.**

61 **“Cannabis Delivery Service” means a cannabis licensee authorized to deliver cannabis in accordance with a**  
62 **cannabis micro license to operate a cannabis dispensary.**

63 **“Cannabis Dispensary” means an entity licensed under Title 36 of the Alcoholic Beverages and Cannabis**  
64 **Article of the Annotated Code of the Maryland that acquires, possesses, repackages, transfers, repackages,**  
65 **transports, sells, distributes, or dispenses cannabis or cannabis products including tinctures, aerosols, oils, and**  
66 **ointments, related supplies, and educational materials for use by qualifying patients, caregivers, or consumers**  
67 **through a storefront or through a delivery service, based on license type.**

68 **“Cannabis Grower” means an entity licensed under Title 36 of the Alcoholic Beverages and Cannabis Article**  
69 **of the Annotated Code of Maryland that cultivates, or packages, cannabis and is authorized by the Cannabis**  
70 **Administration to provide cannabis to other cannabis licensees and registered independent testing**  
71 **laboratories.**

72 **“Cannabis Micro License” means a micro license issued in accordance with § 36-401(c)(2) of the Alcoholic**  
73 **Beverages and Cannabis Article of the Annotated Code of Maryland.**

74 **“Cannabis On-site Consumption Establishment” means an entity licensed under § 36-401(c)(4) of the Alcoholic**  
75 **Beverages and Cannabis Article of the Annotated Code of Maryland to distribute cannabis or cannabis**  
76 **products for on-site consumption other than consumption by smoking indoors. A Cannabis On-Site**  
77 **Consumption Establishment is prohibited within the City of Salisbury.**

78 **“Cannabis Processor” means a licensed entity that:**

79 **(1) transforms cannabis into another product or an extract and packages and labels the cannabis product;**  
80 **and**

81 **(2) is authorized by the Administration to provide cannabis to licensed dispensaries and registered**  
82 **independent testing laboratories.**

83 **“Recreation Center” includes both recreational establishment, indoor and recreational establishment, outdoor**  
84 **as defined in this Chapter.**

85 **Section 2.** Section 17.36.040 of the Salisbury City Code, entitled “Uses permitted by ordinance permit” shall  
86 be amended as follows:

87 **Chapter 17.36 GENERAL COMMERCIAL DISTRICT**

88 **17.36.040 Uses permitted by ordinance permit.**

89 Uses permitted by ordinance permit shall be as follows:

- 90 A. Commercial auction;
- 91 B. Communication tower, over seventy-five (75) feet in height or any other electronic communications  
92 facilities with more than one tower or more than one sending or receiving disk in accordance with  
93 chapter 17.220;
- 94 C. Liquor stores and dispensaries (off-sale);
- 95 D. Public or private utility building and uses;
- 96 E. Recreational establishment, outdoor;
- 97 F. Utility substation, in accordance with chapter 17.220;
- 98 G. Compact concrete dispenser as an accessory use to a use listed in section 17.36.020, permitted uses,  
99 and/or section 17.36.030, uses permitted by special exception.

100 **H. Cannabis Dispensary, in accordance with the following and section 17.36.060, Development**  
101 **Standards:**

102 **1. A Cannabis On-Site Consumption Establishment is prohibited.**

103 **Section 3.** Section 17.36.045 of the Salisbury City Code, entitled “Prohibited uses” shall be amended as  
104 follows:

105 **Chapter 17.36 GENERAL COMMERCIAL DISTRICT**

106 **17.36.045 Prohibited uses.**

- 107 **A.** Adult entertainment businesses, as defined in this title, shall be prohibited.
- 108 **B.** **A Cannabis On-Site Consumption Establishment, as defined in this title, shall be prohibited.**

109 **Section 4.** Section 17.36.060 of the Salisbury City Code, entitled “Development standards” shall be amended  
110 as follows:

111 **Chapter 17.36 GENERAL COMMERCIAL DISTRICT**

112 **17.36.060 Development standards.**

113 Development standards for the general commercial district shall be as follows:

- 114 A. Minimum Lot Requirements. All lots hereafter established shall meet the following minimum  
115 requirements:
  - 116 1. Lot area: ten thousand (10,000) square feet;
  - 117 2. Interior lot width: eighty (80) feet;
  - 118 3. Corner lot width: one hundred (100) feet.
- 119 B. Minimum yard and setback requirements shall be as follows:

- 120 1. Front: twenty-five (25) feet;
- 121 2. Rear: fifteen (15) feet;
- 122 3. Side: two, not less than twenty (20) feet total in any combination.
- 123 C. The height limitation shall be fifty (50) feet.
- 124 D. Parking, loading and unloading areas shall be provided for all uses in accordance with chapter 17.196.
- 125 E. Access. Direct access onto a street or major highway shall be reduced or eliminated wherever the city  
126 department of infrastructure and development determines that alternate or unified points of access are  
127 available to a site resulting in better traffic flow and less traffic congestion. Service drives and loading  
128 and unloading areas shall be located so that in the process of loading or unloading no truck will block the  
129 passage of other vehicles on the service drive or extend into any public street or private drive used for  
130 traffic circulation.
- 131 F. Lighting. Lighting shall be designed so as not to throw glare onto surrounding properties. Flashing lights  
132 are prohibited.
- 133 G. Signs. Signs shall be in accordance with chapter 17.216.
- 134 H. Storage. All necessary outside storage of parts, materials, heavy equipment and inoperable vehicles  
135 accessory to uses permitted herein shall be in accordance with chapter 17.220. Open, unenclosed storage  
136 of parts, materials, heavy equipment and inoperable vehicles is prohibited.
- 137 I. Landscaping and Screening.
- 138 1. Either landscaping or screening shall be provided for all uses in accordance with the provisions of  
139 chapter 17.220;
- 140 2. In addition to the requirements of chapter 17.220, all areas devoted to building or required parking  
141 areas shall be landscaped as defined in section 17.220.080, provided that a landscaped area of at  
142 least three feet shall be required abutting all property lines where a zero setback is not provided.

143 **J Cannabis Dispensary:**

144 **1. May not be located within 500 feet of:**

145 **a. A pre-existing primary or secondary school in the State or a licensed child care center or**  
146 **registered family child care home; or**

147 **b. A playground, recreation center, library, church or public park; or**

148 **c. 1,000 feet of another cannabis business.**

149 **2. The City Council may reduce the 500-foot setback by no more than 50% as part of the**  
150 **ordinance permit following a recommendation from the Planning Commission;**

151 **3. Parking standards shall be established by the City Council in the ordinance permit following**  
152 **a recommendation from the Planning Commission;**

153 **4. May not be located adjacent to a residential use;**

154 **5. An ordinance permit approving a cannabis dispensary which shall remain idle and unused for**  
155 **a continuous period of more than one year shall be considered null and void.**

156 **Section 5.** Section 17.76.020 of the Salisbury City Code, entitled “Permitted uses” shall be amended as  
157 follows:

158 **Chapter 17.76 LIGHT INDUSTRIAL DISTRICT**

159 **17.76.020 Permitted uses.**

160 A. Permitted uses shall be as follows:

- 161 1. Garage for the repair, storage and maintenance of motor vehicles;
- 162 2. Beverage blending or bottling, manufacture of bakery products, candy, dairy products and ice cream; but  
163 not distilling of beverages or processing of or bulk storage of grain or feed for animals or poultry;
- 164 3. Carbon paper and inked ribbon manufacture;
- 165 4. Compounding of cosmetics, toiletries, drugs and pharmaceutical products;
- 166 5. Construction contractor's establishment;
- 167 6. Data processing and computer center;
- 168 7. Greenhouse, wholesale;
- 169 8. Ice manufacture, sales and distribution;
- 170 9. Industrial vocational training school;
- 171 10. Laboratory for research, experimenting and testing, but not for testing explosives or other hazardous  
172 materials;
- 173 11. Laundry and linen service;
- 174 12. Leather goods manufacture, but not including tanning operations;
- 175 13. Manufacture, assembly and repair of boxes, furniture, cabinets, baskets and other wood products of  
176 similar nature;
- 177 14. Manufacture and assembly of bolts, nuts, screws, rivets, ornamental iron products, firearms, electrical  
178 appliances, tools, pumps, dies, machinery, hardware, wire and sheet-metal products;
- 179 15. Manufacture and assembly of heating, ventilating, cooking and refrigeration supplies and appliances;
- 180 16. Manufacture and assembly of medical and dental equipment, drafting, optical and musical instruments,  
181 watches, clocks, toys, games and electrical or electronic apparatus;
- 182 17. Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing, yarn, thread, cordage and  
183 fabrics, and printing and finishing of textiles and fibers into fabric goods;
- 184 18. Manufacture and assembly of products from plastic;
- 185 19. Manufacture and assembly of shipping containers (corrugated board, fiber- and wire-bound);
- 186 20. Offices and office building;
- 187 21. Photographic processing and blueprinting establishment;
- 188 22. Plating, electrolytic process;
- 189 23. Plumbing supplies, manufacture;
- 190 24. Printing, bookbinding and publishing establishment;
- 191 25. Radio and television broadcasting station and studio;
- 192 26. Wholesale merchandising and warehousing;

- 193 27. Fabrication and assembly of burial vaults, home steps, parking bumpers, walkway and patio blocks and  
194 other similar items from concrete, excluding the fabrication and assembly of blocks, bricks, culverts,  
195 cylinder pipe, columns, pilings, silos, storage tanks, prestressed panels, pods, modules or similar  
196 building materials from concrete, with no manufacture of concrete on the premises (must be delivered to  
197 the site);
- 198 28. Animal hospital;
- 199 29. Planned business center, in accordance with chapter 17.172;
- 200 30. Indoor recreational facilities;
- 201 31. Schools of special instruction;
- 202 32. Multi-use facility;
- 203 33. Church or other place of worship;
- 204 34. Hairdresser shop.
- 205 35. Service, rental or repair establishments, limited to laundry or laundromat, automobile rental, car wash,  
206 appliance repair, equipment or instrument repair or rental, dry-cleaning pickup station, pet-grooming  
207 shop, upholstery shop, tailor and tattoo parlor.

208 **36. Cannabis Grower and/or Processor, in accordance with the following and 17.76.050:**

209 **a. A Cannabis On-Site Consumption Establishment is prohibited.**

210 ~~B. Uses permitted by special exception shall be as follows:~~

- 211 ~~1. Restaurant;~~
- 212 ~~2. Gasoline service facilities with convenience goods clearly incidental to the gas facility;~~
- 213 ~~3. Day care center or nursery school in accordance with chapter 17.220;~~
- 214 ~~4. Day care facilities for the elderly and handicapped;~~
- 215 ~~5. Outdoor storage yard, in accordance with section 17.220.040.~~

216 **Section 6.** Section 17.76.025 of the Salisbury City Code, entitled “Uses permitted by special exception”  
217 shall be amended as follows:

218 **Chapter 17.76 LIGHT INDUSTRIAL DISTRICT**

219 **17.76.025 Uses permitted by special exception.**

220 Uses permitted by special exception shall be as follows:

- 221 A. Group home.
- 222 **B. Restaurant;**
- 223 **C. Gasoline service facilities with convenience goods clearly incidental to the gas facility;**
- 224 **D. Day-care center or nursery school in accordance with chapter 17.220;**
- 225 **E. Day care facilities for the elderly and handicapped;**
- 226 **F. Outdoor storage yard, in accordance with section 17.220.040.**

227 **Section 7.** Section 17.76.050 of the Salisbury City Code, entitled “Development standards” shall be  
228 amended as follows:

229 **Chapter 17.76 LIGHT INDUSTRIAL DISTRICT**

230 **17.76.050 Development standards.**

231 Development standards for the light industrial district shall be as follows:

- 232 A. All uses shall be conducted within a completely enclosed building. Raw materials, in-process materials,  
233 supplies or waste material from manufacturing may be stored outside in open sheds if completely  
234 screened from view by landscaping or fencing in accordance with chapter 17.220. Finished or  
235 semifinished products manufactured or assembled on the premises may be stored outside in the side or  
236 rear yard if completely screened from view by landscaping or fencing in accordance with chapter 17.220.
- 237 B. Minimum Lot Requirements. All lots hereafter established shall meet the following minimum  
238 requirements:
- 239 1. Lot area: twenty thousand (20,000) square feet;
  - 240 2. Interior lot width: one hundred (100) feet;
  - 241 3. Corner lot width: one hundred twenty (120) feet.
- 242 C. Minimum yard requirements shall be as follows:
- 243 1. Front: fifty (50) feet;
  - 244 2. Rear: thirty (30) feet; fifty (50) feet where adjoining a residential district;
  - 245 3. Side: twenty-five (25) feet; fifty (50) feet where adjoining a residential district;
  - 246 4. Corner, side: same as front yard.
- 247 D. Parking. Parking, loading and unloading areas shall be provided in accordance with chapter 17.196.
- 248 E. The height limitation shall be fifty (50) feet.
- 249 F. Access. Direct access onto a public street may be reduced or eliminated wherever the city department of  
250 infrastructure and development determines that alternate or unified points of access are available to a site  
251 resulting in better traffic flow and less traffic congestion. Service drives and loading and unloading areas  
252 shall be located so that in the process of loading or unloading no truck will block the passage of other  
253 vehicles on the service drive or extend into any public street or private drive used for traffic circulation.
- 254 G. Signs shall be in accordance with chapter 17.216.
- 255 H. Landscaping and Screening. In addition to the requirements of chapter 17.220, all areas not devoted to  
256 buildings and required parking shall be landscaped and maintained in accordance with section  
257 17.220.080.

258 **I Cannabis grower and/or processor;**

259 **1. May not be located within 500 feet of:**

260 **a. A pre-existing primary or secondary school in the State or a licensed child care center or**  
261 **registered family child care home; or**

262 **b. A playground, recreation center, library, church or public park; or**

263 **c. 1,000 feet of another cannabis business.**

264 **2. May not be located adjacent to a residential use.**

265 **Section 8.** Section 17.80.040 of the Salisbury City Code, entitled “General standards and requirements”  
266 shall be amended as follows:

267 **Chapter 17.80 INDUSTRIAL PARK DISTRICT**

268 **17.80.040 General standards and requirements.**

269 In preparing the overall plan for development of the industrial park, the developer shall take into consideration  
270 the following, which shall be taken into consideration by the approving agencies:

- 271 A. The layout of the site should be that overall systems for sewer, water and drainage may be provided to  
272 adequately serve the proposed industrial uses.
- 273 B. Natural Growth and Screening.
- 274 1. Natural growth should be maintained in such a manner as to screen residential areas adjacent to or  
275 development near the boundaries of the park.
- 276 2. Existing foliage should be used for the screening of open storage yards and unsightly areas within  
277 the industrial park.
- 278 3. Other methods of screening should also be used as recommended for screening in chapter 17.220  
279 where there is no natural growth or to supplement existing natural growth to provide adequate  
280 screening.
- 281 4. Perimeter screening areas shall be shown on the overall development plan.
- 282 C. Provisions should be made for docking facilities if adjacent to navigable waters and for the extension of  
283 rails to those facilities and sites within the park where possible.
- 284 D. The layout of the site should provide a maximum flexibility for sites of various sizes, shapes and  
285 locations for industries that may desire to locate there.
- 286 E. The layout should lend itself to an orderly series of stages of development to ensure that access and  
287 utilities can be provided to each site at a minimum of expense and effort.
- 288 F. All setbacks and side and rear yard and height requirements shall be established in a manner which will  
289 provide maximum flexibility within the park and, at the same time, adequately protect surrounding  
290 development and development within the park.
- 291 G. Outdoor storage of finished or semifinished products manufactured or assembled on the premises shall  
292 not be located within the front yard and shall be screened in a manner which will be compatible with the  
293 architecture of the main building and adequately contain the material stored.
- 294 H. The approved development plan shall contain whatever additional use restrictions are deemed necessary  
295 to promote the health, safety and general welfare of surrounding residents and properties.

296 **I Cannabis grower and/or processor;**

297 **1. May not be located within 500 feet of:**

298 **a. A pre-existing primary or secondary school in the State or a licensed child care center or**  
299 **registered family child care home; or**

300 **b. A playground, recreation center, library, church or public park; or**

301 **c. 1,000 feet of another cannabis business.**

302 **2. May not be located adjacent to a residential use;**

303 **3. A Cannabis On-Site Consumption Establishment is prohibited.**



304 **Section 9.** Section 17.80.060 of the Salisbury City Code, entitled “Permitted uses” shall be amended as  
305 follows:

306 **Chapter 17.80 INDUSTRIAL PARK DISTRICT**

307 **17.80.060 Permitted uses.**

308 All buildings, structures or land shall be used for manufacturing or for the fabrication, assembly, processing,  
309 warehousing, wholesaling or distribution of manufactured goods or for research or for office and related facilities  
310 attendant to these uses. **Cannabis grower and/or processor shall also be permitted.** Government buildings and  
311 public structures are permitted, as well as eating facilities, day-care facilities, motel facilities, schools of special  
312 instruction, including dance, cheerleading, karate, and aerobics schools/studios, indoor recreational establishments  
313 and commercial establishments which serve the industrial park and its occupants.

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

316 **Section 10.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this  
317 Ordinance shall be deemed independent of all other provisions herein.

318 **Section 11.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,  
319 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise  
320 unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph,  
321 subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be  
322 deemed valid and enforceable.

323 **Section 12.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such  
324 recitals were specifically set forth at length in this Section 4.

325 **Section 13.** This Ordinance shall take effect from and after the date of its final passage.

326  
327 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury  
328 held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance of the Ordinance having  
329 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the  
330 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

331

332 **ATTEST:**

333

334

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

337

338

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

340

341

342

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