



## CITY OF SALISBURY COUNCIL MEETINGS

Welcome and thank you for attending this public meeting. We appreciate your interest in what is happening in your City. Please familiarize yourself with the meeting procedures below:

### **Presiding Officer**

The Council President is responsible for conducting the meeting and managing any public comment period. When the Council President is not present, the Council Vice President conducts the meeting.

### **Public Participation in City Council Meetings**

1. In accordance with the Maryland Open Meetings Act, the general public is entitled to attend and observe all meetings of the Mayor and Council except in appropriate circumstances when meetings of the public bodies may be closed under the Act.
2. To encourage community engagement, the Council allows public comment using the following guidelines:
  - a. Work Sessions – persons desiring to speak on matters specific to the topics on the agenda may do so for up to three (3) minutes after each topic has been presented.
  - b. Regular Meetings – persons desiring to speak on any matter may do so for up to four (4) minutes during the “Public Comments” portion of the meeting.
  - c. Please fill out a comment form from the table as you enter Council Chambers, and turn it in to the Clerk.
  - d. The Council President will call you up to the podium. For the record, please state your name, whether you are a resident within the corporate limits of Salisbury, and any organization affiliation you are representing.
  - e. Questions posed by the public during the public comment portion will be logged and tracked by the City Clerk. The City Clerk will forward the questions to the appropriate individual or body for a response.
3. Those in attendance shall be courteous to one another, the Council, and to the proceedings while the Council is in session. Side conversations within the Council Chambers should be kept to a minimum and should not be disruptive.
4. The public body may have an individual removed if it is determined that the behavior of the individual is disruptive. Engaging in verbal comments intended to insult or slander anyone may be cause for termination of speaking privileges and/or removal from Council Chambers.
5. Please approach the City Clerk if you have questions or materials for the Council.

\*\*\*Please silence your cellphone.\*\*\*



## CITY OF SALISBURY CITY COUNCIL AGENDA

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**MARCH 11, 2024**

**6:00 p.m.**

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

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Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:03 p.m. CITY INVOCATION- Pastor Greg Carlson, Park Seventh Day Adventist Church
- 6:04 p.m. CERTIFICATE OF RECOGNITION- Council President D'Shawn Doughty
- Wi-Hi Girls Basketball Team Bayside Champions
- 6:05 p.m. PROCLAMATION- Mayor Randy Taylor
- Endometriosis Awareness Month
- 6:07 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:07 p.m. CONSENT AGENDA- Assistant City Clerk Julie English
- January 22, 2024 Closed Session Meeting Minutes
  - February 12, 2024 Council Meeting Minutes
  - February 20, 2024 Work Session Minutes
  - February 26, 2024 Council Meeting Minutes
- 6:09 p.m. RESOLUTIONS- Mayor Randy Taylor and City Administrator Andy Kitzrow
- **Resolution No. 3333**- recognizing and remembering racial injustice and apologizing to the families and descendants of the victims of the lynchings that occurred in this city
  - **Resolution No. 3334**- proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as "2407 N. Salisbury Boulevard – JDoliver, LLC Annexation"
  - **Resolution No. 3335**- proposing the annexation plan of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as "2407 N. Salisbury Boulevard – JDoliver, LLC Annexation"
- 6:15 p.m. ORDINANCES- City Attorney Ashley Bosché
- **Ordinance No. 2858**- 2<sup>nd</sup> reading- approving a budget amendment of the FY2024 General Fund budget to appropriate funds to the Salisbury Zoo
- 6:16 p.m. PUBLIC COMMENTS

- 6:26 p.m. ADMINISTRATION and COUNCIL COMMENTS
- 6:35 p.m. ADJOURNMENT
- 6:35 p.m. CLOSED SESSION #1- Motion to convene in Closed Session before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process as authorized by the State Government Article, § 3-305(b)(14). Council will discuss options whether to lease or sell Anne Street Village to include matters related to negotiating strategy and the contents of a possible proposal, having found that a public discussion would adversely impact the ability of the City to participate in the proposal process should the City decide to move in that direction.
- 7:05 p.m. ADJOURNMENT OF CLOSED SESSION #1/CONVENE IN OPEN SESSION/REPORT OUT
- 7:07 p.m. CLOSED SESSION #2- Motion to convene in Closed Session to consult with counsel to obtain legal advice on what, if any, legal action the City should take on the Salisbury Town Center litigation as authorized by the State Government Article, § 3-305(b)(7) and (8).
- ADJOURNMENT OF CLOSED SESSION #2/CONVENE IN OPEN SESSION/REPORT OUT
- 7:37 p.m. ADJOURNMENT OF OPEN SESSION
- 7:39 p.m.

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 – March 25, 2024**

- Adopting the TIF policy
- Abandoned shopping cart legislation discussion
- Tax Lien Property MOU discussion
- Update on Carroll Street & Eastern Shore Drive
- Update on Anne Street Village
- Lot 10 Sub Recipient Agreement

Join Zoom Meeting

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

**Meeting ID:** 881 6325 3286

**Passcode:** 812389

Phone: 1.301.715.8592

**CITY OF SALISBURY, MARYLAND**

**REGULAR MEETING**

**FEBRUARY 12, 2024**

**PUBLIC OFFICIALS PRESENT**

*Council President D’Shawn M. Doughty  
Council Vice President Angela M. Blake  
Councilmember Michele Gregory (via Zoom)*

*Mayor Randolph J. Taylor  
Councilmember April R. Jackson  
Councilmember Sharon C. Dashiell*

**IN ATTENDANCE**

*City Administrator Andy Kitzrow, Department of Infrastructure & Development Director Rick Baldwin, Executive Administrative Assistant Jessie Turner, City Clerk Kim Nichols, City Attorney Ashley Bosché and members of the public*

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**PLEDGE OF ALLEGIANCE – CITY INVOCATION**

*The City Council met in Legislative Session at 6:00 p.m. in Council Chambers of the Salisbury Headquarters Building and via Zoom. Council President D’Shawn M. Doughty called the meeting to order and invited everyone to recite the pledge to the flag, followed by inviting Pastor Greg Morris of the Parkway Church of God to the podium to provide the City Invocation.*

**PRESENTATIONS-** presented by Mayor Randolph J. Taylor

- **Proclamation- Black History Month**

*Mayor Randolph J. Taylor invited the members of the TRUTH Committee present forward to join him at the podium to accept the proclamation. Three members joined him- Chair Amber Green, Kenisha Le’Cole and Joe Venosa. Black History Month is observed each February and helps celebrate the achievements of African Americans in the Arts, Civil Rights, Education, Entertainment, Government, History, Law, Literature, Medicine, Military, Music, Politics, Science, Sports, and other endeavors. Designed to recognize the many contributions of African Americans to our history, society, culture and life in the United States, this year’s theme “African Americans and the Arts” serves to preserve important issues, people and stories in African American history through visual and performing arts, literature, fashion, folklore, language, film, music, architecture, and culinary. Mayor Taylor encouraged all citizens to join the City in honoring the history and contributions of African Americans.*

- **Certificate of Recognition- Amazing Shake Winner**

*Mayor Taylor invited Jocelyn Levan forward to the join him at the podium to recognize her outstanding participation as winner of the Amazing Shake Competition at Prince Street Elementary School and to present to her the Certificate of Recognition. The competition introduced students to the business world by reinforcing and testing their skills in manners, discipline, respect and professional conduct. The competition was*

47 *designed to give students the tools to effectively present themselves not only on this day*  
48 *but in the future in their professions outside of school.*

49 *President Doughty remarked that he and Councilwoman Dashiell had the pleasure to*  
50 *meet Jocelyn at the competition and she definitely was a shining star. She not only was*  
51 *the winner out of all of the students at Prince Street Elementary, but she also wowed*  
52 *Superintendent Micah Stauffer. Everyone in the room applauded Jocelyn. Ms. Dashiell*  
53 *told her it was a pleasure to meet her and she outshone everyone else as a wonderful*  
54 *example to all of her classmates. She spent twenty-two years of her life at Prince Street.*

55 *Jocelyn’s mother and Principal Mr. Miller were recognized by Councilwoman Jackson.*

56  
57 **ADOPTION OF LEGISLATIVE AGENDA**

58 *President Doughty called for a motion to adopt the legislative agenda. Ms. Jackson moved, Ms.*  
59 *Blake seconded, and the vote was unanimous (5-0) to approve the legislative agenda.*

60  
61 **CONSENT AGENDA-** *presented by City Clerk Kim Nichols*

62  
63 *The Consent Agenda, consisting of the following items, was unanimously approve on a motion*  
64 *and seconded by Ms. Jackson and Ms. Dashiell, respectively:*

- 65
- 66 • *January 8, 2024 Closed Session Minutes*
- 67 • *January 12, 2024 Special Meeting Minutes*
- 68 • *January 16, 2024 Work Session Minutes*
- 69 • *January 16, 2024 Special Meeting Minutes*
- 70 • *January 22, 2024 Council Meeting Minutes*
- 71 • ***Resolution No. 3324-*** *approving the appointment of Catherine Skeeter to the*  
72 *Sustainability Advisory Committee (Green Team) for the term ending February 2027*
- 73 • ***Resolution No. 3325-*** *approving the re-appointment of Dave Harris to the Zoo*  
74 *Commission for the term ending February 2027*
- 75 • ***Resolution No. 3326-*** *approving the appointment of Mikayla Somers to the Youth*  
76 *Development Advisory Committee for the term ending February 2027*
- 77 • ***Resolution No. 3327-*** *approving the appointment of Nanay Paul to the TRUTH*  
78 *Committee for the term ending February 2027*
- 79

80 *Mr. Doughty recognized the committee members’ service and commitment to the City of*  
81 *Salisbury. None were present at the meeting.*

82  
83 **AWARD OF BIDS-** *presented by Procurement Director Jennifer Miller*

84  
85 *The following Award of Bids were unanimously approved on a motion and seconded by Ms. Blake*  
86 *and Ms. Jackson, respectively:*

- 87  
88 **Award of Bid(s)**
- 89 • *ITB 24-114 Parking Garage Structural Rehabilitation Phase II* *\$794,773.00*

90

91 Ms. Miller presented ITB 24-114. President Doughty called for questions from Council. Ms.  
92 Dashiell asked to confirm the initial issue with the last inspection of the garage was a safety  
93 issue and it was recommended that the garage be repaired in 2020. Why was it not done? If  
94 this was an additional cost over the \$592,000, shouldn't that have come before the City  
95 Council for the new estimate of \$792,773? Why would we put this kind of money into  
96 something that is scheduled for demolition sooner rather than later?  
97

98 Ms. Miller deferred to Mr. Kitzrow for the answers to Ms. Dashiell's questions. He said the  
99 document was the CIP from last year and it included a replacement of the Circle Parking  
100 Garage in FY28. It has now been pushed out several years. The work they were now doing  
101 was preventative maintenance to allow them to gain additional life out of the existing  
102 parking garage. The \$800,000 investment was needed now, but they did not have an  
103 immediate time frame to replace the parking garage.  
104

105 In answering the question about safety, Mr. Kitzrow said a lot of their projects were  
106 backlogged and they had been working on trying to get out from underneath. They had a  
107 shortage in engineering staff and resources and were finally catching up. This was a higher  
108 priority and he recalled the incident at TidalHealth not long ago which made the City move  
109 these to the forefront.  
110

111 The final answer to Ms. Dashiell's question was more of a budget question. He said he  
112 thought the \$794,773 was a totality of Phase II, so it was three different buckets. It was not  
113 an increase, but was being presented as one sum, that was all part of the same phase.  
114

115 Ms. Dashiell asked when the garage would be demolished and replaced. Mr. Kitzrow  
116 answered it would be ten to fifteen years. Periodically the City brought structural engineers  
117 to do a walk through of the garage to see if there was any additional preventative  
118 maintenance that could be done to stretch additional life out of it. He said there was no  
119 indication there was an immediate issue with it. He asked DID Director Rick Baldwin to  
120 join him at the podium.  
121

122 Mr. Baldwin said this had been ongoing for quite some years and there were multiple  
123 assessments done by firms that specialized in parking decks. It was typical that when a  
124 parking garage was built it would have a projected useful life of approximately 25 years.  
125 The City's parking deck was built in two phases. The various years in funding was in  
126 response to the studies we've received. The number of times the City bid was far many more  
127 times the number of opportunities we were able to award. He added that with this round  
128 they would be able to complete Phase II and all recommended repairs, extending the useful  
129 life significantly. They were pleased with the bids that came in this time.  
130

- 131 • ITB A-24-105 Fire Apparatus Maintenance and Repair Services \$250,000.00 est.

132  
133 Ms. Miller presented ITB A-24-105. President Doughty asked if it was typical to only  
134 receive one bid for something regarding this nature, and Ms. Miller replied yes. He asked  
135 then about the close dates. Did they typically report on when they were closed. She  
136 explained the bid date was when they published the bid. Bid opening was when they  
137 physically opened the bids, but they were closed to everyone else.

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- *ITB 24-107 Wastewater Treatment Plant Materials Building Renovations \$249,043.00*

*Ms. Miller presented ITB 24-107. There were no Council questions.*

- *ITB 24-113 Truitt Street Community Center HVAC Installation \$148,880.00*

*Ms. Miller presented ITB 24-113. President Doughty said he was excited the City was moving forward with this project.*

- *ITB 24-112 Truitt Street Community Center Electrical Installation \$142,000.00*

*Ms. Miller presented ITB 24-112 and there were no questions from Council.*

- *RFP A-24-102 Engineering Services \$ 0.00\**

*a. \*Multiple vendor awards on a task-order basis*

*Ms. Miller presented A-24-102. Mr. Doughty commented that the firms were familiar names and good to work with.*

*Approval of Tier 6 Change Order*

- *RFP 20-103 Laboratory Information Management System – CO #6 \$ 0.00*

*Ms. Miller presented the Change Order RFP 20-103. Council had no questions.*

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

- **Ordinance No. 2853-** *2<sup>nd</sup> reading- approving a budget amendment of the FY2024 General Fund Budget to appropriate funds to the Salisbury Fire Department’s operating account*

*Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance No. 2853 for second reading.*

- **Ordinance No. 2854-** *2<sup>nd</sup> reading- authorizing a budget amendment and the Mayor to appropriate funds for the WWTP Material Warehouse Project*

*Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance No. 2854 for second reading.*

- **Ordinance No. 2855-** *1<sup>st</sup> reading- authorizing a budget amendment to reallocate \$149,000.00 from the Main Street Master Plan Project to serve as the local match to the Transportation Alternative Program – Salisbury Citywide Bikeways Design Project*

*Ms. Jackson moved, Ms. Dashiell seconded, and the vote was unanimous to approve Ordinance No. 2855 for first reading.*

- 185 • **Ordinance No. 2856**- 1<sup>st</sup> reading- authorizing the Mayor to enter into a contract with  
186 the Community Foundation of the Eastern Shore for the purpose of accepting grant  
187 funds in the amount of \$1,500, and to approve a budget amendment to the Grant Fund to  
188 appropriate these funds for the Salisbury-Wicomico Integrated Firstcare Team  
189

190 Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve  
191 Ordinance No. 2856 for first reading.  
192

- 193 • **Ordinance No. 2857**- 1<sup>st</sup> reading- to amend Chapter 15.24 of the Salisbury City Code,  
194 entitled "Housing Standards", to clarify fire and life safety provisions regarding the  
195 Fire Marshal and this code  
196

197 Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve  
198 Ordinance No. 2857 for first reading.  
199

200

### 201 **PUBLIC COMMENTS**

202

203 *Four people provided the following comments:*  
204

205

- 206 • *Speaker stated he emailed Council on the Award of Bids parking structure rehab item and*  
207 *attended to hear the discussion, but only heard it said that the City would take that \$30*  
208 *million item in the CIP to replace the existing parking garage. The work at the existing*  
209 *parking structure was already pushed back in the CIP to 2028.*

- 210 • *Speaker said he found \$592,000 appropriated for the garage in a CIP from four years ago.*  
211 *It was difficult reading through the City's documents, so there could be more funds*  
212 *appropriated.*

- 213 • *There were 703 parking spaces in the garage and part of the sale of the existing parking lots*  
214 *was that there was extra room in the garage for them to park. All the lots now have been*  
215 *sold except for a small lot on Rt. 50.*

- 216 • *If the parking garage was torn down to be replaced, where were the people going to park?*

- 217 • *We've sold the lots where they might park while the parking structure was being replaced. It*  
218 *would make sense to do the replacement now and strike a deal with one of the developers*  
219 *that bought those lots to use them for the time needed. This epitomized the ridiculous way*  
220 *the City was managed in recent years.*

- 221 • *3.25.010 established the HORIZON program. (Speaker handed the copy of the code to Ms.*  
222 *Nichols and it has been attached as part of the minutes.) It stated the program shall be*  
223 *reevaluated after three years, and the Council could amend the program or end the program*  
224 *at any time by resolution. It was time to bring the program under control or to rescind it.*

- 225 • *Speaker read from an article in the Baltimore Sun from April 8, 2021 in which it stated that*  
226 *Harford County's former Planning & Zoning director made a mistake when he determined*  
227 *that five sober living facility houses could be built in a residential neighborhood south of*  
228 *Belair without a Special Exception, as determined by a County Zoning hearing examiner.*

- 229 • *Speaker passed out to Council another article that states Maryland made it easy to open and*  
230 *operate sober living homes. The argument was that the State of Maryland was overseeing*  
*these homes and that was not the case, with very few exceptions. It was months since he*



- 231 received an update. Mr. Kitzrow offered a conversation with Mr. Boda last month, but  
232 speaker had not heard from that office.
- 233 • The conversation has been going on here since July 4<sup>th</sup> for some kind of process to be made  
234 to certify recovery homes. He advised the City to create a citizens advisory committee on  
235 group living or sober living. He was getting disheartened to come every two weeks to speak  
236 into the void.
  - 237 • While trying to avoid litigation from recovery homes against Salisbury, he brought the  
238 article to remind County that citizens were suing governments. He was getting close to  
239 create a community organization effort to gather the concerned citizens to consider a  
240 lawsuit of their own.
  - 241 • Speaker thanked Council for their leadership on behalf of the community. Approving the  
242 bikeways grant was a step in the right direction. Bike lanes have been worked on in the City  
243 since 2012. There were things done well and other things that we've learned from and will  
244 do differently. We were mature enough as a community to be good stewards of the money to  
245 turn into meaningful improvements. He thanked Council for supporting the legislation.
  - 246 • Speaker said she mentioned getting reports from commission meetings attended by members  
247 of the City Council so that the public would get a synopsis of what the boards and  
248 commissions were doing. It would open transparency and build relationships with the City  
249 Council members.
  - 250 • Two meetings ago there were members of the community who addressed the tragedies that  
251 occurred during a very cold spell. There were questions from those individuals about what  
252 was going on and responses were not given by Council members. This standard had held for  
253 years. She thought a report should come out to the public about what was discovered and  
254 learned and what our procedures and policies were. She asked how many people were in the  
255 Anne Street Village, who were the employees hired by the City as homeless coordinators,  
256 what were they doing, and were they pursuing their duties to offer the homeless individuals  
257 respite, care, warmth, and concern, or did they go home after work to their warm homes  
258 when everybody else went home.
  - 259 • The HORIZON Program was up for review and the infrastructure built should carry  
260 their weight in providing revenue for fire, police, streets, maintenance, and upkeep.

## 261 ADMINISTRATION AND COUNCIL COMMENTS

262 *Mr. Kitzrow stated if Council was interested in creating a Task Force or committee, it may be a*  
263 *useful use of time. He would follow back up after speaking with the Mayor. They would continue to*  
264 *work on providing updates to questions and concerns. Salisbury had a big structural fire over the*  
265 *weekend. It was a great response time by our team, and luckily no lives were lost.*

266 *Mayor Taylor said he did an analysis on assessments that were coming online. He thought it was a*  
267 *good idea to incent people to push into the urban core around downtown. The current HORIZON*  
268 *program was too long in its repayment and could be tweaked to keep the incentive going downtown.*  
269 *The Ross only had a 4 ½% increase in the amount of new assessments coming onboard. He said he*  
270 *pushed the Apology Resolution over to the TRUTH Committee. They were to meet on February 21<sup>st</sup>*  
271 *and he had positive results so far. He hoped to have it presented very soon.*

272 *Ms. Gregory reminded everyone that Covid was still around. She was fortunately over it, but we*  
273 *really needed to be very careful. to get a flu shot and wear a mask. The flu was running rampant.*

278  
279 *Ms. Dashiell reported she attended the Wicomico County Airport Commission this afternoon. The*  
280 *airport was establishing a maintenance tech school to train airline mechanics. The target for*  
281 *starting the school was in the Fall of this year. As Wayne Strausburg stated, there were planes*  
282 *flying over us all the time and we needed to have a reason to pull them down. This school would*  
283 *hopefully help do that and help grow. She attended the Rotary Luncheon where two heroes were*  
284 *honored – Bill Suess and Alfred Jones.*

285  
286 *Ms. Blake asked drivers to stop for school buses. On Long Avenue where the Board of Education*  
287 *office building was, buses stop and let students off there. Many people do not stop for them. She*  
288 *noted the fire on Pemberton looked very, very bad. She was happy nobody was hurt and praised*  
289 *the Fire Department. She frequently attended the Human Rights Committee over the past two*  
290 *years, and the committee has re-grouped over the past two months or so. The Board members*  
291 *were addressing by-laws and how the group should function. She met with the Bicycle and*  
292 *Pedestrian Committee in December and enjoyed hearing the discussion on the bike lanes, Rails*  
293 *to Trails project, and getting bike education out to the community. If healthy enough, please*  
294 *donate blood or plasma, and become an organ donor. The Eastern Shore remains very low.*

295  
296 *Ms. Jackson had a report from the Parks & Rec Committee next week. She reported on some*  
297 *prominent African American leaders here on the Shore, including James Leonard. He initiated the*  
298 *Leonard Apartments for domestic farm workers only, which was on the corner of Booth Street in*  
299 *1988. He was passionate about having housing for domestic farm workers, and the apartments were*  
300 *named in his honor. He also owned a store at 617 Lake Street.*

301  
302 *Mr. Phillip Deshields was the first African American man that she knew of in Salisbury as being the*  
303 *President of the Wicomico County NAACP. Reverend J.C. Mills, former pastor of First Baptist*  
304 *Church, was a civil rights leader and strong advocate for the African American community.*  
305 *Emerson Holloway, a school teacher, was the first African American to serve on the Wicomico*  
306 *County Council. There was a park named in his honor. Ms. Gertrude Shockley was the first African*  
307 *American female to serve on the Salisbury City Council.*

308  
309 *On May 18, 1968, a Salisbury police officer shot and killed someone who was deaf. It triggered*  
310 *unrest for three days with burning and looting. Ms. Jackson said she remembered the riots against*  
311 *anyone in the area who was not of color. She remembered seeing the cinder blocks and bricks, and*  
312 *recalled a fireman getting knocked off of a fire engine. Her father was on one end of Lake Street*  
313 *trying to stop everyone not of color from coming down the street so they would not get hurt.*

314  
315 *Professor and Jeanette Chipman were members of the same church she and her family attended.*  
316 *Professor Chipman was the epitome of greatness, intelligence and faithfulness. Her father sued the*  
317 *City before redistricting, and he won! Before that, they had no representation or way to enter this*  
318 *political arena. Billy Gene Jackson was a youth advisor, civil rights leader, and loved children.*

319  
320 *Downtown Salisbury was a thriving area, with The Blue Moon, Ritz Theater, Willow and Allied*  
321 *Cab, Blue Tango, Mr. Curleys, Lock and Load, and Big-Hearted Charlie. These were the people we*  
322 *should teach our young people about.*

323  
324 *There were African American women in leadership roles including Lavonzella Siggers, Rachel*  
325 *Polk, Shanie Shields, Mary Pinkett, and even herself- all who represented District One in Salisbury.*  
326 *The first African American female on the Wicomico County Council was Sheree Sample-Hughes.*  
327 *She went to become the first African American woman to represent 37A and Speaker Pro Temp.*  
328  
329 *Rudy Kane, Sr. who recently passed was the first African American to represent 37A and the first*  
330 *African American man to sit on the Wicomico County Council.*  
331  
332 *She did not find much online, and would not have known these things if her father had not shared*  
333 *them with her. It was up to us to keep our Black History alive because it was not online anywhere.*  
334  
335 *President Doughty said he was glad she was furthering her father's legacy and glad to get some*  
336 *history lesson. He got that every week when visiting his grandparents. A lot of youth and community*  
337 *members did not know all of the Black history in Salisbury and Wicomico County, and he did not*  
338 *want the work of our ancestors to be in vain. He said the Rules of Order would include Council*  
339 *reporting on their committees. He said he attended the monthly Planning & Zoning and last month*  
340 *the big topic was that there would be a Dollar General on Milford Street near Mitchell's Martial*  
341 *Arts. Last week Mr. Doughty said he volunteered at the Junior Achievement Leadership Academy. It*  
342 *was amazing spending time with 10 -12 graders from the community and being a part of that. He*  
343 *attended the Business After Hours at Wor-Wic Community College.*  
344  
345 *Ms. Dashiell added that if anyone had children in the public school system, they may want to share*  
346 *the information Ms. Jackson provided.*

347  
348 **ADJOURNMENT**

349  
350 *With no further business to discuss, the Legislative Session adjourned at 7:19 p.m.*  
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CITY OF SALISBURY, MARYLAND  
CLOSED SESSION  
JANUARY 22, 2023

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*TIME & PLACE:* 6:36 p.m., Council Chambers, Government Office Building  
*PURPOSE:* to consult with counsel to obtain legal advice on matters that relate to ongoing collective bargaining negotiations as authorized by the State Government Article, § 3-3-5(b)(7)(9). Council was going to consult with special legal counsel to consider all matters that related to the City’s ongoing collective bargaining negotiations.  
*VOTE TO CLOSE:* Unanimous (5-0)  
*CITATION:* Annotated Code of Maryland §3-305(b)(7)(9)  
*PRESENT:* Council President D’Shawn M. Doughty, Mayor Randolph J. Taylor, Vice President Angela M. Blake, Councilmember April R. Jackson, Councilmember Michele Gregory, Councilmember Sharon C. Dashiell, City Administrator Andy Kitzrow, City Attorney Ashley Bosché, City Clerk Kim Nichols

\*\*\*\*\*  
The City Council convened in Legislative Session at 6:00 p.m. on December 11, 2023 in Council Chambers of the Government Office Building and via Zoom Video Conferencing. At 6:35 p.m. President Doughty called for a motion to convene in Closed Session to consult with counsel to obtain legal advice on matters that relate to ongoing collective bargaining negotiations as authorized by the State Government Article, § 3-3-5(b)(7)(9). Council would consult with special legal counsel to consider all matters that related to the City’s ongoing collective bargaining negotiations.

Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to convene in Closed Session. The Closed Session convened at 6:36 p.m.

Council did not discuss City business in Closed Session because the special legal counsel was unable to participate. It was thought that he would be joining the Closed Session via Zoom, but he was unavailable due to a scheduling misunderstanding. After he was contacted via telephone and Council realized he was unavailable, the Closed Session immediately adjourned.

**Motion to adjourn Closed Session**

At 6:45 p.m. Ms. Jackson moved, Ms. Dashiell seconded, and the vote was unanimous to adjourn the Closed Session.

**Convene in Open Session / Report to Public / Adjournment**

Council returned to Open Session and President Doughty reported that Council had just returned from Closed Session. Because special legal counsel had a prior obligation due to a scheduling misunderstanding, Council did not fulfill the Closed Session. The Open Meeting was adjourned.

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

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Council President

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CITY OF SALISBURY  
WORK SESSION  
FEBRUARY 20, 2024

Public Officials Present

Council President D’Shawn M. Doughty                      Mayor Randolph J. Taylor  
Vice President Angela M. Blake                              Council member Michele Gregory (Zoom)  
Council member Sharon C. Dashiell                          Council member April R. Jackson (Zoom)

In Attendance

City Administrator Andy Kitzrow, Fire Chief Rob Frampton, Department of Infrastructure and Development (DID) Director Rick Baldwin, Associate Planner Amanda Rodriguez, Arts, Business and Culture Department (ABCD) Director Allen Swiger, Sustainability Specialist Dylan Laconich, Ethics Commission Chair Dr. Tim Stock, Elections Board President Susan Carey, City Attorney Ashley Bosché, Assistant City Clerk Julie English and members of the public

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On February 20, 2024 the Salisbury City Council convened at 4:30 p.m. in Work Session in Council Chambers of SBY Headquarters, located at 115 S. Division Street. President Doughty called for a moment of silence to remember Captain Bryan Lewis, an employee of the Salisbury Fire Department who recently lost his fight with cancer.

Due to a scheduling conflict, the Code of Ethics was moved to the beginning of the agenda. President Doughty asked for a motion to amend the agenda. Ms. Blake moved, Ms. Dashiell seconded.

The following is a synopsis of the items discussed during the Work Session.

**Boards, Committees, Commissions and Task Force Code of Ethics**

Ethics Commission Chair Dr. Stock began by explaining the purpose of the Ethics Commission. They provided advisory opinions on City matters that were not binding. The opinions were meant to contemplate the legal requirements and reflect the “likely judgements that city residents would reasonably make in reaction to the case.” The Commission also reviewed complaints they received in addition to the Financial Disclosure forms of City employees. In 2023 they met four times and so far this year they had already met three times.

The City requested that the Ethics Commission review a Code. They were given two different drafts of a code, which were created by City interns. The Commission decided it would like a restricted code which stated matters of principle. Using the drafts they received and by referencing the City Employee Handbook, they compiled a draft Code of Ethics to present to the City Council. The purpose of the Code was to assist with avoiding misunderstandings and inconsistencies, and to provide transparency to the

44 public. Dr. Stock noted that once the Code of Ethics was approved there would need to  
45 be updates to the City Employee Handbook. He added that a number of the advisory  
46 opinions they received involved the dual employment of City employees and was  
47 something they would need to address.

48  
49 Mr. Kitzrow asked for clarification on the dual employment policy; whether it would be  
50 adopted or added as a piece of the Handbook. City Attorney Ashley Bosché  
51 recommended that it be adopted. Mr. Kitzrow added that the topic of dual enrollment  
52 had also been addressed in the bargaining discussions. Dr. Stock shared a few baseline  
53 things that should be considered during those conversations.

54  
55 Mayor Taylor asked if the Ethics Commission had ever found anyone guilty of an ethical  
56 violation. Dr. Stock responded that on the quasi-judicial side of things they had not.  
57 However, regarding the advisory opinions they addressed, there were issues discussed.  
58 He pointed out that they were a deliberative body so in some cases there was consensus  
59 by the Commission members and other cases there was not, which was reflected in the  
60 advisory opinion.

61  
62 Mayor Taylor asked if their primary interest was the Administrative members or  
63 employees. Dr. Stock and Ms. Bosché agreed it was both.

64  
65 Ms. Dashiell shared her concern that the Code was too subjective. Dr. Stock responded  
66 that subjective judgements about right and wrong were relevant for public work and  
67 could never be totally eliminated. Ms. Bosché, from a legal standpoint, shared that the  
68 binding document was the Ethics Code. The Code of Ethics they presented was more of  
69 a guidepost. She also pointed out that the Ethics Code applied to elected officials, city  
70 officials, and only certain members of the Boards and Commissions.

71  
72 The following public comments were heard on this topic:

73  
74 Speaker #1 thanked the Commission for working on the Code. She felt it was still too  
75 lengthy and needed to be more concise. She was confused with the meaning of the line  
76 referencing “personal and organizational decision responsibility.”

77  
78 Speaker #2 would like to see all committee and commission members held accountable.  
79 There should not be exceptions for certain members.

80  
81 Speaker #3 agreed the Code should be more concise. She was concerned that Community  
82 Engagement was listed so far down in the Code. She spoke about an outreach plan for  
83 this document as well. She would like community engagement to be higher on  
84 everyone’s list.

85  
86 **Budget amendment to appropriate funds to the Salisbury Zoo**

87  
88 Arts, Business and Culture Department Director Allen Swiger explained to Council  
89 members that from mid-December into January, the Zoo experienced significant

90 equipment and facility failures. Among them was the roof of the Education building and  
91 the geo-thermal unit at the animal hospital. All invoices for the repairs/replacements  
92 were included in the agenda packet.

93  
94 Mr. Swiger requested \$50,000 to replenish the building account for the Zoo to allow for  
95 the upkeep of the exhibits for the remainder of the fiscal year.

96  
97 Mr. Kitzrow added that Administration had been tracking those things and were working  
98 on the funding for them but things declined quicker than anticipated. The Zoo had the  
99 full support of Administration.

100  
101 Ms. Dashiell thanked Mr. Swiger for all the work done for the Zoo.

102  
103 President Doughty asked if they were taking a deeper dive into the future of the Zoo. Mr.  
104 Swiger responded that this was the 70<sup>th</sup> year of the Zoo and there was a gala planned for  
105 June 8<sup>th</sup> from 5 p.m. until 9 p.m. In addition, there was a 5 year masterplan for the Zoo  
106 to regain it's accreditation. The recent repairs were done to AZA standards.

107  
108 Ms. Blake asked about the gala and acknowledged that the Zoo was a lot to keep on top  
109 of. She stated the zoo was beautiful and she appreciated all Mr. Swiger did. Finally, she  
110 added her appreciation for the detailed information in the packet for Council's review.

111  
112 Ms. Gregory thanked Mr. Swiger for getting the repairs done in a timely manner and for  
113 including all of the receipts.

114  
115 Ms. Jackson asked if there was a plan in place or money set aside to address the flooding  
116 issue in the Zoo. Mr. Kitzrow responded that funding in the 5 year plan was geared  
117 toward exhibit upgrades and facility improvements. He added that the Zoo was in a flood  
118 plain. The sustainability of it was a bigger conversation that would need to be had. There  
119 was not funding set aside to assist with pending weather situations. Mr. Swiger shared  
120 that the safety of the animals were always taken into consideration. The alpacas received  
121 an upgrade that raised a portion of their exhibit to protect them from water.

122  
123 Mayor Taylor asked, on average how many days per year of operation did the Zoo lose  
124 due to weather conditions. Mr. Swiger answered about 4 days.

125  
126 The following public comments were heard on this topic:

127  
128 Speaker #1 stated that this was an example of municipal management that the City  
129 Council needed to pay attention to. She did not believe the things listed in the invoices  
130 were emergency things. They were things caused by deferred maintenance and lack of  
131 municipal management.

132  
133 Council reached unanimous consensus to advance the legislation to legislative agenda.

134  
135 **Salisbury Fire Department (SFD) 2023 Statistical Update**

136  
137 Fire Chief Rob Frampton began the presentation by informing the Council that, in an  
138 effort for transparency, there would be quarterly statistical updates from the SFD. Chief  
139 Frampton provided a breakdown of the departments, staffing, stations, services and  
140 equipment used by the SFD. He provided a comparison and breakdown of calls received  
141 in 2022 and 2023.

142  
143 Mr. Kitzrow asked Chief Frampton to highlight what defined which unit(s) responded.  
144 Chief Frampton explained that an automatic fire alarm in a residence, for example,  
145 required one engine truck or one ladder truck. However, if the call involved a higher  
146 occupancy building, an engine and a truck were dispatched. Structure fires received two  
147 engines, a truck and outside units.

148  
149 Mayor Taylor asked if a structure fire call was considered three calls. Chief Frampton  
150 explained that it was considered one call with three units responding.

151  
152 In continuing with the presentation, Chief Frampton pointed out the increase in EMS  
153 calls received in 2023 located outside of the SFD Districts was up 24%. He explained it  
154 was due to the decline in volunteers and the staffing of the stations outside the SFD  
155 district. He also pointed out the 6.67% decline in Fire calls in the Incorporated District  
156 and attributed that to the work of the Fire Marshal's office.

157  
158 Chief Frampton also provided statistics on the following topics:

- 159
- 160 • EMS billing
  - 161 • Calls SFD could not get to
  - 162 • Cardiac arrests
  - 163 • Civilian fire deaths and injuries
  - 164 • SWIFT patients
  - 165 • MDCN calls
  - 166 • Fire unit response times
  - 167 • Fire Marshal's office statistics
  - 168 • Community events and programs
  - 169 • Opioid calls
  - 170 • Property loss
  - 171 • Employee sick and FMLA hours
  - 172 • EMS unit response times
  - 173 • Return on investment
  - 174 • Comparisons to others areas
- 175

176 In conclusion, Chief Frampton stated the department was busy but had made a  
177 tremendous impact. The numbers showed they were a fiscally responsible department.

178  
179 Mayor Taylor asked for a percentage of calls around the nursing homes with respect to  
180 repetitive users. Chief Frampton responded that he did not have that information with  
181 him but Salisbury was the hub for skilled nursing facilities. Mayor Taylor then asked if



182 there was a lower cost delivery system for those areas. Chief Frampton shared that there  
183 were agreements being made and meetings that happened monthly to discuss those types  
184 of concerns. Mr. Kitzrow added that there may be a conversation down the road  
185 concerning a partnership with TidalHealth.

186  
187 Ms. Dashiell thanked the firefighters for also saving animals in distress.

188  
189 Ms. Blake stated there should not be any question about the Fire Service Agreement with  
190 the County at this point. She also shared a story involving one of her students. She  
191 appreciated all the department did.

192  
193 Ms. Jackson commended Chief Frampton and Chief Meienschein for being so  
194 forthcoming with the public and Council. She appreciated the SFD and the work they did  
195 every day.

196  
197 Ms. Gregory also commended the SFD. She shared the positive, personal experiences she  
198 had with them in taking care of her son. She assured Chief Frampton the Council would  
199 support them in their needs.

200  
201 **Critical Area Map Update**

202  
203 Infrastructure and Development Director Rick Baldwin introduced Associate Planner  
204 Amanda Rodriguez to Council. Ms. Rodriguez defined *critical area* as a “1,000 foot  
205 landward buffer from waters of the Chesapeake Bay that are marked for special  
206 protection by the State.” She gave a brief history and explained the request by the State  
207 to update critical area maps. In completing this task, goals of the Infrastructure and  
208 Development Department included making the map available to the public and notifying  
209 property owners of any changes in their lot greater than one percent. Ms. Rodriguez  
210 explained the different areas on the map.

211  
212 Mr. Kitzrow asked Ms. Rodriguez to provide a high level definition of ‘critical area’ for  
213 those who were not familiar with it. Ms. Rodriguez reiterated her definition from earlier  
214 and added that those areas had limited development, multiple classifications, and areas  
215 of conservation. She stated the City of Salisbury’s critical area was almost entirely  
216 intensely developed.

217  
218 At the request of President Doughty, Ms. Rodriguez explained that the State GIS team  
219 worked on the map and used it to gather their resources.

220  
221 Mr. Kitzrow asked Ms. Rodriguez to explain what the process was if someone in a  
222 critical area wanted to develop it. She stated there were specific permits to be obtained  
223 and mitigation needed. The intensely developed areas had limited onsite mitigation.

224  
225 Council reached unanimous consensus to proceed with the map as presented.

226  
227 **Green SBY Website Presentation**

228  
229 Sustainability Specialist Dylan Laconich presented the Green SBY website  
230 (bit.ly/greensby) to Council. It featured initiatives and provided ways for the public to  
231 engage. Some features Mr. Laconich pointed out were the Infrastructure Viewer Map,  
232 How-to Guides, Resident Resources for Cleanups and Environmental Advocacy Survey.  
233

234 The following comment was heard on this topic:  
235

236 Speaker #1 referenced an article that was submitted to Council. She spoke about  
237 previous administration and current council members. She added that the City would be  
238 losing the only Bed and Breakfast in Salisbury. At that point, President Doughty  
239 reminded the Speaker that she could only on the topic of the Green SBY website. The  
240 Speaker continued to reference subjects not directly associated with the website. Once  
241 again, President Doughty intervened and ended the public comment.  
242

### 243 **Proposed Ordinance and Charter Amendments associated with the Elections** 244

245 City Attorney Ashley Bosché explained that the Election Board faced many firsts with  
246 the recent 2023 Election. They decided to take a holistic look at what occurred to  
247 determine where things could improve. In addition to proposed Charter and Code  
248 amendments, the Board would also be reviewing the Candidate Packet, drafting a policy  
249 on complaints, reviewing the rules and procedures that govern the Board and looking  
250 over the Campaign Financial Disclosure forms. Ms. Bosché stated that the four charter  
251 amendments being presented were a result of issues that came up during the 2023  
252 Election.  
253

254 The proposed amendments to §SC1-1 clarified that any references to the “City” or  
255 “Salisbury” in the City Charter or Municipal Code meant within the City of Salisbury.  
256

257 Council reached unanimous consensus to move the legislation forward to legislative  
258 agenda.  
259

260 The proposed amendments to §SC2-2 served to clarify the qualifications to run for  
261 Council. The most significant change was replacing any form of the term ‘resided’ with  
262 forms of the term ‘domiciled.’  
263

264 Mayor Taylor asked what the technical difference was between resided and domiciled.  
265 Ms. Bosché explained that an individual could have multiple residences but only one  
266 domiciliary. She shared that the State and other locations provided criteria that could be  
267 used in determining an individuals domiciliary. She added that domiciliary would be  
268 explained further in the Candidate Packets.  
269

270 Ms. Blake asked if one of the factors (to be considered in determining a domiciliary) was  
271 proof of residency. Ms. Bosché noted that changes to the Candidate Packet included  
272 having the candidates sign under the penalty of perjury that they met the requirements,

273 signatures would be notarized and verbiage added to allow the Board to request further  
274 documentation if anything came into question.  
275  
276 Unanimous consensus was reached to move the legislation forward to legislative session.  
277  
278 The following public comment was received on this topic:  
279  
280 Speaker #1 questioned if the language would include the corporate limits of Salisbury.  
281 Ms. Bosché referenced §SC1-1 discussed earlier, which clarified where the candidate  
282 was required to domicile.  
283  
284 The proposed amendments to §SC3-2 were similar to those in §SC2-2 except it  
285 addressed the position of Mayor rather than Council.  
286  
287 Mayor Taylor asked for clarification on the required time a mayoral candidate must live  
288 in the City of Salisbury and the required time a council candidate must live in the City of  
289 Salisbury. Ms. Bosché explained that a mayoral candidate was required to be domiciled  
290 in the City for at least one year, where a council candidate must be domiciled in the  
291 district for which they were running at the time of filing for the election.  
292  
293 Council reach unanimous consensus to move the legislation forward to legislative  
294 session.  
295  
296 The proposed amendments to §SC6-6, §SC6-9 and the addition of §SC6-16 included  
297 changes to the Certificate of Nomination and language allowing the Election Board to  
298 request additional information if needed, additional language referencing Maryland State  
299 law and regulations, and the addition of a new section addressing Write-in Candidates,  
300 respectively.  
301  
302 After hearing about the changes to §SC6-6, Ms. Dashiell questioned who the ‘person’  
303 was in the phrase “...a statement that the person is qualified to be a candidate for that  
304 office...” Ms. Bosché answered that it referred to the person applying.  
305  
306 President Doughty referenced line 47 where “and any other information required by the  
307 City of Salisbury Election Board” was added. He asked for confirmation that the Board  
308 could not request information that was not pertinent to the candidates eligibility. There  
309 was discussion between council members, administration, and Ms. Bosché regarding the  
310 added language. Ms. Bosché offered examples of revised language that could be used.  
311  
312 Mayor Taylor then asked about what documentation could be provided to prove someone  
313 had lived in the City for one year. Ms. Bosché stated it would be up to the candidate to  
314 determine what documents provided proof of the matter in question. Mayor Taylor added  
315 that the two most likely things that would need to be proven were domicile and length of  
316 time.  
317

318 Ms. Bosché clarified that she would make revisions to the language in §SC6-6 so it was  
319 not so broad.

320  
321 She then moved forward and presented the proposed changes to §SC6-9. President  
322 Doughty pointed out that the City defered to State law if a situation or question was not  
323 addressed in the City Code or Charter, rather than deferring to County rules and  
324 regulations.

325  
326 Ms. Bosché explained §SC6-16 and that it provided direction with regard to Write-in  
327 candidates.

328  
329 The following public comment was given on this topic:

330  
331 Speaker #1 addressed §SC6-6. She believed the language was ambiguous. She requested  
332 specificity be given as to what documentation could be requested by the Board. She felt  
333 the language gave the Board too much power to determine whether or not someone  
334 qualified to run for office.

335  
336 Ms. Bosché responded that it would be difficult to list specific documents since  
337 candidates had different circumstances. She explained that there was a list that could go  
338 in the Candidate Packet rather than in the Charter or Code. She did not recommend those  
339 specifics be included in the amendments.

340  
341 Speaker #1 continued to state there should be more specificity and that any requests for  
342 documentation should be requested from all candidates for consistency. With that, Ms.  
343 Bosché recommended tabling the legislation until the Board was able to work on the  
344 Candidate Packet. She did not believe the intention of the Board was to ‘put someone  
345 through the ringer’ during the qualification process but there needed to be checks and  
346 balances for the candidates.

347  
348 Ms. Jackson felt that a list of all possible documents proving a candidates qualification  
349 should be provided to all candidates.

350  
351 Mayor Taylor shared a situation from a past election where a mayoral candidate used an  
352 address that was not his domiciliary.

353  
354 Ms. Dashiell asked if there was a way to reference the Campaign Packet in the language.

355  
356 Mr. Kitzrow asked, as a point of clarification, if the candidate would be the one to  
357 determine which document(s) from the list would be presented rather than the Clerk’s  
358 Office or Board members deciding. Ms. Bosché confirmed that was correct.

359  
360 Assistant City Clerk Julie English asked Ms. Jackson and Speaker #1 for clarification as  
361 to whether they were requesting that all candidates to turn in required documents with  
362 the Candidate Packet or if they were requesting the documents be turned in if a  
363 discrepancy was located or a complaint was filed.

364  
365 Mr. Kitzrow recommended that all candidates be required to submit the same  
366 documentation. Ms. English agreed and shared from her experience with the 2023  
367 Election that things would go smoother if all candidates turned in the same  
368 documentation with their Candidate Packet.

369  
370 Ms. Bosché recommended the legislation that had already received Council consensus be  
371 put on hold until this was resolved. She informed Council that the Election Board would  
372 meet on Thursday and discuss §SC6-6 along with the Candidate Packet. Everything then  
373 would return to a future Work Session for consensus on all legislation.

374  
375 The proposed amendments to the Salisbury City Code, Chapter 1.08 Election Board,  
376 involved the applications for mail-in ballots and the canvassing of ballots.

377  
378 Ms. Bosché explained that one of the amendments corrected the time at which the  
379 Wicomico County Board of Elections picked up their mail from the post office and the  
380 other amendment referenced current Maryland State law for deadlines to receive mail-in  
381 ballots.

382  
383 After a question from Mayor Taylor, Ms. Bosché clarified that the amendment to  
384 Chapter 1.08.220 referred to the topic of requesting a mail-in ballot.

385  
386 President Doughty requested that all proposed amendments that Ms. Bosché presented on  
387 behalf of the Election Board be held until all legislation received consensus. All  
388 legislation would then be moved forward together.

389  
390 **ADMINISTRATION AND COUNCIL COMMENTS**

391  
392 Ms. Blake requested that an update on the following projects be added to the next Work  
393 Session: Salisbury Town Center, Mitchell Landing, Anne Street Village. She also asked  
394 those who were healthy enough to donate blood.

395  
396 Ms. Jackson provided a Black History moment highlighting the late Ms. Loretta B.  
397 Jolley. She owned a funeral home for 50 years in Salisbury. It was a family run business  
398 that continued to thrive.

399  
400 Ms. Gregory also requested an update on the Town Center project. She requested that a  
401 Special Meeting be held on Monday to provide the update. President Doughty  
402 entertained a motion to hold a Special Meeting for an update on the Town Center  
403 project. Ms. Gregory moved, Ms. Blake seconded and the vote was unanimous. Council  
404 requested that the meeting be held on the upcoming Monday.

405  
406 Ms. Gregory reminded everyone that Covid was still around and asked those feeling  
407 poorly, even if they tested negative, to please stay home. She also asked that people be  
408 mindful of those who were immunocompromised and those who were not vaccinated for  
409 various reasons.

410  
411 Ms. Dashiell thanked Russell and Adam from the Water Works-Utilities department for  
412 their quick response and customer service. She also issued a challenge to all City of  
413 Salisbury departments to participate in the Hands and Hearts Ending Homelessness  
414 (HHEH) event after announcing that the Housing & Community Development  
415 Department would be providing dinner for the shelter one night. She added that Mayor  
416 Taylor would be working registration next Thursday.  
417

418 President Doughty asked for continued thoughts and prayers for Bryan Lewis' family as  
419 everyone would pay their respects the following day at the funeral. He thanked Ms.  
420 Jackson for the tribute to Black History Month. He shared that he had the pleasure of  
421 attending the Black History Celebration at the home of Governor Wes Moore. President  
422 Doughty made sure to underscore with the Governor the great work being done in  
423 Salisbury. He closed with sharing that the Wi-Hi girls basketball team was playing in the  
424 Bayside Championship game, which was where he was headed.  
425

426 **Adjournment**

427  
428 With no further business to discuss, President Doughty adjourned the Work Session at  
429 6:48 p.m.  
430

431 \_\_\_\_\_  
432 City Clerk

433 \_\_\_\_\_  
434 \_\_\_\_\_  
435 Council President



Home > Local News >

LOCAL NEWS

# This City In Maryland Has Been Named The Most Miserable City In The State



By Diane Moore

Last updated Feb 16, 2024

Maryland is a state with various attractions, including the Chesapeake Bay, the National Aquarium, and the United States Naval Academy. However, not all of its cities are equally appealing to reside in. According to a recent research conducted by Zippia, a job reference website, Salisbury is the most unhappy city in Maryland.

## How The Study Was Conducted

Zippia ranked Maryland cities based on nine criteria, using data from the U.S. Census Bureau and the Bureau of Labor Statistics.

- Percentage of college-educated inhabitants, average commuting time, and unemployment rate.
- Cost of Living
- Poverty Rate
- Percentage of married inhabitants.
- The percentage of residents without health insurance
- Average weekly hours worked.
- The percentage of people who are divorced

The survey granted each city a score for each category depending on how it fared against the state average. The higher the score, the gloomier the city. The points were then combined to get the final ranking.

## Why is Salisbury the Most Miserable City in Maryland?

Salisbury, on Maryland's eastern shore, with the highest misery index score of 40 points. The city has a population of around 33,000 and is the biggest in the region. However, it also boasts some of the poorest statistics in the state, including:

- The state average is 39.9%, while just 23.6% of people hold a college degree.
- The average travel time is 21.8 minutes, as opposed to the state average of 19.9 minutes.
- The unemployment rate is 7.1%, whereas the state average is 4.1%.
- The cost of living is 102.3, compared with the state average of 100.
- The poverty rate is 28.6%, whereas the state average is 9.4%.



- The state average is 49.2%, although only 34.9% of inhabitants are married.
- 12.5% of inhabitants lack health insurance, compared to the state average of 6.1%.
- The average number of hours worked per week is 38.4, whereas the state average is 37.6.
- The state average is 10.1%, whereas 14.4% of inhabitants are divorced.

These characteristics show that Salisbury is a city with low educational attainment, considerable economic hardship, low social cohesiveness, and poor health outcomes.

## How Salisbury Can Improve Its Situation

Salisbury is not destined to remain unpleasant indefinitely. The city and its citizens may improve their status by taking the following steps:

- Investing in education and training programs to boost workers' skills and credentials.
- Developing and diversifying the local economy to provide more employment and opportunities.
- Improving public transit to minimize car congestion and pollution.
- Supporting and developing social assistance and safety net initiatives to assist the disadvantaged and needy.
- Promoting and supporting community interaction and civic participation to cultivate a sense of belonging and pride
- Encourage and celebrate the city and region's cultural and historical legacy.

## Summary

In summary, Salisbury, Maryland, stands out as the state's most miserable city, with issues in education, jobs, economic situations, and general well-being. The report underlines the importance of strategic interventions, such as investments in education, economic diversification, and community-building activities, to benefit Salisbury inhabitants and enhance the city's overall quality of life.



## Diane Moore

Diane Moore is a brilliant author who writes in a wide range of categories. Her stories are gripping and keep readers interested. Moore's stories are very interesting and take readers into worlds that are full of depth and feeling. Her blog posts give readers a new perspective on events happening around the world.

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**CITY OF SALISBURY, MARYLAND**

**REGULAR MEETING**

**FEBRUARY 26, 2024**

**PUBLIC OFFICIALS PRESENT**

*Council President D'Shawn M. Doughty  
Council Vice President Angela M. Blake  
Councilmember Michele Gregory (via Zoom)*

*Mayor Randolph J. Taylor  
Councilmember April R. Jackson  
Councilmember Sharon C. Dashiell*

**IN ATTENDANCE**

*City Administrator Andy Kitzrow, City Clerk Kim Nichols, Fire Chief Rob Frampton, Deputy Chief Darrin Scott, Executive Administrative Assistant Jessie Turner, City Attorney Ashley Bosché and members of the public*

**PLEDGE OF ALLEGIANCE – CITY INVOCATION**

*The City Council met in Legislative Session at 6:00 p.m. in Council Chambers of the Salisbury Headquarters Building and via Zoom. Council President D'Shawn M. Doughty called the meeting to order and invited everyone to recite the pledge to the flag, followed by inviting Pastor Bill Reid of the Parkway Church of God to the podium to provide the City Invocation.*

*President Doughty then called for a moment of silent meditation in memory of Dr. Nevins Todd. He made a lasting impact on this community which he loved so much. He passed away on February 18, 2024 at the age of 91. Council's sympathies went out to his wife, Joanne and children Nevins, William and Cherianne, and his six grandchildren.*

**ADOPTION OF LEGISLATIVE AGENDA**

*President Doughty called for a motion to adopt the legislative agenda. Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous (5-0) to approve the legislative agenda.*

**CONSENT AGENDA-** presented by City Clerk Kim Nichols

*The Consent Agenda, consisting of the following items, was unanimously approve on a motion and seconded by Ms. Jackson and Ms. Dashiell, respectively:*

- *February 5, 2024 Work Session Minutes*
- **Resolution No. 3328-** *approving the appointment of Emily Zerrenner to the Youth Development Advisory Committee for the term ending February 2027*
- **Resolution No. 3329-** *approving the appointment of James Hesen to the Youth Development Advisory Committee for the term ending February 2027*
- **Resolution No. 3330-** *approving the appointment of Benjamin Stewart to the Parks and Recreation Committee for the term ending February 2027*
- **Resolution No. 3331-** *approving the appointment of Linda Roskovich to the Parks and Recreation Committee for the term ending February 2027*
- **Resolution No. 3332-** *approving the re-appointment of James Maybury to the Zoo*

48 Commission for term ending February 2027

49  
50 Mr. Doughty recognized Benjamin Stewart (present in the meeting) and thanked him for  
51 volunteering to serve on the Parks and Recreation Committee and Emily Zerrenner on Zoom for  
52 volunteering to serve on the Youth Development Advisory Committee.

53  
54 **ORDINANCES-** presented by City Attorney Ashley Bosche

- 55  
56 • **Ordinance No. 2855-** 2<sup>nd</sup> reading- authorizing a budget amendment to reallocate  
57 \$149,000.00 from the Main Street Master Plan Project to serve as the local match to the  
58 Transportation Alternative Program – Salisbury Citywide Bikeways Design Project

59  
60 Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve  
61 Ordinance No. 2855 for second reading.

- 62  
63 • **Ordinance No. 2856-** 2<sup>nd</sup> reading- authorizing the Mayor to enter into a contract with  
64 the Community Foundation of the Eastern Shore for the purpose of accepting grant  
65 funds in the amount of \$1,500, and to approve a budget amendment to the Grant Fund to  
66 appropriate these funds for the Salisbury-Wicomico Integrated Firstcare Team

67  
68 Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve  
69 Ordinance No. 2856 for second reading.

- 70  
71 • **Ordinance No. 2857-** 2<sup>nd</sup> reading- to amend Chapter 15.24 of the Salisbury City Code,  
72 entitled “Housing Standards”, to clarify fire and life safety provisions regarding the  
73 Fire Marshal and this code

74  
75 Ms. Jackson moved, Ms. Dashiell seconded, and the vote was unanimous to approve  
76 Ordinance No. 2857 for second reading.

- 77  
78 • **Ordinance No. 2858-** 1<sup>st</sup> reading- approving a budget amendment of the FY2024  
79 General Fund budget to appropriate funds to the Salisbury Zoo

80  
81 Ms. Dashiell moved, Ms. Jackson seconded, and the vote was unanimous to approve  
82 Ordinance No. 2858 for first reading.

83  
84 **PUBLIC COMMENTS**

85  
86 Five people provided the following comments:

- 87  
88 • Speaker spoke in support of the ZenCity Pilot program. She was very impressed that the  
89 Mayor and Council had put forth an innovative program that would provide much needed  
90 data and analysis for not just the City’s decision making and planning, but for the non-  
91 profits and other organizations in the City. She was on three separate housing task forces,  
92 and it would be amazing if the ZenCity Platform could take all the comments from all the  
93 websites and social media platforms in all the different languages spoken here, and  
94 consolidate it into something tangible to determine the key things the City needed to focus

95 on. The City had great support with Jordan Ray and the communications team, but they only  
96 spoke English. The last she checked, AI could translate any language, AI did not call in sick,  
97 take a lunch break, and worked 24 hours a day. She commended Mayor Taylor and the  
98 Council for bringing the opportunity forward. If Salisbury did not get on board, we would be  
99 left behind. She wanted to see a good investment made for her taxpaying dollars.

- 100 • Speaker commented that when there were matching funds in grants, that was not “free  
101 money.” Every taxpayer in Maryland paid into that money and it should be responsibly  
102 spend. The fiduciary was required to act with loyalty for the sole benefit and interest for the  
103 ones who entrusted them with this power and property. That was the benefit of the people  
104 who entrusted them, not what they thought should be done. There were platforms that gave a  
105 sampling of what was going on. There needed to be more input and comments from the  
106 citizens in the City. We want to live our lives without wondering what was next and ruined  
107 this time by using the taxpayers of Maryland as your ATM. Speaker hoped Council and  
108 Administration would consider this when faced with spending matching funds for projects.
- 109 • Speaker reported that last month Mr. Kitzrow offered to meet with him and Mr. Boda. The  
110 meeting did not occur. Two weeks ago he offered to meet with the speaker, Mr. Boda,  
111 Councilwoman Dashiell, and the Mayor. He had not heard from them. He said Mr. Kitzrow  
112 claimed HCDD was complaint driven. He disagreed and he said he applied for permits in  
113 the past and the process generated a list of other permits required. He said that 311 Middle  
114 Boulevard had an exterior renovation within the Historic District without a historic  
115 renovation permit. This was his official complaint, so please address it. The only mitigation  
116 was to remove the exterior renovations which were the Fire Department connection for the  
117 commercial fire suppression system that was installed to turn the residential home into a  
118 Level 3.1 recovery home. It had an FDC sign on the outside and a big exterior inlet for a  
119 fire engine to hook up to. There was no Historic District Commission permit or yellow  
120 placard in the yard. He did not understand why the City did not act on this violation. He  
121 shared he was fined for building a fence without a permit and a neighbor on the same street  
122 was fined with putting the wrong windows in his home. We have an out of town commercial  
123 interest doing external renovations in the historic district, and clearly ignoring the  
124 complaint.
- 125 • Speaker said he was not advocating for or against the expenditure of money, but reminded  
126 Council that the Bikeway Plan was developed by the Bicycle and Pedestrian Advisory  
127 Committee in 2017 when they identified the following four groups of people in the City:
  - 128 ○ Strong and fearless bikers- 4% of the population
  - 129 ○ Enthused and confident bikers- 9% of the population
  - 130 ○ Never bikers- 31% of the population
  - 131 ○ Other people in the middle- 56% of the population
  - 132 ○
  - 133 ○

134 The “other people in the middle” was the group the committee identified as the purpose for  
135 developing the bike path. Here we were about to spend some more money on this project  
136 and the issue revolves around getting money from the State- why shouldn't we do it? He said  
137 he did not think this was the right question. Two years have passed since the project was  
138 started. It was time to go back and ask if the program has achieved the objectives that were  
139 outlined in the original plan which was getting people in that 56% group to get out and bike  
140 more. He was an avid walker and walked about two hours every single day. He did not know

- 141 *if the program was successful, but in his own observation, he has seen only two bicycles. He*  
142 *thought the City had an obligation to ask if the program was working.*
- 143 • *Speaker was the Program Coordinator of the Internship Program at the SU*  
144 *Interdisciplinary (IDIS) Department and had the pleasure to work with City staff*  
145 *internships. He worked with many companies with internships, and the City of Salisbury was*  
146 *by far the best internship provider.*
  - 147 • *Speaker had questions concerning Ordinance No. 2855 and asked if someone could expound*  
148 *on the Main Street Masterplan project that the funds were being reallocated from to give an*  
149 *idea of what was placed on hold to further the bike project. She asked if the funds would be*  
150 *reallocated in this fiscal budget or some other future plan in order to continue the Main*  
151 *Street Project. She wondered if the City would take into consideration redoing some of the*  
152 *areas that were put in stone.*

153

### 154 **ADMINISTRATION AND COUNCIL COMMENTS**

155

156 *Mayor Taylor said they were hard at work reallocating the Bikeway Plan funds in a way that*  
157 *recognized the need for bike paths but without all the infrastructure that was associated with it.*  
158 *He said he felt the same way. He shared that Dr. Todd was a unique individual. He had two*  
159 *sons, both doctors, and a daughter. They were in the fifth generation of doctors. Because he was*  
160 *a heart surgeon, Mayor Taylor said he would like to come back and do a healthy heart day that*  
161 *was committed to Dr. Todd. He also extended his condolences to the family.*

162 *Ms. Gregory reported that the Downtown Salisbury Business Alliance was collecting donations of*  
163 *empty eggs for an Easter egg hunt they were planning for March 23<sup>rd</sup> from 12:00 p.m. to 5:00 p.m.*  
164 *Their Spring Street Market would be going on in an effort to bring people downtown.*

165

166 *Ms. Dashiell thanked “Jeff” and “Lisa” for the information they passed out over the last couple of*  
167 *meetings. There was food for thought in both of them. She said the article with the cover of*  
168 *Salisbury as the worst place was not what the article was about. There were items in the article that*  
169 *the Council was trying very hard to address. She attended the trolley ride and enjoyed it very much.*  
170 *She attended the Salisbury-Wicomico Metropolitan Planning Organization Council (SWMPO) and*  
171 *they did feasibility studies that were requested. Currently they were doing Brown Street in*  
172 *Fruitland. The Mayor and City Council were going to supply a meal for the homeless, as well as the*  
173 *Fire Department Admin Office, the Headquarters Auxiliary, and the Assistant Chief’s Office. There*  
174 *were a lot needing to be filled.*

175

176 *Ms. Jackson had a report from the Parks & Rec Committee. They discovered they were unable to do*  
177 *a disc golf course in the Park due to invasive species and flooding in the area. They were trying to*  
178 *get more information from experts regarding the flooding and invasive species. They discussed*  
179 *know how to present items for the CIP, the City Park Masterplan, areas of improvement, Chris*  
180 *Roberts Memorial Course, The Memorial Park, Beaverdam Park, and asked when the Park lighting*  
181 *would be put in. They had eight Park employees and 48 City parks. She was interested in budgeting*  
182 *more funding for the parks.*

183

184 *It was still Black History Month. Mr. Emerson Holloway, an educator, was the first male African*  
185 *American on the Wicomico County Council and a park was named after him. She explained to*  
186 *Friday at a Black History program at the Chipman Cultural Center, that we had street signs that*

187 honored persons in the community who were impactful. The late Bishop James Green and Bishop  
188 James Eure had street honorary named for them. The Clinton Stewart Funeral Home on West Road.  
189 She shared there was much history here in Salisbury, and added that she and Council President  
190 were Black History.

191  
192 President Doughty reported receiving emails regarding community cleanups and said they  
193 would be linked on the website for everyone to see the cleanups that were happening. He  
194 honored Eric Mays for the great work he did for Flint, Michigan and extended regards to Flint.  
195 There was a lot on social media about him recently which really got people thinking about the  
196 jobs City Council did.

197 Ms. Blake discussed the Rails to Trails that went into the Bike Lanes. She knew it was coming,  
198 and did not know exactly when, but they were putting together a presentation to show how they  
199 both went together. It was a regional project which reached from Delaware to Virginia. There  
200 was a large section completed, and a presentation should be coming at some point. This should  
201 answer many questions regarding the bike lanes, grants, and how the whole project fit into the  
202 region.

203 Ms. Blake also reported on the Schumaker Pond concerns. There was \$25,000 in the CIP for the  
204 Schumaker Pond project. The Salisbury University Biology Department was putting together a  
205 proposal for a research project that would take place throughout all the seasons of the year so  
206 they could clearly determine what was in the pond and where it was coming from. They were  
207 also going to do some Geo-mapping for the City. It was in the very beginning stages.

208 If healthy enough, Ms. Blake asked everyone to consider donating blood, plasma or becoming an  
209 organ donor.

210 Ms. Jackson shared the grand opening for the new 7-11 on Rt. 50 was a great event and everyone  
211 concurred.

212  
213 President Doughty noted they looked forward next week to having discussions on projects in Open  
214 Session and some would have to be held in Closed Session.

215  
216 **ADJOURNMENT**

217  
218 With no further business to discuss, the Legislative Session adjourned at 6:38 p.m.

219  
220 \_\_\_\_\_  
221 City Clerk

222  
223 \_\_\_\_\_  
224 Council President



To: Randy Taylor, Mayor  
From: Truth, Racial, Unity, Transformation, & Healing (TRUTH) Committee  
Subject: Apology Resolution  
Date: March 7, 2024

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On February 21, 2024, at a regularly scheduled meeting, the Truth, Racial, Unity, Transformation & Healing (TRUTH) Committee reviewed and discussed the Apology Resolution drafted by the Mayor's Office. The TRUTH Committee, by a vote of 4-0, recommends to the Mayor's Office that this Apology Resolution be moved forward to the City Council for review and adoption. It is also our recommendation that the Apology Resolution be added to the agenda for the March 4, 2024 Work Session.

Attachment

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Mayor's Office  
115 S. Division St., Salisbury, MD 21801  
410.548.3100  
[www.salisbury.md](http://www.salisbury.md)



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**RESOLUTION NO. 3333**

**A RESOLUTION OF THE CITY OF SALISBURY RECOGNIZING AND REMEMBERING RACIAL INJUSTICE AND APOLOGIZING TO THE FAMILIES AND DESCENDANTS OF THE VICTIMS OF THE LYNCHINGS THAT OCCURED IN THIS CITY.**

**WHEREAS**, the City of Salisbury acknowledges and condemns the lynchings of victims; and

**WHEREAS**, there are three documented lynchings involving Black men in Salisbury, Maryland; and

**WHEREAS**, on May 31, 1898, a White mob numbering over a hundred broke into the County Jail in Salisbury and kidnapped an 18-year-old Black male named Garfield King, accused of murdering a White man. Mr. King was taken to the Wicomico County courthouse lawn, hung from a tree, and reportedly his body was shot 50 times. No one was ever officially identified as being a part of the mob; and

**WHEREAS**, on December 4, 1931, a White mob numbering several hundred to upwards of a thousand individuals kidnapped a 23-year-old Black male named Matthew Williams from the negro ward at Peninsula General Hospital. Mr. Williams was accused of the murder of his employer, a White man named Daniel Elliot. After being tortured and hung on the Wicomico County courthouse lawn, his body was dragged through the nearby Black neighborhood and then set on fire in a vacant lot. Though a grand jury investigation led to no one being officially identified as being part of the mob that lynched Mr. Williams, a secret investigation authorized by then-Governor Albert Ritchie was undertaken by an undercover Pinkerton detective named Patsy Johnson. Throughout the course of this investigation, the names of several prominent White community members were identified as being involved in the conspiracy to lynch Mr. Williams and enforce community silence. Most relevant to the City of Salisbury, the then-Police Chief Nicholas H. Holland helped lead the mob from the hospital to the courthouse, and then-Fire Chief Frederick Grier Jr. provided the mob with the rope used to hang Mr. Williams; and

**WHEREAS**, in the hours following the racial lynching of Mr. Williams, an unknown middle-aged Black male (hereinafter referenced as “Unknown”) was found beaten to death, presumably by either members of the same White mob that had just lynched Mr. Williams or by a similar one. In 2017, the Equal Justice Initiative acknowledged Unknown as a racial lynching victim; and

**WHEREAS**, the aforementioned facts were gleaned from the following sources: Chavis, C. (2021). *The Silent Shore: The Lynching of Matthew Williams and the Politics of Racism in the Free State*. Johns Hopkins University Press.; Equal Justice Initiative. (2017). *Lynching in America: Confronting the Legacy of Racial Terror*; Duyer, L. (2014). *Mob Law on Delmarva*. LuLu.; and Ifill, S. (1994). *On the Courthouse Lawn, Revised Edition*. Beacon Press; and

**WHEREAS**, the Mayor and Council of the City of Salisbury believes that racial injustice must be acknowledged and remembered before society can heal from wounds of the past and build mutually respectful relationships across racial and ethnic lines.

47           **NOW, THEREFORE, BE IT RESOLVED** that Mayor and Council of the City desire to publicly  
48 acknowledge the lynchings that occurred in this City and to offer a formal apology to the families and  
49 descendants of the victims of the lynchings, including the known descendants of Mr. King, LaTanya  
50 Christopher and Cynthia Polk, and the known descendants of Mr. Williams, Jeannie Jones.

51           **THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the  
52 Council of the City of Salisbury held on this \_\_\_\_ day of \_\_\_\_\_, 2024 and is to become effective  
53 immediately upon adoption.

54  
55 **ATTEST:**

56  
57  
58 \_\_\_\_\_  
59 **Kimberly R. Nichols, City Clerk**

\_\_\_\_\_ **D’Shawn M. Doughty, City Council President**

60  
61  
62  
63 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

64  
65  
66  
67 \_\_\_\_\_  
68 **Randolph J. Taylor, Mayor**  
69



# City of Salisbury

To: Andy Kitzrow, City Administrator  
From: Amanda Rodriguez, City Planner *AR*  
Date: February 29, 2024  
Re: US Rt 13 – JD Oliver Annexation

---

Attached is the referenced annexation package for Public Hearing at the March 4, 2024 City Council meeting. The property is located on the east side of US RT 13, just north of the Centre at Salisbury and consists of approximately 13.49 acres. The site is currently improved with two buildings, two paved driveways, paved parking spaces, gravel lots, concrete sidewalk serving building frontage, and two above ground fuel storage tanks. Prior use of this property included commercial and industrial truck sales, wholesale parts sales, and repair and service. The developer intends to continue the same use of this property. The property is to be zoned General Commercial, and impacts on the surrounding neighborhood, as well as the City's infrastructure will be minimal.

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

Attachments:

- 1 – Annexation Certification
- 2 – Annexation Agreement Resolution
- 3 – Annexation Plan Resolution
- 4 – Annexation Plan
- 5 – Annexation Agreement
- 6 -- Petition for Annexation
- 7 – Property Description
- 8 – Annexation Plat

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**RESOLUTION NO. 3334**

A **RESOLUTION** of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as “**2407 N. Salisbury Boulevard – JD Oliver, LLC Annexation**”, beginning at the same point from a corner of the existing Corporate Limits Line of the City of Salisbury, Maryland, lying along the east side of North Salisbury Boulevard, said corner being the northwesternmost corner of the annexation parcel, and running thence in a clockwise direction around the perimeter of the affected property to the point of beginning, being all that real property identified as Tax Map 29, Parcel 158 (13.32 acres more or less) together with additional areas of land owned by others: 1) Tax Map 119, Parcel 237 (Parcel 3) (Cross Lake, LLC) (0.19 acres more or less); 2) Tax Map 119, Parcel 237 (Parcel B) (Salisbury Mall Realty Holding, LLC) (0.35 acres more or less); and 3) Tax Map 119, Parcel 237 (Lot 4) (Salisbury Mall Realty Holding, LLC) (0.19 acres more or less)(collectively, 14.05 acres of land to be annexed).

**RECITALS**

21           **WHEREAS**, the City of Salisbury has received a Petition for Annexation, dated March 8, 2023,  
22 attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, signed by at least  
23 twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are  
24 owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought  
25 to be annexed binding upon the Corporate Limits of the City of Salisbury to be known as “**2407 N.**  
26 **Salisbury Boulevard – JD Oliver, LLC Annexation**” beginning at the same point from a corner of the  
27 existing Corporate Limits Line of the City of Salisbury, Maryland, lying along the east side of North  
28 Salisbury Boulevard, said corner being the northwesternmost corner of the annexation parcel, and running  
29 thence in a clockwise direction around the perimeter of the affected property to the point of beginning,  
30 being all that real property identified as Tax Map 29, Parcel 158 (13.32 acres more or less) together with  
31 additional areas of land owned by others: 1) Tax Map 119, Parcel 237 (Parcel 3) (Cross Lake, LLC) (0.19  
32 acres more or less); 2) Tax Map 119, Parcel 237 (Parcel B) (Salisbury Mall Realty Holding, LLC) (0.35  
33 acres more or less); and 3) Tax Map 119, Parcel 237 (Lot 4) (Salisbury Mall Realty Holding, LLC) (0.19  
34 acres more or less), and further being the same real property more particularly described in the property  
35 description attached hereto as **Exhibit 2** and incorporated as if fully set forth herein (the aforesaid real  
36 property is hereinafter referred to as the “**Property**”); and

37           **WHEREAS**, the City of Salisbury has caused to be made a certification of the signatures on the  
38 said petition for annexation and the City of Salisbury has verified that the persons signing the petition  
39 represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners  
40 owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all

41 as of February 28, 2024, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of  
42 Salisbury, attached hereto as **Exhibit 3** and incorporated by reference as if fully set forth herein; and

43 **WHEREAS**, it appears that the aforesaid Petition for Annexation, dated March 8, 2023, meets all  
44 the requirements of applicable state and local law; and

45 **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this  
46 Resolution, providing for the City of Salisbury’s annexation of the Property as set forth herein, shall be and  
47 hereby is scheduled for April 22, 2024 at 6:00 p.m.

48  
49 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
50 **SALISBURY** as follows:

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

56 **Section 2.** The annexation of the Property be and hereby is approved by the Council of the City of  
57 Salisbury subject to all terms, conditions and agreements contained in the aforementioned property  
58 description, the proposed Annexation Agreement, and the Annexation Plan, attached as **Exhibits 2, 4 and**  
59 **5, respectively**, each of which is attached hereto and incorporated herein as if all such terms, conditions  
60 and agreements contained in such Exhibits were specifically set forth at length in this Resolution.

61 **Section 3.** The Zoning Map of the City of Salisbury shall be amended to include the Property  
62 within that certain Zoning District of the City of Salisbury identified as “**General Commercial**”, which  
63 said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by this  
64 Resolution, is presently zoned “**C-2 General Commercial**” in accordance with the existing zoning laws of  
65 Wicomico County, Maryland.

66 **Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury  
67 shall hold a public hearing on this Resolution on April 22, 2024 at 6:00 p.m. in the Council  
68 Chambers at the Salisbury Headquarters located at 115 S. Divisions St., and the City Administrator shall  
69 cause a public notice of time and place of the said public hearing to be published not fewer than two (2)  
70 times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City of  
71 Salisbury, which said public notice shall specify a time and place at which the Council of the City of  
72 Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15)  
73 days after the final required date of publication as specified hereinabove.

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

75 **AS FOLLOWS:**

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

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

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

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

88 **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the  
89 City of Salisbury held on March 11, 2024; having been duly published as required by law in  
90 the meantime, a public hearing was held on \_\_\_\_\_, 2024 at 6:00 p.m., and was finally passed  
91 by the Council at its regular meeting held on \_\_\_\_\_, 2024.

92

93

94

95

96 \_\_\_\_\_  
97 Kimberly R. Nichols,  
98 City Clerk

\_\_\_\_\_   
D'Shawn M. Doughty,  
Council President

98

99

100

101 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2024.

102

103

104

105 \_\_\_\_\_  
106 Randolph J. Taylor, Mayor

# CITY OF SALISBURY

## *PETITION FOR ANNEXATION*

---

To the Mayor and Council of the City of Salisbury:

WHEREAS, JDOLiver, LLC (the “Applicant”) owns that certain lot or parcel of land located at 2407 N. Salisbury Blvd., Salisbury, Maryland 21801, further described as Tax Map 29, Grid 11, Parcel 158, and identified as “Lands now or formerly of JDOLiver, LLC, Liber 5139, folio 382, 13.49 acres” on an annexation plat entitled “ANNEXATION PLAT OF PARCEL 158 FOR JDOLIVER, LLC, SITUATE AT 2407 NORTH SALISBURY BOULEVARD, SALISBURY, WICOMICO COUNTY, MARYLAND,” prepared by Frederick, Seibert & Associates, Inc., dated February 16, 2023 (the “Annexation Plat”), consisting of 13.49 acres, more or less (the “JDOLiver Property”); and,

WHEREAS, as shown on the Annexation Plat, a small portion of the JDOLiver Property comprised of 0.02 acres, more or less, is located within the municipal boundaries of the City of Salisbury, Maryland (the “City”) while the balance of the JDOLiver Property comprised of 13.47 acres, more or less, is located adjacent to and outside the City’s municipal boundaries; and,

WHEREAS, the Applicant desires the City to annex substantially all of the JDOLiver Property into the City, save for a small strip of land along the Property’s eastern boundary identified on the Annexation Plat as “AREA TO REMAIN IN COUNTY 0.15 AC.”, consisting of 0.15 acres more or less, which strip is necessary in order to prevent the creation of an illegal enclave of unincorporated County land immediately north of the JDOLiver Property; and,

WHEREAS, to avoid the creation of an illegal enclave and to refine the City’s municipal boundary, the Applicant is requesting that the City incorporate the following additional areas of land as shown and described on the Annexation Plat: (1) a 0.19 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.19 AC.”, being “LANDS OF CROSS LAKE, LLC, LIBER 4868, FOLIO 225, PARCEL 3, PLAT CABINET 8, FOLIOS 75-298”; (2) a 0.37 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.37 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 5 OF LIBER 4811, FOLIO 43, PARCEL B, PLAT CABINET 8, FOLIOS 75-298”; and, (3) a 0.20 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.20 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 2 OF LIBER 4811, FOLIO 43, PARCEL 4, PLAT CABINET 8, FOLIOS 75-298” (collectively, the “Additional Property”); and,

WHEREAS, the Applicant is the owner of at least 25% of the assessed valuation of real property in the area to be annexed, and there are no registered voters who are residents in the area to be annexed; and,

WHEREAS, the Applicant desires the City to annex the JD Oliver Property and the Additional Property into City of Salisbury, Maryland.

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

Parcel(s) Tax Map 29, Parcel 158 (JD Oliver, LLC)  
(13.32 AC± area to be annexed);

Together with the following additional areas of land owned by others:

Tax Map 119, Parcel 237 (Parcel 3) (Cross Lake, LLC)  
(0.19 AC± area to be annexed);

Tax Map 119, Parcel 237 (Parcel B) (Salisbury Mall Realty Holding, LLC)  
(0.37 AC± area to be annexed); and,

Tax Map 119, Parcel 237 (Lot 4) (Salisbury Mall Realty Holding, LLC)  
(0.20 AC± area to be annexed).

SIGNATURE

APPLICANT:

JD OLIVER, LLC

  
By: Ryan D. Showalter, Authorized Person

3/8/23  
Date



## N SALISBURY BLVD. – JDOLIVER, LLC

Beginning for the same at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the southeasterly corner of the lands of Ritchie Holdings, Inc. X 1,210,355.92 Y 210,799.78 (1) Thence by and with the said Corporate Limits Line the following nine courses: (a) North eighty-four degrees four minutes forty-five seconds West (N 84° 04' 45" W) two hundred seventy-nine decimal zero, zero (279.00) feet to a point near the easterly right of way line of North Salisbury Boulevard. X 1,210,078.41 Y 210,828.56 (b) South nineteen degrees thirty-five minutes forty seconds West (S 19° 35' 40" W) one hundred eighty-nine decimal eight, five (189.85) feet to a point at near the northwesterly corner of the lands of Tony Tank Holdings, LLC. X 1,210,014.74 Y 210,649.70 (c) South seventy degrees thirty-seven minutes zero seconds East (S 70° 37' 00" E) two hundred ninety-one decimal three, six (271.36) feet to a point near the northeasterly corner of the said Tony Tank Holdings land. X 1,210,289.59 Y 210,553.00 (d) South nineteen degrees twenty-three minutes zero seconds West (S 19° 23' 00" W) one hundred ninety-eight decimal five, three (198.53) feet to a point near the southeasterly corner of the said Tony Tank Holdings land. X 1,210,223.70 Y 210,365.72 (e) North eighty-four degrees twenty-three minutes thirty-nine seconds West (N 84° 23' 39" W) one hundred fifty-nine decimal two, nine (159.29) feet to a point at the northwesterly corner of a strip of lands of the Salisbury Mall Realty Holding, LLC. X 1,210,065.17 Y 210,381.28 (f) South five degrees thirty-four minutes fifteen seconds West (S 05° 34' 15" W) twenty decimal four, zero (20.40) feet to the southwesterly corner of the said strip of land. X 1,210,063.19 Y 210,360.98 (g) South eighty-four degrees zero minutes zero seconds East (S 84° 00' 00" E) three hundred ninety-one decimal seven, six (391.76) feet to a point on the southerly line of the said strip of land. X 1,210,452.81 Y 210,320.03 (h) South eighty-four degrees zero minutes zero seconds East (S 84° 00' 00" E) six hundred sixty-seven decimal three, eight (667.38) feet to a point on the southerly line of the said strip of land. X 1,211,116.53 Y 210,250.27 (i) South eighty-four degrees zero minutes zero seconds East (S 84° 00' 00" E) three hundred thirty-three decimal two, one (333.21) feet to a point on the southerly line of the said strip of land. X 1,211,447.91 Y 210,215.44 (2) Thence crossing the said strip of land and with a line being fifteen feet westerly of and parallel to the westerly line of the lands of JDoliver, LLC, in part, North one degrees three minutes zero seconds East (N 01° 03' 00" E) four hundred sixty-nine decimal six, eight (469.68) feet the point on the northerly line of the lands of the said JDoliver, LLC. X 1,211,456.52 Y 210,685.04 (5) Thence by and with the said line of JDoliver, LLC, North eighty-four degrees four minutes ten seconds West (N 84° 04' 10" W) one thousand one hundred six decimal five, nine (1,106.59) feet to a point on the said line of JDoliver, LLC. X 1,210,355.85 Y 210,799.38 (6) Thence North nine degrees twenty-seven minutes five seconds East (N 09° 27' 05" E) zero decimal four, one (0.41) feet to the point of beginning.

Annexation containing 14.05 acres, more or less.



CERTIFICATION

2407 N SALISBURY BLVD – JD OLIVER, LLC ANNEXATION

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

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

Leslie C. Sherrill  
Surveyor

Date: 2/28/2024

2407 N Salisbury Blvd – JD Oliver LLC – Certification – 02-28-2024.doc

## Exhibit 4

### 2407 N. SALISBURY BOULEVARD – JDOLIVER, LLC ANNEXATION

#### ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and *JDoliver, LLC*, a Delaware limited liability company (“JDoliver”) (the City and JDoliver are hereinafter referred to collectively as the “Parties”).

#### RECITALS

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

**WHEREAS**, JDoliver owns that certain lot or parcel of land located at 2407 N. Salisbury Blvd., Salisbury, Maryland 21801, further described as Tax Map 29, Grid 11, Parcel 158, and identified as “Lands now or formerly of JDoliver, LLC, Liber 5139, folio 382, 13.49 acres” on an annexation plat entitled “ANNEXATION PLAT OF PARCEL 158 FOR JDOLIVER, LLC, SITUATE AT 2407 NORTH SALISBURY BOULEVARD, SALISBURY, WICOMICO COUNTY, MARYLAND,” prepared by Frederick, Seibert & Associates, Inc., dated February 16, 2023 (the “Annexation Plat”), consisting of 13.49 acres, more or less. The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*); and

**WHEREAS**, as shown on the Annexation Plat, a small portion of the JDoliver Property, comprised of 0.02 acres, more or less, is located within the municipal boundaries of the City of Salisbury, Maryland (the “City”), while the balance of the JDoliver Property, comprised of 13.47 acres, more or less, is located adjacent to and outside the City’s municipal boundaries; and

**WHEREAS**, JDoliver desires the City to annex substantially all of the JDoliver Property into the City, save for a small strip of land along the Property’s eastern boundary identified on the Annexation Plat as “AREA TO REMAIN IN COUNTY 0.15 AC.”, consisting of 0.15 acres more or less, which strip is necessary in order to prevent the creation of an enclave of unincorporated County land immediately north of the JDoliver Property (the aforesaid 13.32 acres of property to be annexed is hereafter referred to as the “JDoliver Property”); and

**WHEREAS**, to avoid the creation of an enclave and to refine the City’s municipal boundary, the Applicant is requesting that the City incorporate the following additional areas of land as shown and described on the Annexation Plat: (1) a 0.19 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.19 AC.”, being “LANDS OF CROSS LAKE, LLC, LIBER 4868, FOLIO 225, PARCEL 3, PLAT CABINET 8, FOLIOS 75-298”; (2) a 0.35 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.37 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 5 OF LIBER 4811, FOLIO 43, PARCEL B, PLAT CABINET 8, FOLIOS 75-298”; and, (3) a 0.20 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.19 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 2 OF LIBER 4811, FOLIO 43, PARCEL 4, PLAT CABINET 8, FOLIOS 75-298” (collectively, the “Additional Property”) (the JDoliver Property and the Additional Property are hereafter referred to collectively as the “Property”); and

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

**WHEREAS**, the JDOLiver Property is currently improved with two (2) buildings, two (2) paved driveways, paved parking spaces, gravel lots, concrete sidewalk serving building frontage, and two (2) above ground storage tanks. Prior use of the JDOLiver Property included commercial and industrial truck sales, wholesale party sales, and repair and service. JDOLiver desires to renovate the interior of the JDOLiver Property while continuing the same use of the JDOLiver Property, which is consistent with the use of property located in the City’s General Commercial zoning district; and

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

**WHEREAS**, JDOLiver submitted a Petition for Annexation (the “**Petition**”), dated March 8, 2023, requesting the City annex the Property as contemplated herein; and

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

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

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

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

**1. Effective Date.**

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

**2. Warranties & Representations of the City.**

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

**(b)** The Parties expressly acknowledge and agree the City’s support for the annexation of the Property, as provided herein, is not intended, nor shall it be construed, to prohibit the City from enacting such future ordinances, charter provisions, engineering standards or any amendments thereto deemed necessary or appropriate to protect the public, health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property or any portion

thereof, provided any such application does not operate to divest prior approvals, nor interfere with JDOLiver's vested rights in and to the JDOLiver Property, or any portion thereof, to any extent greater than the impact of such ordinances and charter resolutions have upon other similarly-situated properties located within the municipal boundaries of the City.

**3. Warranties & Representations of JDOLiver.**

(a) This Agreement shall constitute the written consent of JDOLiver to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). JDOLiver requests the annexation in accordance with the Annexation Plat attached as *Exhibit A*. JDOLiver represents and warrants to the City that it has the full power and authority to sign this Agreement. JDOLiver further represents and warrants to the City that there is no action pending against, or otherwise involving, JDOLiver that would affect, in any way, the right and authority of JDOLiver to execute this Agreement.

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

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

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

**5. Municipal Zoning.**

Upon the effective date of the Annexation Resolution, the Property shall be zoned General Commercial, as set forth in Chapter 17.36 of the City Code.

**6. Municipal Services.**

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

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

**7. Standards & Criteria.**

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

**8. City Boundary Markers.**

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

(b) In the event JDoliver fails to comply with its obligations under Section 8(a) hereof, then, upon the expiration of the ninety (90) day period set forth in Section 8(a), JDoliver shall make payment to the City in the amount of either Ten Thousand Dollars and 00/100 (\$10,000.00) or the amount of the costs incurred by the City to perform the obligations of JDoliver under Section 8(a), whichever is greater.

**9. Development Considerations.**

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

(b) **Development of Property.** JDoliver shall use, renovate and/or develop the Property in a manner compliant with all laws and regulations governing property located within the City's General Commercial zoning district, except to the extent that any nonconforming use or structures exists on the Effective Date hereof, which such use or structures may continue as legal, nonconforming uses or structures.

(c) **Contribution to Area Improvement.** JDoliver agrees to install sidewalks along the full public road frontage of the Property.

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

(i) As of today's date, JDoliver has paid to the City a development assessment in the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00) (the "**Development Assessment**"). JDoliver expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement.

(ii) In the event the City does not annex the Property, the Development Assessment will promptly be refunded to JDoliver.

(iii) The Parties expressly acknowledge and agree the Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against JDoliver or the Property in accordance with the terms and conditions of this Agreement and/or

pursuant to any law or regulation applicable to the Property and/or the development thereof.

(e) **Community & Environmental Design.** JDoliver expressly acknowledges and agrees that any development plan for the Property shall: feature strong functional and visual relationships from the street and sidewalk to the front entrance of the principal structure constructed at or upon the Property.

(f) **Public Utility Improvements & Extensions.**

(i) The Parties expressly acknowledge and agree that extensions of public water and sanitary sewer utilities will be necessary to meet the utility service requirements for and within the Property. Accordingly, the Parties expressly acknowledge and agree that JDoliver shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, such public water and sanitary sewer utility extension(s), including water and sewer main(s), trunk line(s), fire hydrant(s) and appurtenant facilities, required or imposed to serve the development or redevelopment of, or any other site improvements to or for, the Property or any portion thereof, in accordance with the City's standards and specifications.

(ii) In addition to the provisions set forth in Section 9(f)(i), JDoliver's design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the Property shall be governed by the terms and conditions of a Public Works Agreement, by and between JDoliver and the City (the "PWA"), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective, with the express agreement that execution of the PWA by the Parties will not be unreasonably conditioned, withheld or delayed; provided, however, no permit may be issued to JDoliver, or any party acting on its behalf, for any work associated with JDoliver's renovation and/or development of the Property, or any portion thereof, until the PWA has been executed by the Parties.

**10. RECORD PLAT.**

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

**11. NOTICES.**

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

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

JDoliver LLC  
c/o Ryan D. Showalter  
McAllister, DeTar, Showalter & Walker LLC  
100 N. West Street  
Easton, Maryland 21601

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

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

*With a copy to:*  
Heather R. Konyar, Esquire  
Cockey, Brennan & Maloney, P.C.  
313 Lemmon Hill Lane  
Salisbury, Maryland 21801

**12. Future Uses of Annexation Property.**

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

**13. Miscellaneous Provisions.**

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

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



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

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

(e) **Project as a Private Undertaking.** The Parties expressly acknowledge and agree: (i) that the development or redevelopment of the Property, or any portion thereof, is a private undertaking; (ii) that neither the City nor JDOLiver is acting as the agent of the other party in any respect hereunder; and, (iii) that each of the City and JDOLiver is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

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

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

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

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

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

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

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

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

**(n) Severability.** The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

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

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

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

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

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

**(t) Cooperation.** The Parties hereto agree that each will cooperate with the other to the extent necessary to facilitate the issuance of any and all required permits from any non-party government agency for JDoliver's renovation, development and/or use of the Property.

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

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

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

ATTEST/WITNESS:

**“JDOLIVER”:**

**JDOLIVER, LLC**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Dan Stine, Authorized Representative

**THE “CITY”:**

**City of Salisbury, Maryland**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
**Randolph J. Taylor, Mayor**

COMMONWEALTH OF PENNSYLVANIA, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DAN STINE, who acknowledged himself to be an Authorized Representative of JDOLIVER, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of JDOLIVER, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

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

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **RANDOLPH J. TAYLOR**, who acknowledged himself to be the MAYOR OF THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**THE UNDERSIGNED HEREBY CONSENTS TO THE AFORESTATED ANNEXATION OF PROPERTY:**

**Lands of Cross Lake, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)  
\_\_\_\_\_, Authorized Agent

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

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be an Authorized Agent of Lands of Cross Lake, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of Lands of Cross Lake, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**THE UNDERSIGNED HEREBY CONSENTS TO THE AFORESTATED ANNEXATION OF PROPERTY:**

**Lands of Salisbury Mall Realty Holding, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)  
\_\_\_\_\_, Authorized Agent

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

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be an Authorized Agent of Lands of Salisbury Mall Realty Holding, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of Lands of Salisbury Mall Realty Holding, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**CERTIFICATION BY ATTORNEY**

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

---

**Heather R. Konyar, Esquire**

**ANNEXATION PLAN  
FOR THE  
2407 N. SALISBURY BOULEVARD – JDOLIVER, LLC ANNEXATION  
TO THE CITY OF SALISBURY**

March 4, 2024

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

At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on \_\_\_\_\_, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by JDOLIVER, LLC (“**JDoliver**”), dated March 8, 2023, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of lands:

- JDoliver owns that certain lot or parcel of land located at 2407 N. Salisbury Blvd., Salisbury, Maryland 21801, further described as Tax Map 29, Grid 11, Parcel 158, and identified as “Lands now or formerly of JDoliver, LLC, Liber 5139, folio 382, 13.49 acres” on an annexation plat entitled “ANNEXATION PLAT OF PARCEL 158 FOR JDOLIVER, LLC, SITUATE AT 2407 NORTH SALISBURY BOULEVARD, SALISBURY, WICOMICO COUNTY, MARYLAND,” prepared by Frederick, Seibert & Associates, Inc., dated February 16, 2023 (the “**Annexation Plat**”), consisting of 13.49 acres, more or less. The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*). As shown on the Annexation Plat, a small portion of the JDoliver Property, comprised of 0.02 acres, more or less, is located within the municipal boundaries of the City, while the balance of the JDoliver Property, comprised of 13.47 acres, more or less, is located adjacent to and outside the City’s municipal boundaries. JDoliver desires the City to annex substantially all of the JDoliver Property into the City, save for a small strip of land along the Property’s eastern boundary identified on the Annexation Plat as “AREA TO REMAIN IN COUNTY 0.15 AC.”, consisting of 0.15 acres more or less, which strip is necessary in order to prevent the creation of an enclave of unincorporated County land immediately north of the JDoliver Property (the aforesaid 13.32 acres of property to be annexed is hereafter referred to as the “**JDoliver Property**”); and
- The following additional areas of land as shown and described on the Annexation Plat: (1) a 0.19 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.19 AC.”, being “LANDS OF CROSS LAKE, LLC, LIBER 4868, FOLIO 225, PARCEL 3, PLAT CABINET 8, FOLIOS 75-298”; (2) a 0.35 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.37 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 5 OF LIBER 4811, FOLIO 43, PARCEL B, PLAT CABINET 8, FOLIOS 75-298”; and, (3) a 0.19 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.20 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 2 OF LIBER 4811, FOLIO 43, PARCEL 4, PLAT CABINET 8, FOLIOS 75-298” (collectively, the “**Additional Property**”) (the JDoliver Property and the Additional Property are hereafter referred to collectively as the “**Property**”); and
- At the April 20, 2023 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Property and approved a favorable recommendation to the City for the proposed zoning of the Property.
- On \_\_\_\_\_, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in

accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City's annexation of the Property, as requested by the Annexation Petition submitted by JD Oliver. Furthermore, at the \_\_\_\_\_ Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

## **1.0. GENERAL INFORMATION AND DESCRIPTION OF PROPERTY.**

**1.1. Petitioner for Annexation of the Property.** JD Oliver is the owner and Petitioner for annexation of the Property. JD Oliver, or its fully authorized agent, will perform all functions, including but not limited to appearing before all state and municipal bodies, in order to effectuate the annexation.

**1.2. Location.** The Property is located as follows: **(a)** The JD Oliver Property is located on the easterly side of North Salisbury Boulevard; the JD Oliver Property is fairly rectangular in shape and adjoins the existing City boundaries along North Salisbury Boulevard and runs parallel to the existing City boundaries along Centre Drive; and **(b)** The Additional Property is located on the easterly side of North Salisbury Boulevard and is the strip of land that adjoins the southernmost boundary of the JD Oliver Property and existing City boundaries along Centre Drive, as is more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit A*.

### **1.3. Property Description; Reason for the Annexation Petition.**

**(a)** The JD Oliver Property consists of 13.32 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Additional Property consists of (1) 0.19 +/- acres of land as more particularly depicted and described by the Annexation Plat; (2) 0.35 +/- acres of land as more particularly depicted and described by the Annexation Plat; and (3) 0.19 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the "**Property Description**").

**(b)** The JD Oliver Property is currently improved with two (2) buildings, two (2) paved driveways, paved parking spaces, gravel lots, concrete sidewalk serving building frontage, and two (2) above ground storage tanks. Prior use of the JD Oliver Property included commercial and industrial truck sales, wholesale party sales, and repair and service. JD Oliver desires to renovate the interior of the JD Oliver Property while continuing the same use of the JD Oliver Property. JD Oliver desires to connect to the City water and sewer.

**1.4. Existing Zoning.** All of the JD Oliver Property is currently zoned C-2 General Commercial under the Wicomico County Code. The properties adjacent to the JD Oliver Property that are located within the municipal limits of the City are to the south and west and are zoned "General Commercial" under the City of Salisbury City Code (the "**City Code**").

## **2.0. LAND USE PATTERN PROPOSED FOR THE PROPERTY.**

### **2.1. Comprehensive Plan.**

**(a)** By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the "**Comprehensive Plan**"). The Comprehensive Plan sets forth the land use policies for all lands located within the City's municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City's Comprehensive Plan provides in pertinent part: "the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3" attached to and incorporated within the

Comprehensive Plan. The Property is located within the City’s designated Municipal Growth Area.

- (b) With respect to the City’s annexation of property, the goal of the City’s Comprehensive Plan is: “to encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

**2.2. Proposed Zoning for Property.** Upon its annexation, the JDoliver Property is proposed to be zoned as “General Commercial”. Per Section 17.36 of the City Code, the purpose of the “General Commercial” zoning 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.”

**2.3. Proposed Land Use for Property.** As set forth in Section 1.3(b) of this Annexation Plan, prior use of the JDoliver Property included commercial and industrial truck sales, wholesale party sales, and repair and service. JDoliver desires to renovate the interior of the JDoliver Property while continuing the same use of the JDoliver Property.

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

**3.1. Roads.** Currently, and following its annexation by the City, the JDoliver Property will utilize two (2) existing paved driveways, both of which have access from the northbound lane of North Salisbury Boulevard (U.S. Route 13).

**3.2. Water and Wastewater Treatment.** The JDoliver Property will create a demand of about 500 gallons per day. JDoliver, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Property.

**3.3. Schools.** The Property is and will be subject to commercial and industrial truck sales, wholesale party sales, and repair and service use only and will not generate any pupil enrollment, and therefore will have no impact on school capacity.

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

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

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

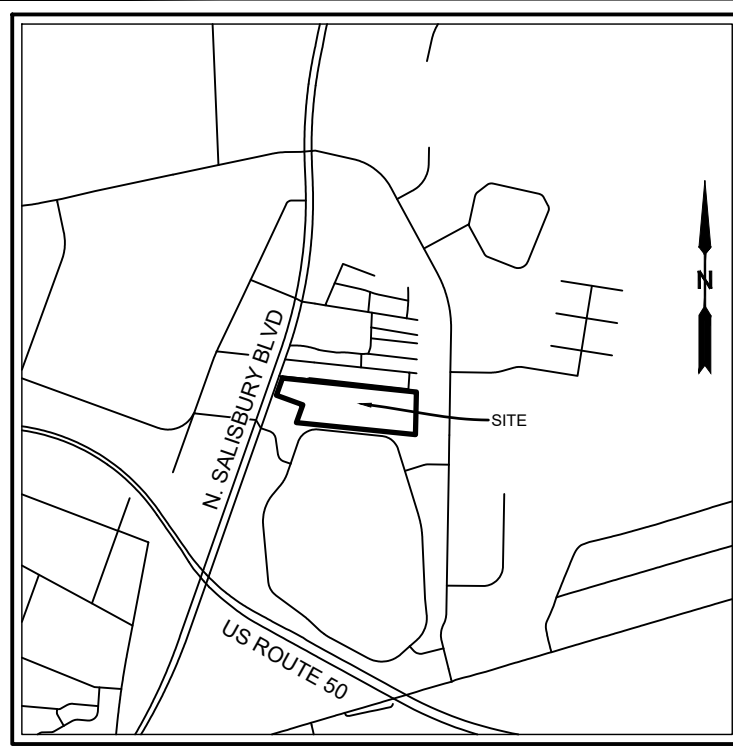
**3.7. Stormwater Management.** Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

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



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

The City's annexation of the Property is consistent with applicable Maryland and local law. The Property is located along and is immediately adjacent to U.S. Route 13 on the northern side of the City of Salisbury. JD Oliver's proposed commercial use (commercial and industrial truck sales, wholesale party sales, and repair and service use) at the JD Oliver Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by JD Oliver, requesting the City annex the Property, arises exclusively from the need to serve the Property with public water and sewer utilities.



VICINITY MAP  
SCALE 1"=2000'

**LEGEND**

- = PROPERTY LINE
- = CORPORATE BOUNDARY LINE
- - - = CORPORATE BOUNDARY TO BE VACATED
- - - = PROPOSED CORPORATE BOUNDARY
- BL = BOUNDARY LINE
- CBL = CORPORATE BOUNDARY LINE

**ANNEXATION TABLE**

Lands of JDOliver, LLC	13.32 Acres
Lands of Cross Lake, LLC	0.19 Acre
Lands of Salisbury Mall Realty Holdings (Parcel 5)	0.35 Acre
Lands of Salisbury Mall Realty Holdings (Parcel 2)	0.19 Acre
<b>Total New Annexation</b>	<b>14.05 Acres</b>

Land Surveyor's Certification

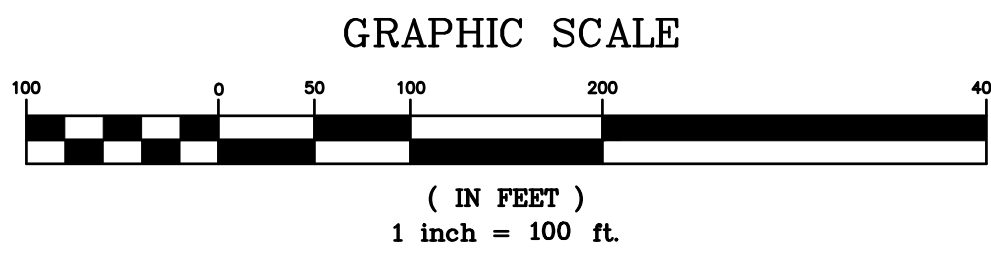
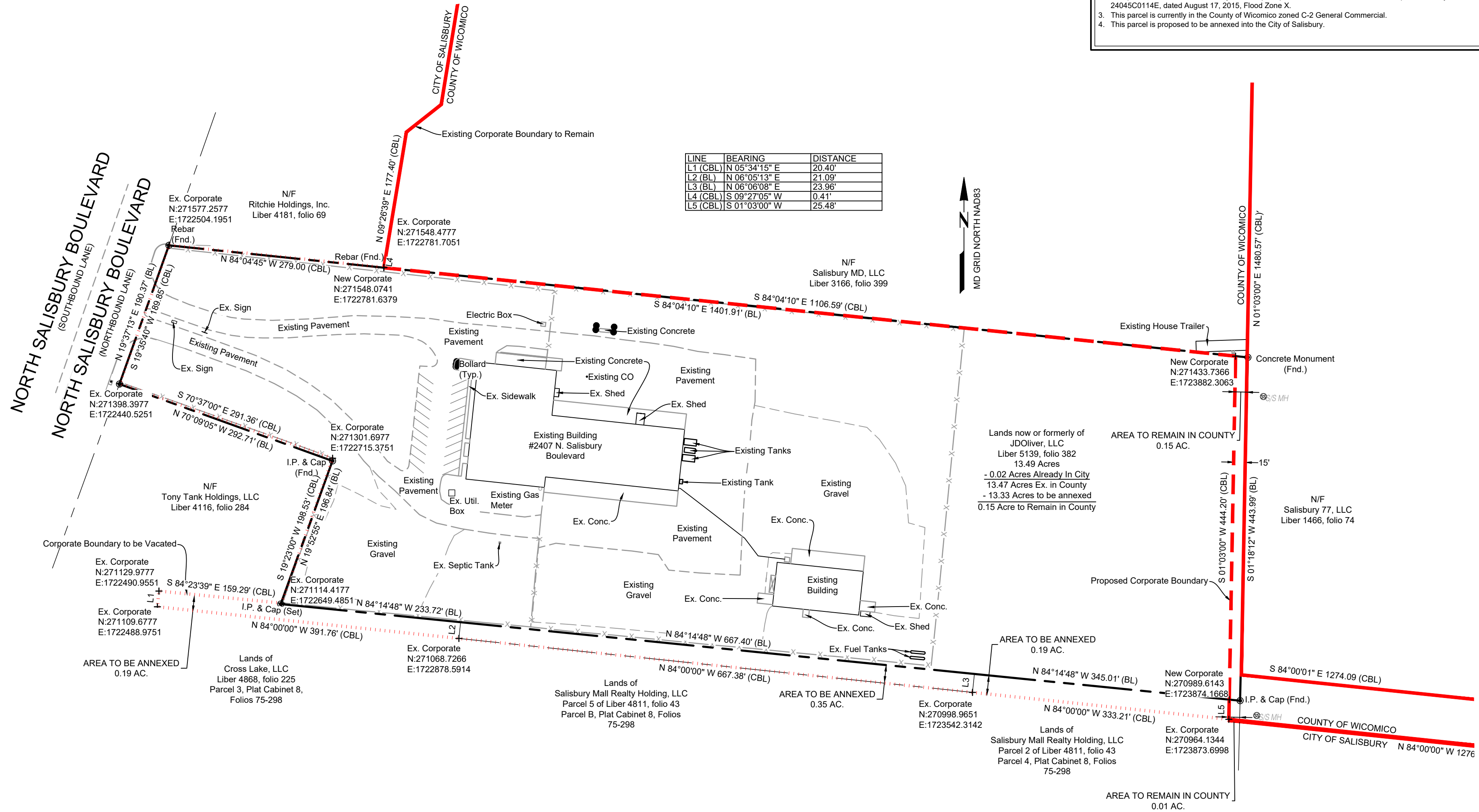
I hereby certify to the best of my professional knowledge and belief that the plat shown hereon is correct; that it is part of the land described in a deed from Cross Lake, LLC, to JDOliver LLC, dated July 29, 2022, recorded among the Land Records of Wicomico County, Maryland, in Liber 5139, folio 382, part of Parcels 2 and 5 of the land described in a deed from RPI Salisbury Mall, LLC, to Salisbury Mall Realty Holding, LLC, dated February 10, 2021, recorded among the Land Records of Wicomico County, Maryland in Liber 4811, folio 43, and of part of the land described in a deed from Freeze Enterprises, LLC, to Cross Lake, LLC, dated May 28, 2021, recorded among the Land Records of Wicomico County, Maryland in Liber 4868, folio 225; that this boundary survey was personally prepared by me or that I was in responsible charge over its preparation; and the surveying work reflected hereon is in compliance with the requirements set forth in COMAR 09.13.06.03 in effect at the time this survey was performed.

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional land surveyor under the laws of the State of Maryland, License No. 10731, Expiration Date: January 16, 2024.

3/1/2023  
Date

**General Notes**

- Bearings, distances and coordinates are based on MD Grid NAD83.
- This parcel does not lie in the 100 year flood plain per FEMA Flood Insurance Rate Map, Community Panel No. 24045C0114E, dated August 17, 2015, Flood Zone X.
- This parcel is currently in the County of Wicomico zoned C-2 General Commercial.
- This parcel is proposed to be annexed into the City of Salisbury.



**FSA**

**FREDERICK SEIBERT & ASSOCIATES, INC.**  
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**CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS**

128 SOUTH POTOMAC STREET  
HAGERSTOWN, MD 21740  
301.791.3600

16 EAST MAIN STREET  
NEW BLOOMFIELD, PA 17088  
717.276.7301

506 SOUTH HANOVER STREET  
CHARLESTON, PA 17013  
717.701.6111

ANNEXATION PLAT  
OF  
PARCEL 158  
FOR  
JDOliver, LLC  
SITUATE AT 2407 NORTH SALISBURY BOULEVARD  
SALISBURY  
WICOMICO COUNTY, MARYLAND

PROJECT NO.	2022-0020
DWN BY	LEJ
DATE	2.16.2023
PROJECT MANAGER	JTD
EMAIL	JDoty@fisa-inc.com
ELECTION DISTRICT	05
PROPERTY INFORMATION	29-11-158/237
ACCOUNT NO.	05-049687/107180/107172/107199
SCALE	1" = 100'
SHEET TITLE	

**ANNEXATION PLAT**

SHEET 01 OF 01

1 **RESOLUTION NO. 3335**

2  
3 **A RESOLUTION** of the Council of the City of Salisbury proposing the  
4 annexation to the City of Salisbury of a certain area of land contiguous to  
5 and binding upon the Corporate Limits of the City of Salisbury to be  
6 known as “**2407 N. Salisbury Boulevard – JD Oliver, LLC**  
7 **Annexation**”, beginning at the same point from a corner of the existing  
8 Corporate Limits Line of the City of Salisbury, Maryland, lying along the  
9 east side of North Salisbury Boulevard, said corner being the  
10 northwesternmost corner of the annexation parcel, and running thence in  
11 a clockwise direction around the perimeter of the affected property to the  
12 point of beginning, being all that real property identified as Tax Map 29,  
13 Parcel 158 (13.32 acres more or less) together with additional areas of land  
14 owned by others: 1) Tax Map 119, Parcel 237 (Parcel 3) (Cross Lake,  
15 LLC) (0.19 acres more or less); 2) Tax Map 119, Parcel 237 (Parcel B)  
16 (Salisbury Mall Realty Holding, LLC) (0.35 acres more or less); and 3)  
17 Tax Map 119, Parcel 237 (Lot 4) (Salisbury Mall Realty Holding, LLC)  
18 (0.19 acres more or less)(collectively, 14.05 acres of land to be annexed).

19 **WHEREAS**, pursuant to that certain Petition for Annexation, dated March 8, 2023, attached hereto  
20 as **Exhibit 1** and incorporated by reference as if fully set forth herein, the City of Salisbury proposes the  
21 annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate  
22 Limits of the City of Salisbury to be known as “**2407 N. Salisbury Boulevard – JD Oliver, LLC**  
23 **Annexation**”, beginning at the same point from a corner of the existing Corporate Limits Line of the City  
24 of Salisbury, Maryland, lying along the east side of North Salisbury Boulevard, said corner being the  
25 northwesternmost corner of the annexation parcel, and running thence in a clockwise direction around the  
26 perimeter of the affected property to the point of beginning, being all that real property identified as Tax  
27 Map 29, Parcel 158 (13.32 acres more or less) together with additional areas of land owned by others: 1)  
28 Tax Map 119, Parcel 237 (Parcel 3) (Cross Lake, LLC) (0.19 acres more or less); 2) Tax Map 119, Parcel  
29 237 (Parcel B) (Salisbury Mall Realty Holding, LLC) (0.35 acres more or less); and 3) Tax Map 119, Parcel  
30 237 (Lot 4) (Salisbury Mall Realty Holding, LLC) (0.19 acres more or less), and further being the same  
31 real property more particularly described in the property description attached hereto as **Exhibit 2** (the  
32 aforesaid real property is hereinafter referred to as the “**Property**”); and

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

35 **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this  
36 Resolution, providing for the Council of the City of Salisbury’s approval of the Annexation Plan (as defined

37 hereinbelow) for the City of Salisbury’s annexation of the Property as set forth herein, shall be and hereby is  
38 scheduled for April 22, 2024 at 6:00 p.m.

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

41 **Section 1.** The “Annexation Plan for the N. Salisbury Boulevard Annexation to the City of  
42 Salisbury”, attached hereto as **Exhibit 3** and incorporated as if fully set forth herein (the “**Annexation**  
43 **Plan**”), be and hereby is adopted for the City of Salisbury’s annexation of the Property as contemplated by  
44 this Resolution.

45 **Section 2.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury  
46 shall hold a public hearing on this Resolution on April 22, 2024 at 6:00 p.m. in the Council  
47 Chambers at the Salisbury Headquarters located at 115 S. Divisions St., and the City Administrator shall  
48 cause a public notice of time and place of the said public hearing to be published not fewer than two (2)  
49 times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City of  
50 Salisbury, which said public notice shall specify a time and place at which the Council of the City of  
51 Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15)  
52 days after the final required date of publication as specified hereinabove. **AND, BE IT FURTHER**  
53 **RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY AS FOLLOWS:**

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

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

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

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

66 **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the  
67 City of Salisbury held on March 11, 2024; having been duly published as required by law in  
68 the meantime, a public hearing was held on \_\_\_\_\_, 2024 at 6:00 p.m., and was finally passed  
69 by the Council at its regular meeting held on \_\_\_\_\_, 2024.

70

71

72

73 \_\_\_\_\_  
74 Kimberly R. Nichols,  
75 City Clerk

\_\_\_\_\_

D'Shawn M. Doughty,  
Council President

75

76

77

78 APPROVED BY ME this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

79

80

81 \_\_\_\_\_  
82 Randolph J. Taylor, Mayor

# CITY OF SALISBURY

## *PETITION FOR ANNEXATION*

---

To the Mayor and Council of the City of Salisbury:

WHEREAS, JDOLiver, LLC (the “Applicant”) owns that certain lot or parcel of land located at 2407 N. Salisbury Blvd., Salisbury, Maryland 21801, further described as Tax Map 29, Grid 11, Parcel 158, and identified as “Lands now or formerly of JDOLiver, LLC, Liber 5139, folio 382, 13.49 acres” on an annexation plat entitled “ANNEXATION PLAT OF PARCEL 158 FOR JDOLIVER, LLC, SITUATE AT 2407 NORTH SALISBURY BOULEVARD, SALISBURY, WICOMICO COUNTY, MARYLAND,” prepared by Frederick, Seibert & Associates, Inc., dated February 16, 2023 (the “Annexation Plat”), consisting of 13.49 acres, more or less (the “JDOLiver Property”); and,

WHEREAS, as shown on the Annexation Plat, a small portion of the JDOLiver Property comprised of 0.02 acres, more or less, is located within the municipal boundaries of the City of Salisbury, Maryland (the “City”) while the balance of the JDOLiver Property comprised of 13.47 acres, more or less, is located adjacent to and outside the City’s municipal boundaries; and,

WHEREAS, the Applicant desires the City to annex substantially all of the JDOLiver Property into the City, save for a small strip of land along the Property’s eastern boundary identified on the Annexation Plat as “AREA TO REMAIN IN COUNTY 0.15 AC.”, consisting of 0.15 acres more or less, which strip is necessary in order to prevent the creation of an illegal enclave of unincorporated County land immediately north of the JDOLiver Property; and,

WHEREAS, to avoid the creation of an illegal enclave and to refine the City’s municipal boundary, the Applicant is requesting that the City incorporate the following additional areas of land as shown and described on the Annexation Plat: (1) a 0.19 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.19 AC.”, being “LANDS OF CROSS LAKE, LLC, LIBER 4868, FOLIO 225, PARCEL 3, PLAT CABINET 8, FOLIOS 75-298”; (2) a 0.37 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.37 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 5 OF LIBER 4811, FOLIO 43, PARCEL B, PLAT CABINET 8, FOLIOS 75-298”; and, (3) a 0.20 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.20 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 2 OF LIBER 4811, FOLIO 43, PARCEL 4, PLAT CABINET 8, FOLIOS 75-298” (collectively, the “Additional Property”); and,

WHEREAS, the Applicant is the owner of at least 25% of the assessed valuation of real property in the area to be annexed, and there are no registered voters who are residents in the area to be annexed; and,

WHEREAS, the Applicant desires the City to annex the JD Oliver Property and the Additional Property into City of Salisbury, Maryland.

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

Parcel(s)      Tax Map 29, Parcel 158 (JD Oliver, LLC)  
(13.32 AC± area to be annexed);

Together with the following additional areas of land owned by others:

Tax Map 119, Parcel 237 (Parcel 3) (Cross Lake, LLC)  
(0.19 AC± area to be annexed);

Tax Map 119, Parcel 237 (Parcel B) (Salisbury Mall Realty Holding, LLC)  
(0.37 AC± area to be annexed); and,

Tax Map 119, Parcel 237 (Lot 4) (Salisbury Mall Realty Holding, LLC)  
(0.20 AC± area to be annexed).

SIGNATURE

APPLICANT:

JD OLIVER, LLC

  
By: Ryan D. Showalter, Authorized Person

3/8/23  
Date

## N SALISBURY BLVD. – JDOLIVER, LLC

Beginning for the same at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the southeasterly corner of the lands of Ritchie Holdings, Inc. X 1,210,355.92 Y 210,799.78 (1) Thence by and with the said Corporate Limits Line the following nine courses: (a) North eighty-four degrees four minutes forty-five seconds West (N 84° 04' 45" W) two hundred seventy-nine decimal zero, zero (279.00) feet to a point near the easterly right of way line of North Salisbury Boulevard. X 1,210,078.41 Y 210,828.56 (b) South nineteen degrees thirty-five minutes forty seconds West (S 19° 35' 40" W) one hundred eighty-nine decimal eight, five (189.85) feet to a point at near the northwesterly corner of the lands of Tony Tank Holdings, LLC. X 1,210,014.74 Y 210,649.70 (c) South seventy degrees thirty-seven minutes zero seconds East (S 70° 37' 00" E) two hundred ninety-one decimal three, six (271.36) feet to a point near the northeasterly corner of the said Tony Tank Holdings land. X 1,210,289.59 Y 210,553.00 (d) South nineteen degrees twenty-three minutes zero seconds West (S 19° 23' 00" W) one hundred ninety-eight decimal five, three (198.53) feet to a point near the southeasterly corner of the said Tony Tank Holdings land. X 1,210,223.70 Y 210,365.72 (e) North eighty-four degrees twenty-three minutes thirty-nine seconds West (N 84° 23' 39" W) one hundred fifty-nine decimal two, nine (159.29) feet to a point at the northwesterly corner of a strip of lands of the Salisbury Mall Realty Holding, LLC. X 1,210,065.17 Y 210,381.28 (f) South five degrees thirty-four minutes fifteen seconds West (S 05° 34' 15" W) twenty decimal four, zero (20.40) feet to the southwesterly corner of the said strip of land. X 1,210,063.19 Y 210,360.98 (g) South eighty-four degrees zero minutes zero seconds East (S 84° 00' 00" E) three hundred ninety-one decimal seven, six (391.76) feet to a point on the southerly line of the said strip of land. X 1,210,452.81 Y 210,320.03 (h) South eighty-four degrees zero minutes zero seconds East (S 84° 00' 00" E) six hundred sixty-seven decimal three, eight (667.38) feet to a point on the southerly line of the said strip of land. X 1,211,116.53 Y 210,250.27 (i) South eighty-four degrees zero minutes zero seconds East (S 84° 00' 00" E) three hundred thirty-three decimal two, one (333.21) feet to a point on the southerly line of the said strip of land. X 1,211,447.91 Y 210,215.44 (2) Thence crossing the said strip of land and with a line being fifteen feet westerly of and parallel to the westerly line of the lands of JDoliver, LLC, in part, North one degrees three minutes zero seconds East (N 01° 03' 00" E) four hundred sixty-nine decimal six, eight (469.68) feet the point on the northerly line of the lands of the said JDoliver, LLC. X 1,211,456.52 Y 210,685.04 (5) Thence by and with the said line of JDoliver, LLC, North eighty-four degrees four minutes ten seconds West (N 84° 04' 10" W) one thousand one hundred six decimal five, nine (1,106.59) feet to a point on the said line of JDoliver, LLC. X 1,210,355.85 Y 210,799.38 (6) Thence North nine degrees twenty-seven minutes five seconds East (N 09° 27' 05" E) zero decimal four, one (0.41) feet to the point of beginning.

Annexation containing 14.05 acres, more or less.



Exhibit 3

**ANNEXATION PLAN  
FOR THE  
2407 N. SALISBURY BOULEVARD – JDOLIVER, LLC ANNEXATION  
TO THE CITY OF SALISBURY**

March 4, 2024

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

At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on \_\_\_\_\_, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by JDOLIVER, LLC (“**JDoliver**”), dated March 8, 2023, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of lands:

- JDoliver owns that certain lot or parcel of land located at 2407 N. Salisbury Blvd., Salisbury, Maryland 21801, further described as Tax Map 29, Grid 11, Parcel 158, and identified as “Lands now or formerly of JDoliver, LLC, Liber 5139, folio 382, 13.49 acres” on an annexation plat entitled “ANNEXATION PLAT OF PARCEL 158 FOR JDOLIVER, LLC, SITUATE AT 2407 NORTH SALISBURY BOULEVARD, SALISBURY, WICOMICO COUNTY, MARYLAND,” prepared by Frederick, Seibert & Associates, Inc., dated February 16, 2023 (the “**Annexation Plat**”), consisting of 13.49 acres, more or less. The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*). As shown on the Annexation Plat, a small portion of the JDoliver Property, comprised of 0.02 acres, more or less, is located within the municipal boundaries of the City, while the balance of the JDoliver Property, comprised of 13.47 acres, more or less, is located adjacent to and outside the City’s municipal boundaries. JDoliver desires the City to annex substantially all of the JDoliver Property into the City, save for a small strip of land along the Property’s eastern boundary identified on the Annexation Plat as “AREA TO REMAIN IN COUNTY 0.15 AC.”, consisting of 0.15 acres more or less, which strip is necessary in order to prevent the creation of an enclave of unincorporated County land immediately north of the JDoliver Property (the aforesaid 13.32 acres of property to be annexed is hereafter referred to as the “**JDoliver Property**”); and
- The following additional areas of land as shown and described on the Annexation Plat: (1) a 0.19 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.19 AC.”, being “LANDS OF CROSS LAKE, LLC, LIBER 4868, FOLIO 225, PARCEL 3, PLAT CABINET 8, FOLIOS 75-298”; (2) a 0.35 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.37 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 5 OF LIBER 4811, FOLIO 43, PARCEL B, PLAT CABINET 8, FOLIOS 75-298”; and, (3) a 0.19 acre area, more or less, identified on the Annexation Plat as “AREA TO BE ANNEXED 0.20 AC.”, being “LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 2 OF LIBER 4811, FOLIO 43, PARCEL 4, PLAT CABINET 8, FOLIOS 75-298” (collectively, the “**Additional Property**”) (the JDoliver Property and the Additional Property are hereafter referred to collectively as the “**Property**”); and
- At the April 20, 2023 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Property and approved a favorable recommendation to the City for the proposed zoning of the Property.
- On \_\_\_\_\_, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in

accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City's annexation of the Property, as requested by the Annexation Petition submitted by JDOLiver. Furthermore, at the \_\_\_\_\_ Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

## **1.0. GENERAL INFORMATION AND DESCRIPTION OF PROPERTY.**

**1.1. Petitioner for Annexation of the Property.** JDOLiver is the owner and Petitioner for annexation of the Property. JDOLiver, or its fully authorized agent, will perform all functions, including but not limited to appearing before all state and municipal bodies, in order to effectuate the annexation.

**1.2. Location.** The Property is located as follows: **(a)** The JDOLiver Property is located on the easterly side of North Salisbury Boulevard; the JDOLiver Property is fairly rectangular in shape and adjoins the existing City boundaries along North Salisbury Boulevard and runs parallel to the existing City boundaries along Centre Drive; and **(b)** The Additional Property is located on the easterly side of North Salisbury Boulevard and is the strip of land that adjoins the southernmost boundary of the JDOLiver Property and existing City boundaries along Centre Drive, as is more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit A*.

### **1.3. Property Description; Reason for the Annexation Petition.**

**(a)** The JDOLiver Property consists of 13.32 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Additional Property consists of (1) 0.19 +/- acres of land as more particularly depicted and described by the Annexation Plat; (2) 0.35 +/- acres of land as more particularly depicted and described by the Annexation Plat; and (3) 0.19 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the "**Property Description**").

**(b)** The JDOLiver Property is currently improved with two (2) buildings, two (2) paved driveways, paved parking spaces, gravel lots, concrete sidewalk serving building frontage, and two (2) above ground storage tanks. Prior use of the JDOLiver Property included commercial and industrial truck sales, wholesale party sales, and repair and service. JDOLiver desires to renovate the interior of the JDOLiver Property while continuing the same use of the JDOLiver Property. JDOLiver desires to connect to the City water and sewer.

**1.4. Existing Zoning.** All of the JDOLiver Property is currently zoned C-2 General Commercial under the Wicomico County Code. The properties adjacent to the JDOLiver Property that are located within the municipal limits of the City are to the south and west and are zoned "General Commercial" under the City of Salisbury City Code (the "**City Code**").

## **2.0. LAND USE PATTERN PROPOSED FOR THE PROPERTY.**

### **2.1. Comprehensive Plan.**

**(a)** By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the "**Comprehensive Plan**"). The Comprehensive Plan sets forth the land use policies for all lands located within the City's municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City's Comprehensive Plan provides in pertinent part: "the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3" attached to and incorporated within the

Comprehensive Plan. The Property is located within the City’s designated Municipal Growth Area.

- (b) With respect to the City’s annexation of property, the goal of the City’s Comprehensive Plan is: “to encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

**2.2. Proposed Zoning for Property.** Upon its annexation, the JDoliver Property is proposed to be zoned as “General Commercial”. Per Section 17.36 of the City Code, the purpose of the “General Commercial” zoning 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.”

**2.3. Proposed Land Use for Property.** As set forth in Section 1.3(b) of this Annexation Plan, prior use of the JDoliver Property included commercial and industrial truck sales, wholesale party sales, and repair and service. JDoliver desires to renovate the interior of the JDoliver Property while continuing the same use of the JDoliver Property.

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

**3.1. Roads.** Currently, and following its annexation by the City, the JDoliver Property will utilize two (2) existing paved driveways, both of which have access from the northbound lane of North Salisbury Boulevard (U.S. Route 13).

**3.2. Water and Wastewater Treatment.** The JDoliver Property will create a demand of about 500 gallons per day. JDoliver, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Property.

**3.3. Schools.** The Property is and will be subject to commercial and industrial truck sales, wholesale party sales, and repair and service use only and will not generate any pupil enrollment, and therefore will have no impact on school capacity.

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

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

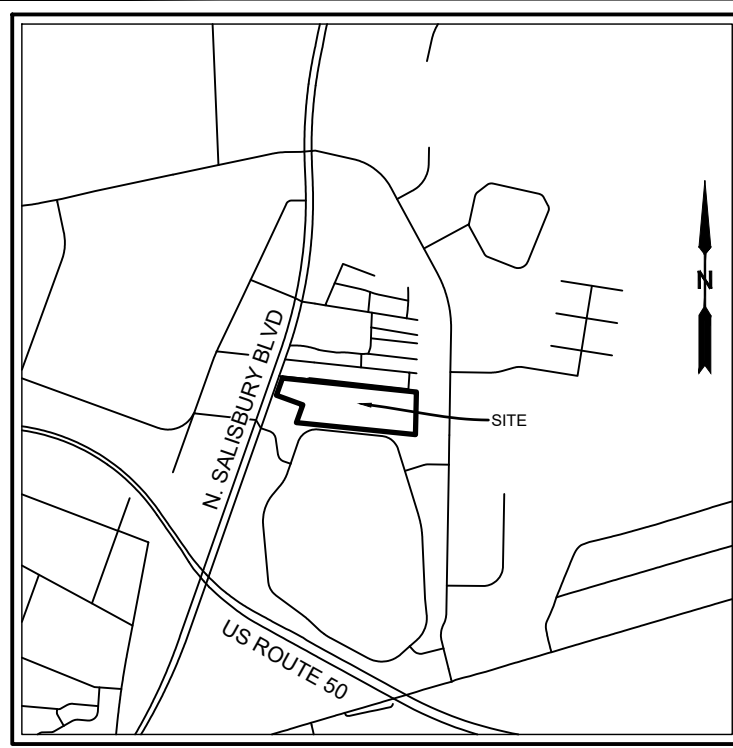
**3.6. Police.** The City of Salisbury Police Department will provide police services to the Property.

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

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

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

The City's annexation of the Property is consistent with applicable Maryland and local law. The Property is located along and is immediately adjacent to U.S. Route 13 on the northern side of the City of Salisbury. JD Oliver's proposed commercial use (commercial and industrial truck sales, wholesale party sales, and repair and service use) at the JD Oliver Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by JD Oliver, requesting the City annex the Property, arises exclusively from the need to serve the Property with public water and sewer utilities.



VICINITY MAP  
SCALE 1"=2000'

**LEGEND**

- = PROPERTY LINE
- = CORPORATE BOUNDARY LINE
- - - = CORPORATE BOUNDARY TO BE VACATED
- - - = PROPOSED CORPORATE BOUNDARY
- BL = BOUNDARY LINE
- CBL = CORPORATE BOUNDARY LINE

**ANNEXATION TABLE**

Lands of JDOliver, LLC	13.32 Acres
Lands of Cross Lake, LLC	0.19 Acre
Lands of Salisbury Mall Realty Holdings (Parcel 5)	0.35 Acre
Lands of Salisbury Mall Realty Holdings (Parcel 2)	0.19 Acre
<b>Total New Annexation</b>	<b>14.05 Acres</b>

Land Surveyor's Certification

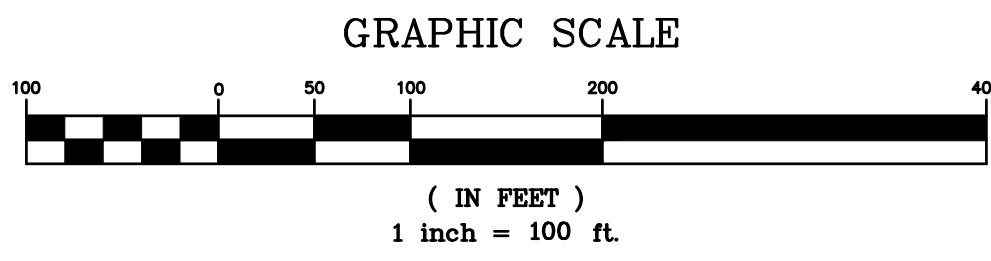
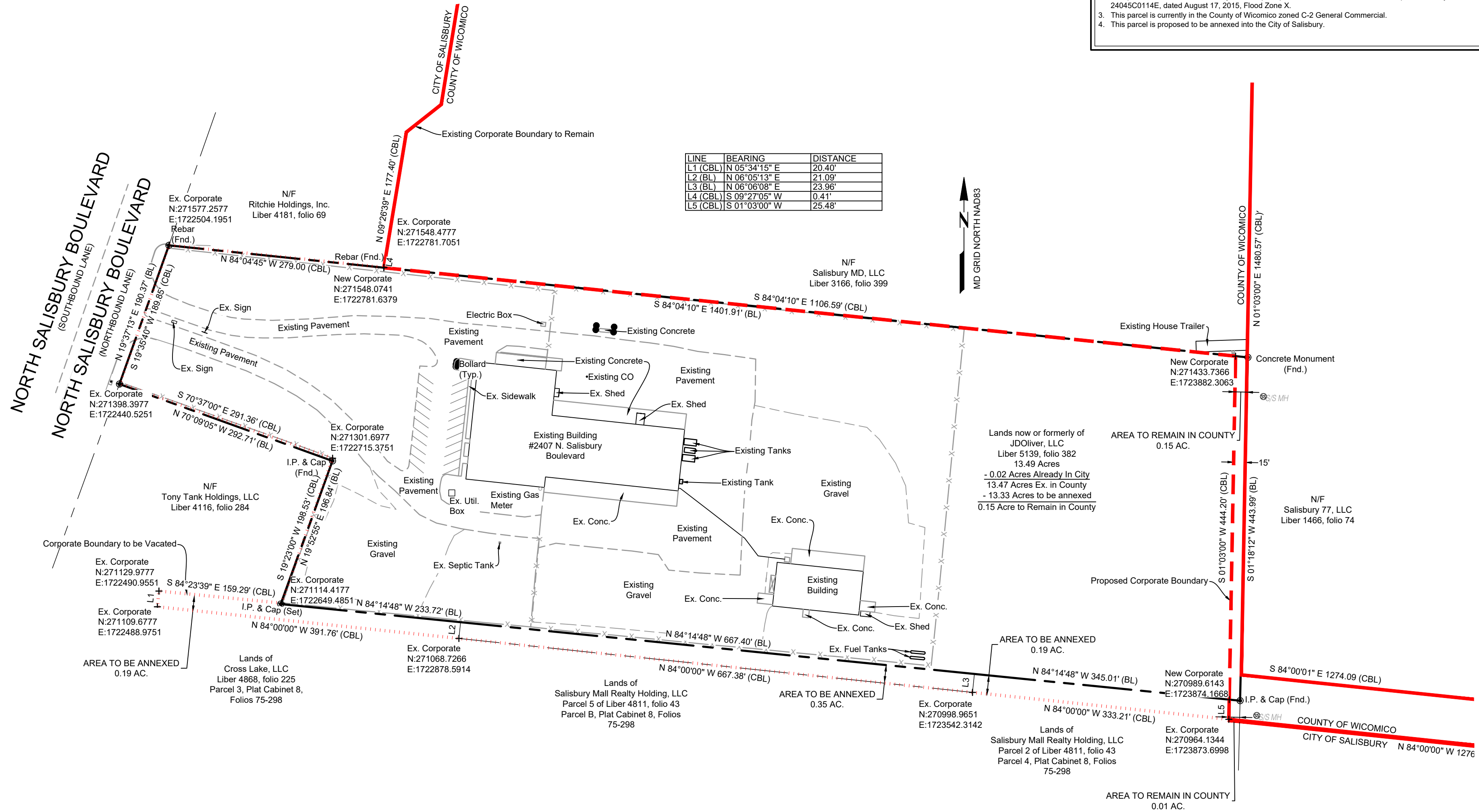
I hereby certify to the best of my professional knowledge and belief that the plat shown hereon is correct; that it is part of the land described in a deed from Cross Lake, LLC, to JDOliver LLC, dated July 29, 2022, recorded among the Land Records of Wicomico County, Maryland, in Liber 5139, folio 382, part of Parcels 2 and 5 of the land described in a deed from RPI Salisbury Mall, LLC, to Salisbury Mall Realty Holding, LLC, dated February 10, 2021, recorded among the Land Records of Wicomico County, Maryland in Liber 4811, folio 43, and of part of the land described in a deed from Freeze Enterprises, LLC, to Cross Lake, LLC, dated May 28, 2021, recorded among the Land Records of Wicomico County, Maryland in Liber 4868, folio 225; that this boundary survey was personally prepared by me or that I was in responsible charge over its preparation; and the surveying work reflected hereon is in compliance with the requirements set forth in COMAR 09.13.06.03 in effect at the time this survey was performed.

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional land surveyor under the laws of the State of Maryland, License No. 10731, Expiration Date: January 16, 2024.

3/1/2023  
Date

General Notes

- Bearings, distances and coordinates are based on MD Grid NAD83.
- This parcel does not lie in the 100 year flood plain per FEMA Flood Insurance Rate Map, Community Panel No. 24045C0114E, dated August 17, 2015, Flood Zone X.
- This parcel is currently in the County of Wicomico zoned C-2 General Commercial.
- This parcel is proposed to be annexed into the City of Salisbury.



**FSA**

**FREDERICK SEIBERT & ASSOCIATES, INC.**  
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**CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS**

128 SOUTH POTOMAC STREET  
HAGERSTOWN, MD 21740  
301.791.3600

16 EAST MAIN STREET  
NEW BLOOMFIELD, PA 17088  
717.276.7501

506 SOUTH HANOVER STREET  
CHARLESTON, PA 17013  
717.701.8111

ANNEXATION PLAT  
OF  
PARCEL 158  
FOR  
JDOliver, LLC  
SITUATE AT 2407 NORTH SALISBURY BOULEVARD  
SALISBURY  
WICOMICO COUNTY, MARYLAND

PROJECT NO.	2022-0020
DWN BY	LEJ
DATE	2.16.2023
PROJECT MANAGER	JTD
EMAIL	JDoty@fisa-inc.com
ELECTION DISTRICT	05
PROPERTY INFORMATION	29-11-158/237
ACCOUNT NO.	05-049687/107180/107172/107199
SCALE	1" = 100'
SHEET TITLE	

**ANNEXATION PLAT**

SHEET 01 OF 01

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**ORDINANCE NO. 2858**

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A  
BUDGET AMENDMENT OF THE FY2024 GENERAL FUND BUDGET TO  
APPROPRIATE FUNDS TO THE SALISBURY ZOO.**

**WHEREAS**, the Salisbury Zoo has experienced significant equipment and facility failures resulting in an unexpected shortfall in operating funds; and

**WHEREAS**, these emergency repairs were necessary to keep animals alive during below average temperatures and heavy rains; and

**WHEREAS**, the Salisbury Zoo has a Buildings Account budget currently at \$729.16 for the remainder of FY2024; and

**WHEREAS**, the Salisbury Zoo, falling under the Department of Arts, Business and Culture, has estimated \$50,000 would be required for the remainder of FY2024 to properly maintain operations and provide routine exhibit maintenance and seeks a budget amendment as set forth below; and

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

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

**Section 1.** The City of Salisbury's Fiscal Year 2024 General Fund Budget be and is hereby amended as follows:

- (a) Increase the Current Year Surplus Account (01000-469810) by \$50,000; and
- (b) Increase the Salisbury Zoo's Buildings Account (40000-534301) by \$50,000.

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

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

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

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

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

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 26<sup>th</sup> day of February, 2024 and thereafter, a statement of the substance of the

53 Ordinance having been published as required by law, in the meantime, was finally passed by the Council  
54 of the City of Salisbury on the 11 day of March, 2024.

55  
56 **ATTEST:**

57  
58  
59  
60 Kimberly R. Nichols, City Clerk D'Shawn M. Doughty, City Council President

61  
62  
63 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

64  
65  
66 Randolph J. Taylor, Mayor

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