



CITY OF SALISBURY

115 S. Division Street, Salisbury, MD, 21801

WORK SESSION

Government Office Building

125 N Division Street, Room 301, Salisbury, MD, 21801

Monday, September 16, 2024, 4:30 p.m.

D'SHAWN M. DOUGHTY
Council President

ANGELA M. BLAKE
Council Vice President

APRIL R. JACKSON
Councilwoman

MICHELE R. GREGORY
Councilwoman

SHARON DASHIELL
Councilwoman

PUBLIC COMMENTS WILL BE HEARD AFTER EACH OF THE FOLLOWING ITEMS:

Proposed HORIZON modification that would lower threshold eligibility and reduce the abatement schedule – City Administrator Andy Kitzrow

Market Development Project – Presented by the Downtown Salisbury Business Alliance

Ordinance authorizing the Mayor to enter into a contract with the Maryland State Arts Council for the purpose of accepting grant funds in the amount of \$41,002 and to approve a budget amendment to the grant fund to appropriate these funds for expenses associated with the Maryland Folk Festival – Arts, Business & Culture Director Allen Swiger

Tow Fees Discussion – Chief Meienschein

ADMINISTRATION UPDATES AND COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

Join Zoom Meeting

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

Meeting ID: 881 6325 3286

Passcode: 812389

Phone: 1.301.715.8592

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.



TO: City Council

FROM: Andy Kitzrow, City Administrator

DATE: September 16, 2024

RE: HORIZON Incentive – Expansion consideration (Horizon “Light”)

Administration is proposing to modify the Horizon Incentive program. This proposal would lower threshold eligibility and reduce the abatement schedule.

Here is a summary of the program thresholds and abatement schedule. We will discuss further during our work session. No changes to the locations/zones eligible for the incentive being considered by Administration at this time.

Program	HORIZON (Current)	HORIZON “Light” (New)
Eligibility	Increase in assessed property value by at least \$10,000,000 (or more)	Increase in assessed property value by at least \$5,000,000
Abatement schedule	<ul style="list-style-type: none"> • 100% -Years 1-5 • 75% - Years 6-10 • 50% - Years 11-15 • 25% - Years 16-20 • 0% - Year 21 and forward 	<ul style="list-style-type: none"> • 100% -Years 1-3 • 75% - Years 4-5 • 50% - Years 6-7 • 25% - Years 8-9 • 0% - Year 10 and forward
Effective date	Once a certificate of occupancy for the Project has been issued and the real property, at which the Project is constructed, has been appraised and its increased assessed value established, the Tax Credit shall take effect during the next fiscal year tax billing cycle	Once a certificate of occupancy for the Project has been issued and the real property, at which the Project is constructed, has been appraised and its increased assessed value established, the Tax Credit shall take effect during the next fiscal year tax billing cycle, <u>or twenty-four months after the passage of Resolution qualifying the development project, whichever comes first.</u>

ORDINANCE NO. 2669

AN ORDINANCE OF THE CITY OF SALISBURY TO ESTABLISH A PROGRAM TO ENCOURAGE HOTEL AND LARGE SCALE RESIDENTIAL DEVELOPMENT AND REVITALIZATION IN THE DOWNTOWN AREA OF SALISBURY, TO BE KNOWN AS THE HORIZON PROGRAM.

WHEREAS, the City seeks to incentivize the construction and expansion of business interests in and near the Downtown area, specifically the Central Business Zoning District and Riverfront Redevelopment Zoning Districts as adopted via Resolution No. 2600 in the Envision Salisbury Master Plan, in order to increase the amount of economic activity in these areas; and

WHEREAS, implementing the Hotel Or Residential Incentive Zone (HORIZON) Program will encourage financially responsible businesses to construct or expand hotel and residential business interests in these areas, which may further result in positive economic and social effects, including, but not limited to increases in cultural activity opportunities, employment opportunities, and business activities; and

WHEREAS, the City through the Department of Infrastructure and Development shall process applications connected to the HORIZON Program to ensure compliance with the program and shall review and approve all completed applications before benefits tied to the program are approved and granted to developers; and

WHEREAS, the City has developed a HORIZON Program Guidelines and Application with specific requirements that shall be monitored and administered by the Department of Infrastructure and Development in order to ensure that all information and submissions are correct and properly considered; and

WHEREAS, the Mayor joins with the City Council in recommending the implementation of the HORIZON Program and application process; and

WHEREAS, the City's establishment of the HORIZON Program hereunder is authorized by Section 9-324(d) of the Property-Tax Article of the Annotated Code of Maryland.

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

Section 1. Title 3 of the Salisbury City Code, entitled "REVENUE AND FINANCE, be and hereby is amended by adding a new Chapter 3.25, titled "Hotel Or Residential Incentive Zone (HORIZON) Program", as follows:

Chapter 3.25 Hotel Or Residential Incentive Zone (HORIZON) Program

3.25.010 – Definitions

In this section, the following words have the following meanings indicated.

"Multifamily" has the meaning set forth in Title 17 ZONING, Section 17.04.120

"Hotel" has the meaning set forth in Chapter 5.68

A. The HORIZON Program is hereby established for the purpose of accelerating the construction or expansion of hotel or multifamily residential development in the Central Business Zoning District and Riverfront Redevelopment Zoning Districts.

B. The City Council hereby adopts the HORIZON Program Guidelines and the Application submitted with this ordinance and attached hereto and incorporated herein as Exhibit A as the initial approved application and grants administrative powers to the Director of the Department of Infrastructure and Development to process and monitor submitted applications in conjunction with the Department of Finance, to make necessary changes to the application for the HORIZON Program, and to adopt such additional rules and regulations as may be necessary for the proper and efficient administration of the HORIZON Program.

C. An application for the HORIZON Program shall be subject to final approval by a Resolution of the City Council.

D. Upon approval of an application for the HORIZON Program by a Resolution of the City Council, the Department of Infrastructure and Development shall prepare a HORIZON Agreement for execution by the applicant and the City.

E. All real property tax credits received through the HORIZON Program shall run with the land and be payable only to the then current owners of the real property.

F. The HORIZON Program is hereby established for a period of ten years from the date of final passage of the ordinance. The program shall be reevaluated prior to the end of the third year. The City Council may approve modifications to the HORIZON Program and suspend or terminate the continuance of the HORIZON Program at any time by Resolution of the City Council.

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 14th day of June, 2021 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 28th day of June, 2021.


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[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

ATTEST:

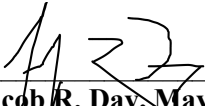


Kimberly R. Nichols, City Clerk



John R. Heath, City Council President

Approved by me, this 30th day of June, 2021.



Jacob R. Day, Mayor

HORIZON PROGRAM AGREEMENT

THIS HORIZON PROGRAM AGREEMENT (“Agreement”), is dated this ____ day of _____ 20__, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and **NAME**, a Maryland limited liability company (“Name”) (the City and Name are hereinafter referred to collectively as the “Parties”).

Recitals

WHEREAS, via Ordinance No. ____ passed on _____, 2021, the City established a program to encourage hotel and large scale residential development and revitalization in the downtown area of Salisbury, known as the HORIZON Program;

WHEREAS, Name is the owner of all that certain real property, and improvements thereon, located in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map ____, Grid ____, Parcel ____, and being described as “_____”;

WHEREAS, Name plans to develop the property by constructing _____, which, when complete, will consist of _____ (hereinafter referred to as the “Project”);

WHEREAS, the Parties acknowledge and agree the Project will have a material impact on the revitalization of Downtown Salisbury by significantly increasing the (hotel or housing) inventory available within Downtown Salisbury;

WHEREAS, via Resolution No. ____ passed on _____, 20__, the City authorized Name to utilize the HORIZON Program for Project.

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

1. **Term.** The term of this Agreement shall commence on _____ and shall continue for a term of twenty (20) (the “Term”). HORIZON Program Agreements are valid for one (1) calendar year from the agreement date. If projects are delayed or the schedule defined in the agreement is not met, then applicants may request a 1-year extension which will be considered by the Mayor.

2. Dates.

(a) This Agreement shall be deemed effective as of the date and year first above written, which shall be the later of the following dates: (a) the date this Agreement is executed by Name; or, (b) the date this Agreement is executed by the City.

(b) The Building Permit application must be received by the Department of Infrastructure and Development by _____, 20__.

(c) Construction will comment no later than _____, 20__.

(d) The certificate of occupancy must be received no later than _____, 20__.

3. Miscellaneous.

(a) **Authority.** Each party represents and warrants to the other party that: (i) it has the full right, power and authority to execute this Agreement; (ii) the execution and delivery of this Agreement and the performance of its obligations hereunder are not prohibited by or in breach of, and the provisions hereof do not conflict with, any other agreement, mortgage, contract or other instrument or document to which it is a party or by which it is otherwise bound; and, (iii) there are no legal requirements imposed upon

it which prohibit or limit the execution and delivery of this Agreement and the performance of its obligations hereunder.

(b) **Entire Agreement.** This Agreement, and all exhibits attached hereto, constitute the entire agreement and understanding of the Parties with respect to the matters set forth 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.

(c) **Waiver - Amendments.** Any of the terms or conditions of this Agreement may be waived but only in writing by the party which is entitled to the benefit thereof, and this Agreement may be amended or modified in whole or in part only by an agreement in writing executed by all of the Parties.

(d) **Binding Nature of Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and permitted assigns. Name may assign this Agreement and all its rights hereunder to any successor(s)-in-interest of Name with respect to its ownership of, or any of its rights in and to, the Project or any part or portion thereof.

(e) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect or otherwise limit the validity and enforceability of the other provisions hereof.

(f) **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.

(g) **Governing 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 hereto 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 under, from or in connection with this Agreement.

(h) **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 a party hereto against the other on any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties to one another, and/or any claim, injury or damage arising from or consequent upon this Agreement.

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

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(k) **Indemnity.** Name shall indemnify, defend and save harmless the City and its officers, employees and agents from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way connected with any injury to any person or damage to any property or any loss to the City or third parties.

(l) **Unsatisfactory work.** The City shall have the right to refuse tax credits to Name if the City believes the work for development of the Project is unsatisfactory, construction of the Project is not being completed according to the approved HORIZON application or this Agreement, or the increased assessed value of the real property does not meet the eligibility requirements.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals and acknowledged this Developer's Agreement as of the date and year referenced below.

WITNESS/ATTEST:

THE CITY:

City of Salisbury, Maryland

Kimberly R. Nichols

By:  (SEAL)
Jacob R. Day, Mayor

Date: June 30, 2021

DEVELOPER:

Name

By: _____ (SEAL)
Printed name and title

Date: _____, _____, 20____



HORIZON Program (Hotel Or Residential Incentive Zone)

Guidelines and Application

Department of Infrastructure & Development
Room 202
125 N. Division Street
Salisbury, Maryland 21801

Phone: 833-SBY-CITY

June 2021

HORIZON Program Guidelines and Application

The HORIZON Program (the “**Program**”) is a real property tax credit program. The primary goal of the Program is to accelerate the construction or expansion of hotel or multifamily residential development in the Central Business Zoning District and Riverfront Redevelopment Zoning Districts (**Exhibit 1**), and to increase economic activity in Downtown Salisbury. Additionally, the Program aims to:

- Add new jobs to the Downtown workforce by providing spaces, culture and an environment that will be attractive to new companies and promote local growth.
- Attract private capital investments into the Central Business District and Riverfront Redevelopment Districts by supporting large scale development projects that increase the assessed value of real property in Downtown Salisbury.

Eligibility for HORIZON Program Real Property Tax Credit

A developer (each an “**Applicant**” and collectively the “**Applicants**”) may submit written documentation to the Director of the Department of Infrastructure & Development (“**DID**”) to establish eligibility for a project (a/the “**Project**”) if the Project meets all of the following criteria:

1. The Project must be located within one or more of the following Zoning Districts: Central Business District and/or Riverfront Redevelopment Districts, and must constitute new development, rehabilitation or revitalization of an existing building or property.
2. The Project must serve primarily as a multifamily residential development or a hotel as defined in the City’s Municipal Code.
3. Upon completion, the Project must increase the assessed value of the real property by at least \$10,000,000.00. If the master plan of the Project is “phased”, each phase must meet the eligibility requirements independently.
4. The Project must comply with all applicable Zoning and Building Codes.
5. The Project must be consistent with the Envision Salisbury Master Plan adopted via Resolution No. 2600, dated March 17, 2016, and the adopted Comprehensive Plan of the City of Salisbury.
6. The Project must comply with all requirements of the Salisbury Historic District Commission (**Exhibit 2**).
7. The Project must not have received a certificate of occupancy before July 1, 2021.

General Conditions

1. Applicants must comply with all Program guidelines and conditions.
2. Applicants must comply with the “Envision Salisbury Master Plan” proposal for the area in which the Project is located.
3. Applicants must be the owner of the Project to apply for the Program.

4. Properties and owners must be current on all City, County, State, and Federal property and income taxes and remain current throughout the tax credit term. Failure to comply will result in suspension of the tax credit during any period of non-compliance and, at the discretion of the City Council, may result in termination of the HORIZON Program Agreement (the “**HORIZON Agreement**”) and the forfeiture of tax credits for the remainder of the HORIZON Program Tax Credit Schedule (the “**Tax Credit Schedule**”). Reimbursement of tax credits received during any period of non-compliance will be required and, to the fullest extent permitted by law, shall be a lien on the property for which the HORIZON Program Tax Credit (the “**Tax Credit**”) was requested.
5. Building permits for a Project must be received within the schedule defined in the HORIZON Agreement.
6. All construction work for a Project must comply with applicable laws, ordinances, building codes and zoning ordinances.
7. The HORIZON Program Application (the “**Application**”) must include drawings of the proposed Project made to the specifications required by the Director of DID which demonstrate what the Project will look like when completed and show it will be in full compliance with the requirements of the Program. Upon completion of the Project, the Applicant will obtain an appraisal of the real property from a qualified professional appraiser approved by the City of Salisbury.
8. The Applicant shall not deviate from the Project described in the Application or change the intended use of the property (e.g. change the Project from development of residential units to development of retail space); doing so without the prior approval of the Director of DID and the Council will disqualify the Project for the Tax Credit.
9. It is expressly agreed that Applicants shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances, and other regulations applicable to any Project for which the Tax Credit is sought under the Program.
10. It is expressly understood and agreed by each Applicant, that Applicants waive and release the City of Salisbury, its agents, employees, officers and/or directors from any and all liability for or arising from any property damage, personal injury, or other loss related in any way to the Project, the development and/or construction thereof, the Program or any Tax Credit(s) granted to an Applicant thereunder.
11. Each Applicant shall be responsible for hiring and executing an agreement with a general contractor, licensed to operate in the State of Maryland, for the construction of the Project. Each Applicant shall ensure that, in connection with the construction of the Project, its general contractor provides insurance coverage for comprehensive public liability, property damage liability, builder’s risk, and workers’ compensation.
12. Each Applicant must certify that: there are no hazardous materials located on the property at which the Project is constructed; the Applicant will not cause or allow any hazardous materials to be placed on the property at which the Project is constructed; and, the property

at which the Project is constructed is in compliance with all applicable Federal, State, and local environmental laws and regulations.

13. Applicants shall maintain or cause to be maintained both property and commercial general liability coverage for the Project and the property at which the Project is constructed, both during and after the construction/rehabilitation related to the Program.
14. If a Project is located in the 100-year floodplain, as designated by Federal Emergency Management Agency (FEMA), the Applicant shall be required to provide evidence of flood insurance coverage.
15. Following the completion of the Project, the Applicant shall ensure that all necessary approvals for the commencement of the activities that will take place on the property, including all applicable permits and licenses, have been obtained.
16. Having met all other requirements to receive a building permit, the Applicant shall commence construction of the Project no later than one (1) year after the date that the City Council formally adopts the Resolution approving the Application for the Project or pursuant the schedule as set forth in the HORIZON Agreement.
17. An Applicant must secure the certificate of occupancy for the Project no later than two (2) years after the date the building permit is issued for construction of the Project or pursuant to the schedule as defined in the HORIZON Agreement.
18. An Applicant shall maintain the property and all improvements of the Project, and otherwise comply with the Municipal Code of the City of Salisbury.
19. An Applicant shall authorize the City of Salisbury to promote any Project approved for the Program. Such promotion by the City of Salisbury may include, but is not limited to displaying a sign at the Project site during and after construction, and using photographs and descriptions of the Project in City of Salisbury materials and press releases.
20. The City of Salisbury shall have the right to refuse and/or rescind the Tax Credits granted for the Project if the City believes the work is unsatisfactory, the construction of the Project is not being completed according to the approved Application or the executed HORIZON Agreement, or the increased assessed value of the real property following completion of Project construction does not meet the eligibility requirements.
21. If the property at which a Project approved for the Program is constructed (or planned for construction) changes ownership and becomes tax exempt during the term of the program, then 50% of the Tax Credits received prior to such change of ownership shall be reimbursed to the City of Salisbury within thirty (30) days from the date of settlement on the change of ownership. Reimbursement of Tax Credits received will be required, and, to the fullest extent permitted by law, shall be a lien on the property for which the Tax Credit was requested.

Tax Credit Schedule

1. The Tax Credits will be calculated on the increased assessed value of the real property after completion of the Project. The full amount of taxes shall be collected on the assessed value of the property prior to beginning the Project (including demolition of pre-existing improvements), or the assessed value of the real property without improvements, whichever will result in the higher tax to be paid. Taxes shall also be collected on the increased assessed value, described above, minus any applicable credit throughout the duration of the twenty (20) year term.
2. The Tax Credit may be combined with other local, state, and federal incentive programs. The Tax Credit will not supersede state or federal incentive programs and will be applied after those incentive programs have been applied to the real property tax bill.
3. Once a certificate of occupancy for the Project has been issued and the real property, at which the Project is constructed, has been appraised and its increased assessed value established, the Tax Credit will take effect during the next fiscal year tax billing cycle.
4. Tax Credit in each year will be that percentage set forth in the table below of the excess taxes due over and above the assessed value of the subject real property prior to commencing construction of the Project (including demolition of pre-existing improvements), or the assessed value of the real property without improvements, whichever will result in the higher tax to be paid. The Tax Credit schedule is as follows:

Tax Billing Year	Real Property Tax Credit
Years 1 to 5	100%
Years 6 to 10	80%
Years 11 to 15	60%
Years 16 to 20	40%

Tax Credit Process

- 1) Tax credits will be applied to City of Salisbury the annual real property tax bills issued for the property at which the Project is located. Remaining balances will be due as scheduled.
- 2) Properties must be current on all City, County, State, and Federal property and income taxes. All Tax Credits will be suspended unless and until the property's owners and tenants are current on all City, County and State property and income taxes.
- 3) Once initiated, the Tax Credit will run, in accordance with schedule set forth above, for the entire term of twenty (20) years unless the owner of the property becomes delinquent in paying the aforementioned taxes or fails to meet the eligibility requirements or general conditions of the Program.

Requirements for Application for HORIZON Tax Credit

1. Interested Applicants must meet with DID staff to review the Program and specifications for the Applicant's Project.
2. Applications are due **(i)** after preliminary site plan approval for the Project by DID and **(ii)** prior to issuance of grading/site permits for the Project.
3. One copy of the completed Application shall be submitted in paper form to DID and an electronic copy shall also be emailed to infdev@salisbury.md.
4. Portions of an Applicant's Application may be kept confidential by completing a Nondisclosure Agreement upon request and providing specific reasons for the request. Notwithstanding any term to the contrary set forth herein, Applicants expressly acknowledge and agree that any Maryland public information act requests may result in information marked "confidential" by the Applicant being disclosed by the City unless such information is prohibited from disclosure (or is permitted for non-disclosure) under Maryland's Public Information Act.
5. **IMPORTANT NOTE:** Applications for the Program must be received, reviewed and confirmed as complete by DID **PRIOR** to the issuance of a certificate of occupancy for the Project.
6. The Director of DID will issue an official Notice of Pre-Approval in the form of a Letter of Intent to be signed by the Applicant. Included with the Letter of Intent will be a preliminary summary of the Tax Credit for the Project and a proposed draft HORIZON Agreement for the Project. Applicants must agree to the negotiated terms within thirty (30) days of receipt of these documents.
7. Once the Letter of Intent has been signed, the Application, and recommendation will be forwarded to the Mayor for the Mayor's pre-approval.
8. Once the Mayor has pre-approved the Project for Program Tax Credit, a Resolution supporting the Tax Credit and proposed HORIZON Agreement for the Project will be presented at a City Council Work Session and subsequently (if approved) the Resolution will be sent to a City Council Legislative Session for City Council approval.
9. DID staff will finalize the HORIZON Agreement for Project, which must be executed by the Applicant within fifteen (15) days of the Applicant's receipt thereof. A HORIZON Agreement shall be valid for one (1) calendar year from the date the HORIZON Agreement is fully executed by the Applicant and the City of Salisbury. If construction of the Project is delayed or the schedule set forth in the HORIZON Agreement is not met, then the Applicants may request a one (1) year extension, and approval of such request shall be considered by the Mayor.
10. Applicants shall agree to adhere to the development schedules included in their Application, in the HORIZON Agreement, and (if applicable) any Land Disposition Agreements/Contracts approved by the City.

Exhibit 1
City of Salisbury Zoning Map

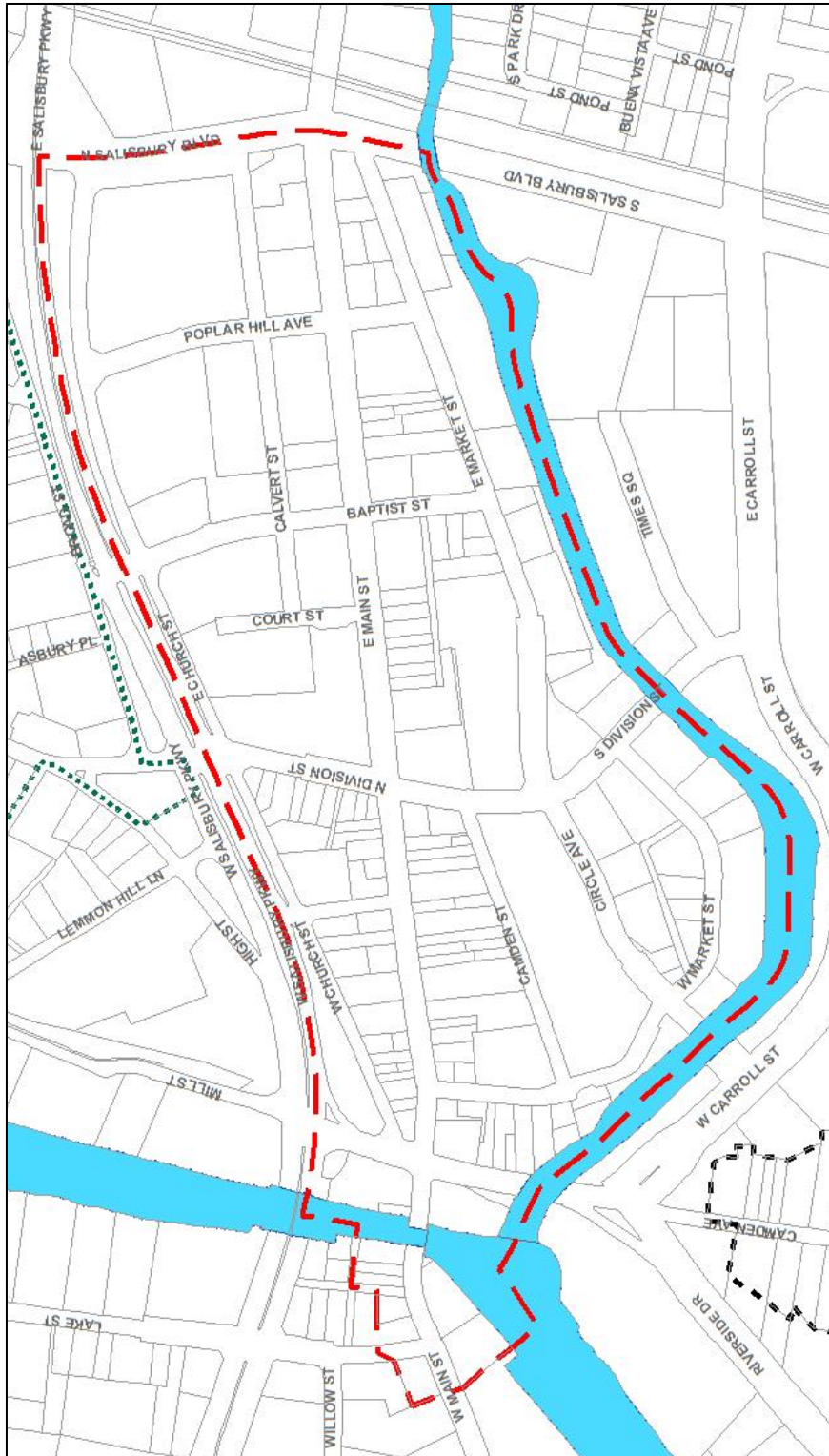
The legend includes the Central Business District and the Riverfront Redevelopment Districts.



Exhibit 2

Downtown Historic District

Salisbury's Downtown Historic District is denoted as the area within the red dashed-line boundaries. A complete copy of the City of Salisbury Historic District Guidelines are available online at <https://salisbury.md/boards-and-commissions/historic-district-commission> or by request.



City of Salisbury
HORIZON Program Application

General Information

Application Date: _____

Legal Name of Business:

Address of Property:

Legal Description of Property:

Name of Business Owner:

Address of Business Owner:

Business Owner Telephone #: _____

Business Owner E-mail address: _____

Name of Property Owner:

Address of Property Owner:

Property Owner Telephone #: _____

Property Owner E-mail address: _____

Property Assessment Overview

Current Assessed Value of the Real Property \$ _____

Current City of Salisbury Real Property Taxes \$ _____

Completed Project Appraised (Assessed) Value of the Property \$ _____

Project Narrative

1) Brief history of the site / building:

2) General description of the proposed project:

3) How does this project align with the HORIZON program goals?

4) Does this project conform to the City's adopted Downtown Master Plan? How does this project meet the goals of the Downtown Master Plan?

5) Use Mix: Type of Use / Percentages:

6) Property ownership structure:

7) Do you intend to “Phase” the project? If so, please provide phasing details.

8) Description of on- or off-site or associated additional projects, if applicable.

9) Description of public or tenant accessible amenities, if applicable.

Check any other incentives / programs that have been applied for.

- Enterprise Zone
- Rise Zone
- Comprehensive Connection Charge Waivers
- Revolving Loan Program
- Community Legacy Grant
- SD/SGIF Grant
- Other City/County/State/Federal Grant
- Other Tax incentives
- Energy use incentives
- Other Public investment

I, the Applicant, have read and understand the HORIZON Program guidelines, and I agree to abide by the general conditions as set forth in this application. I further understand that if I am awarded the real property tax credit, I will be required to enter into a HORIZON Program Agreement with the City of Salisbury.

Signature of Business Owner: _____

Printed Name: _____ Date: _____

Signature of Property Owner (if different from Business Owner):

Signature of Property Owner: _____

Printed Name: _____ Date: _____



To: Julia Glanz, City Administrator
From: Andy Kitrow, Deputy City Administrator
Subject: Updated HORIZON program
Date: June 28, 2021

Here is summary of the Hotel Or Residential Incentive Zone (HORIZON) program. State Legislation SB 794 and HB 1179 has made this program possible.

Program Goals

The primary goal of the program is to accelerate the construction or expansion of hotel or multifamily residential development in the Central Business Zoning District and Riverfront Redevelopment Zoning Districts (Exhibit 1) spurring economic activity in Downtown Salisbury. Additionally, the program aims to:

- Add new jobs to the Downtown workforce by providing spaces, culture and an environment that will be attractive to new companies and promote local growth.
- Attract private capital investments into the Central Business District and Riverfront Redevelopment Districts by funding large scale development projects that increase the assessed value of real property in Downtown by millions of dollars.

Program Eligibility

- The project location is within one or more of the following Zoning Districts: Central Business District and/or Riverfront Redevelopment Districts and constitutes new development, rehab or revitalization of an existing building or property
- The project must serve primarily as a multifamily residential development or a hotel as defined in the City’s annotated code.
- Upon completion, the project will increase the assessed value of the real property base value by at least \$10,000,000.00.

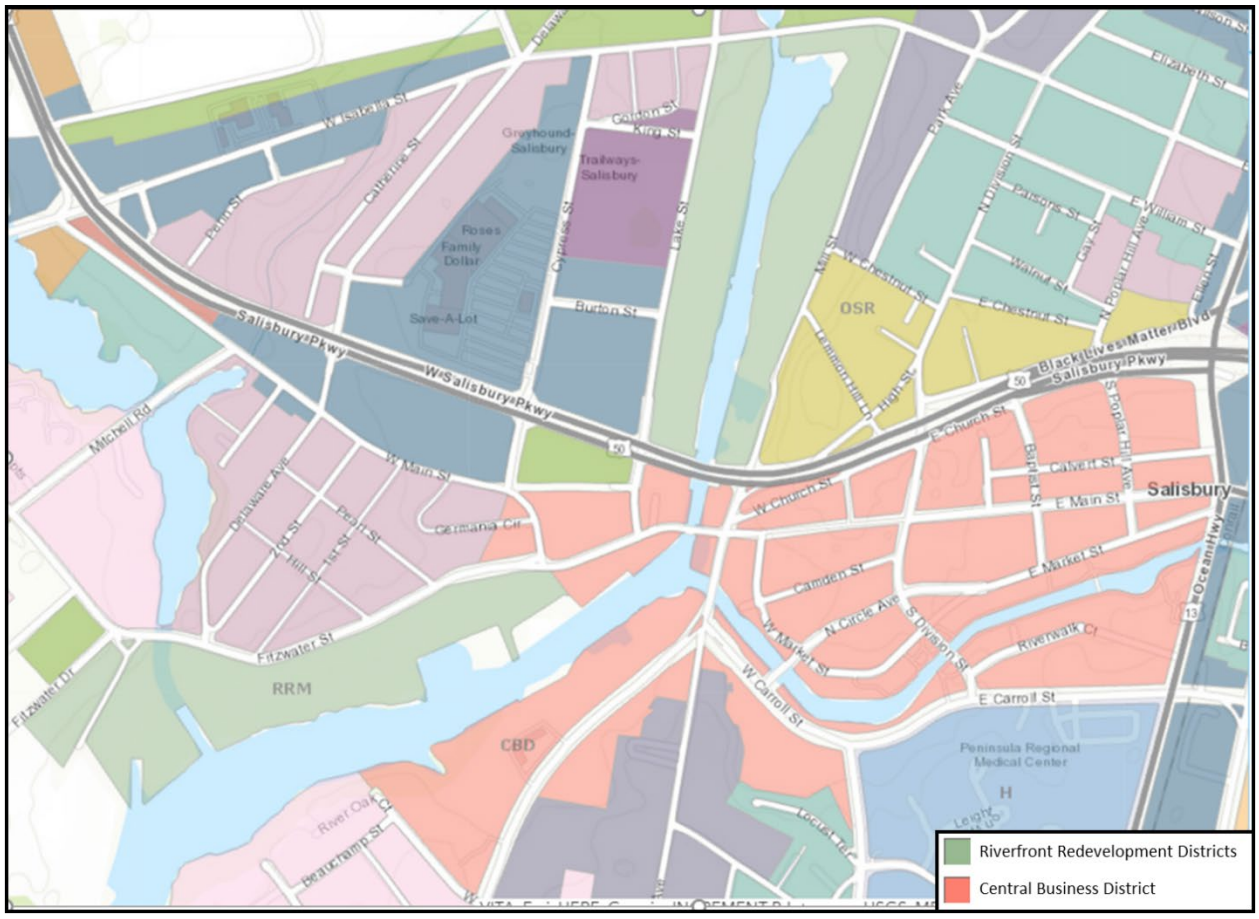
Tax Credit Schedule

- Twenty (20) year term as follows:

Tax Billing Year	Real Property Tax Credit
Years 1 to 5	100%
Years 6 to 10	80%
Years 11 to 15	60%
Years 16 to 20	40%



Exhibit 1





City of Salisbury

Memorandum

To: City Council

From: Derek Jarmon, Economic Development Manager, & Allen Swiger, ABCD Director

Subject: Ordinance to accept funds from the Maryland State Arts Council

Date: 8/29/2024

Attached is an Ordinance to accept funding from the Maryland State Arts Council Grant for Operations (GFO) program. The purpose of the GFO is to provide operating support to non-profit and tax-exempt organization, including some government organizations, to present ongoing arts programming that is open to the public.

This funding, in the amount of \$41,002.00, will be utilized to provide funding for the Maryland Folk Festival.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

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

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

41 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
42 of Salisbury held on the __ day of _____, 2024 and thereafter, a statement of the substance of
43 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council
44 of the City of Salisbury on the __ day of _____, 2024.

45 ATTEST:

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47 _____
48 Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

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52 Approved by me, this _____ day of _____, 2024.

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Randolph J. Taylor, Mayor

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**AS AMENDED
ORDINANCE NO. 2872**

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO SET FEES FOR FY 2025 AND THEREAFTER UNLESS AND UNTIL SUBSEQUENTLY REVISED OR CHANGED.

RECITALS

WHEREAS, the fees charged by the City are reviewed and then revised in accordance with the adoption of the Fiscal Year 2025 Budget of the City of Salisbury; and

WHEREAS, the fee amounts set forth in the “FY 2025 Fee Schedule” attached hereto and incorporated herein as Exhibit 1, identify and list all fee amounts to be charged and otherwise assessed by the City of Salisbury for the period of the Fiscal Year 2025, in accordance with the adoption of the Fiscal Year 2025 Budget of the City of Salisbury; and

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

Section 1. The fee amounts set forth in the FY 2025 Fee Schedule (the “**FY25 Fee Schedule**”) attached hereto as **Exhibit 1** and incorporated herein, as if fully set forth in this Section 1, are hereby adopted by the Council of the City of Salisbury; and, furthermore, the fee amounts set forth in the FY25 Fee Schedule shall supersede the corresponding fee amounts set forth in the City of Salisbury Municipal Code until one or more of such fee amounts are subsequently amended.

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

Section 2. 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.

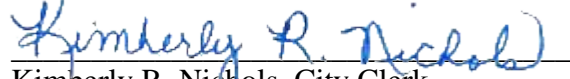
Section 4. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.

Section 5. This Ordinance shall become effective as of July 1, 2024.

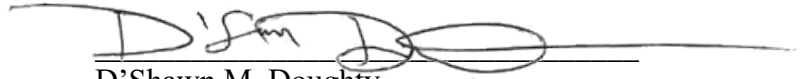
THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 13th day of May, 2024 and thereafter, a statement of the

substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 10th day of June, 2024.

ATTEST:




Kimberly R. Nichols, City Clerk



D'Shawn M. Doughty,
City Council President

APPROVED BY ME THIS 14 day of June, 2024.



Randolph Taylor, Mayor

FY 2025 Fee Schedule

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

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

Misc. Fees (by Finance)			
Return Check Fee	40		

MPIA Request Fees (by All Departments)			
First two hours processing request	Waived		
Work exceeding two hours, Departments will charge attorney hourly fee (if applicable) and hourly fee for department staff	\$165 *	Attorney Hourly Fee Varies by Department	

FY 2025 Fee Schedule

Misc. Fees (by City Clerk)

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

Landlord Licenses and Other Misc. fees (by the HCDD Department)

Landlord Licenses and Other Misc. fees (by the HCDD Department)		
Landlord License Fee 1st Year		Per Code 15.26.050
if paid within 60 days	120	
if paid by between 61-150 days	185	
if paid after 150 days	315	
Landlord License Unit Registration 1st Year		Per Code 15.26.040
if paid within 60 days	120	
if paid by between 61-150 days	185	
if paid after 150 days	315	
Landlord License Fee Renewal		Per Code 15.26.060
if paid by March 1st	75	
if paid 3/2 - 7/1	140	
if paid > 7/1	270	
Landlord License Unit Registration Renewal		Per Code 15.026.060
if paid by March 1st	75	per unit
if paid 3/2 - 7/1	140	For first unit plus \$88 \$140 for each additional unit
if paid > 7/1	270	For first unit plus \$96 \$270 for each additional unit
Short-Term Landlord License Fee 1st Year		Per Code (TBD)
if paid within 60 days	<u>120</u>	
if paid by between 61-150 days	<u>185</u>	
if paid after 150 days	<u>315</u>	
Short-Term Rental Unit Registration		Per Code (TBD)
if paid within 60 days	<u>250</u>	Per unit
if paid by between 61-150 days	<u>490</u>	Per Unit
if paid after 150 days	<u>970</u>	Per Unit
Short-Term Landlord License Fee Renewal		Per Code (TBD)
if paid by March 1st	<u>75</u>	
if paid 3/2 - 7/1	<u>140</u>	
if paid > 7/1	<u>270</u>	
Short-Term Rental Unit Renewal		Per Code (TBD)
if paid by March 1st	<u>250</u>	Per unit
if paid 3/2 - 7/1	<u>490</u>	Per Unit
if paid > 7/1	<u>970</u>	Per Unit

FY 2025 Fee Schedule

Administrative Fee for Fines	100	
	1,000	
Foreclosed Property Registration	200	One-time fee, Per Code 15.21.040
Re-inspection Fee	100	On each citation, Per Code 15.27.030
Appeal Procedure Fees (Enforced by HCDD)		
Title - 8 Health and Safety Code Appeal	200	Per appeal, plus advertising costs if required
Title - 12 Streets, Sidewalks and Public Places Code Appeal	200	Per appeal, plus advertising costs if required
Title - 15.22 Vacant Buildings Code Appeal	250	Per appeal, plus advertising costs if required
Title - 15.26 Rental Registration	250	Per appeal, plus advertising costs if required
Title - 15.27 Chronic Nuisance Property	250	Per appeal, plus advertising costs if required
Title - 15.24.280 Condemnation	250	Per appeal, plus advertising costs if required
Title - 15.24.325 Plan for Rehabilitation	250	Per appeal, plus advertising costs if required
Title - 15.24.350 Failure to Comply with Demolition Order	250	Per appeal, plus advertising costs if required
Title - 15.24.950 Occupancy	250	Per appeal, plus advertising costs if required
Title - 15.24.1640 Order to Reduce Occupancy	250	Per appeal, plus advertising costs if required
Title – 17 All requests for variances, special exceptions and other zoning appeals	150	Per appeal/application, plus advertising costs if required
All other appeals/applications to the Board of Appeals	150	Per appeal/application, plus advertising costs if required

FY 2025 Fee Schedule

Residential Vacant Building Registration	\$200	Per year, Per Code 15.22.040
Residential Vacant Building Annual Inspection Fee	\$100	Per year, after first fiscal year – Per Code 15.22.040
Residential Vacant Building Annual Fee	Variable, see chart below \$200	
<p>Number of Years Vacant _____ Annual Fee</p> <p>1 year _____ 200</p> <p>2 years: _____ 500</p> <p>3-4 years: _____ 750</p> <p>5-9 years: _____ 1,000</p> <p>10 years: _____ 1,500</p> <p>More than 10 years vacant: _____ 2,000, plus \$500 for _____ every year the property remains vacant</p>		
Nonresidential Vacant Building and Non-residential Vacant Lot Registration	\$500	
Nonresidential Vacant Building Annual Inspection Fee	\$150	Per year, after first fiscal year – Per Code 15.22.040
Nonresidential Vacant Building Annual Fee	Variable, See Chart Below \$500	Per year, Per Code 15.22.040
<p>Assessed Value between _____ Annual Fee</p> <p>\$0 – \$500,000 _____ \$500</p> <p>\$500,001 – \$5,000,000 _____ \$2,000</p> <p>\$5,000,001 and over _____ \$5,000</p>		
Nonresidential Vacant Lot Annual Fee	\$0.10 per sqft, or \$500, whichever is greater	

Community Center Rental Fee		
Truitt Community Center – Gymnasium	35	Per hour
Truitt Community Center – Multi-purpose Field	10	Per hour
Newton Community Center – Whole Building	40	Per hour

FY 2025 Fee Schedule

Newton Community Center – Community Room	20	Per hour
Newton Community Center – Kitchen	20	Per hour
Newton Community Center – Resource Office	15	Per hour
Community Center – Supplies, per Item	Vary	Each
Community Center – Equipment, per Item	Vary	Each
Newton Community Center Room 1	<u>10</u>	Per Hour
Newton Community Center Room 2	<u>10</u>	Per Hour

Misc. Fees (by Field Operations)

Outdoor Rental Space – Small Family Functions, up to 20 people		
Park Pavilion	25	Per day w/o RR
Outdoor Rental Space – Large Private Function or Public Events		
Park Pavilion (without restrooms)	<u>75</u>	Per Day W/O RR
Park Pavilion (with restrooms)	75 -100	Per Day W RR
Rotary/Bandstand, Doverdale, Lake Street	100	Per Day W RR
Amphitheater or Riverwalk Games Park	175	Per day
Amphitheater Hourly Rental or Riverwalk Games Park	25	Per hour weekend (max 2 hour block), as is
Amphitheater Hourly Rental or Riverwalk Games Park	10	Per hour weekday (max 2 hour block), as is
Park Pavilion (no restrooms): Jeanette P. Chipman Boundless, Kiwanis, Marina Riverwalk, Market Street, Newton-Camden Tot Lot, Waterside	50	Per day
Streets /Parking Lots	100	Per day
Additional Street/Parking Lot	<u>50</u>	Per day
5K Race	150	Per day
City park, designated park area or amenity not listed	50	Per day
Ball field/ Basketball Court / Tennis Court	10 and 40 w/lights	Per hour
Personnel		
Site Supervisor Suggest \$25.00/ Site Coordinator	25 30	Per hour
Maintenance Labor	25	Per hour
Security/Police/EMS/FIRE (per person)	60	Per hour. 3 hours minimum or \$180
Supplies & Equipment		
Maintenance Supplies (as required)	Vary	
Sports Equipment	Vary	
Additional Trash Cans - Events with over 200 people require additional trashcans, recycle or compost bin and a recycling plan.	5 10	Per Container
Barrier Fence (Snow Fence)	1	Per Linear Foot
Traffic Control Devices		
Hard Stop Dump truck/other	50 100	Per day
Digital Msg. Board	50 100	Per day
Street Barricades	10	Each per day
Cones	1	Each per day
Traffic Control Sign	10	Each per day
Jersey Barrier	600	Minimum 4, delivery, set up and remove

FY 2025 Fee Schedule

Ceremonial Street Renaming		
Ceremonial Street Renaming – Materials & Labor Fee	250	

Waste Disposal Fees (by Field Operations)		
Trash Service	69 71 73	Per quarter, Per Code 8.16.090
Bulk Trash Pick up	30	For three items, additional amounts for specific items, Per Code 8.16.060
Trash Cans	80	Per can (plus \$4.80 tax), Per Code 8.16.060

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

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

Towing Fees		
Maximum Towing and Storage Fees (vehicles up to 10,000 GVW)		
<u>Police Directed Accident Tow</u>	<u>425</u>	
Disabled Vehicle Tow	100 135	
Emergency Relocation Tow (up to 2 Miles)	80 100	Per Code 5.64.100
Impound Vehicle Tow	135	
Standby/Waiting Time - Billed in 15 minute increments only after 16 minute wait	75	Per hour

FY 2025 Fee Schedule

Winching (<u>Applies to vehicles that requires righting, or lifting, or returning to roadway from more than 20 feet off of roadway</u> Does not include pulling vehicle onto rollback type truck) - Billed in 15 minute increments	110	Per hour
Storage – Beginning at 12:01 am following the tow (<u>includes vehicles stored at a facility under the control of and billed by The City of Salisbury</u>)	50	Per calendar day or portion thereof, Per Code 5.64.120
Administrative Fee – Impounds Only	50	
Snow Emergency Plan in Effect (in addition to other applicable towing fees)	50	
Release Fee (After hours only, at tower’s discretion) – Normal business hours defined as M-F, 9am-6pm	55	

Building Fees (by the Department of Infrastructure and Development)

Building Fees (by the Department of Infrastructure and Development)		
Building Plan Review Fees (Per Code 15.04.030)		Residential, Commercial, Accessory
<i>Fees based on cost of construction:</i>		
Up to \$ 3,000	50	
\$3,001 to \$100,000	90	
\$100,001 to \$500,000	250	
\$500,001 to \$1,000,000	300	
\$1,000,001 and Up	375	
Building Permit Fees (Per Code 15.04.030)		Residential, Commercial, Accessory, Fence
<i>Fees based on cost of construction:</i>		
Up to \$ 3000	50	
\$3001 and Up	60	Plus (.0175 * Cost of Construction)
\$100,001 to \$500,000	1,300	Plus (\$10 for each \$1,000 over \$100,000)
\$500,001 to \$1,000,000	4,900	Plus (\$9 for each \$1,000 over \$500,000)
\$1,000,001 and Up	8,500	Plus (\$7 for each \$1,000 over \$1,000,000)
Outdoor Advertising Structure Fee (Per Code 17.216.240)	.50	Per SF foot of sign surface per year
Other Building Fees:		
Historic District Commission Application	150	
Board of Zoning Appeals	150	Plus advertising costs
Demo - Residential	125	Per Code 15.04.030
Demo - Commercial	175	Per Code 15.04.030
Gas	30	Plus \$10 per fixture, Per Code 15.04.030b
Grading	200	Per Code 15.20.050
Maryland Home Builders Fund	50	Per new SFD
Mechanical	50	Per Code 15.04.030
Occupancy Inspection	75	Per Code 15.04.030
Plumbing	30	\$10 per fixture (may vary), Per Code 15.04.030b
Sidewalk Sign		Set by resolution, Per Code 12.40.020
Sidewalk Café Fee	50	Set by ordinance 2106, Per Code 12.36.020
Sign	50	Plus (\$1.50 per Sq Ft), Per Code 17.216.238
Temp Sign	25	Per month, Per Code 17.216.238
Temp Trailer	25	Per month, Per Code 15.36.030b
Tent	40	Per Code 15.04.030
Well	50	Per Code 13.20.020
Zoning Authorization Letter	50	Per Code 17.12.040
Re-inspection Fee	50	More than 2 insp of any required insp, Per Code 15.04.030

FY 2025 Fee Schedule

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

FY 2025 Fee Schedule

License to Encumber Program - Small Wireless Facilities		Ordinance No. 2580
Application	500	For up to five (5) small wireless facilities
Application – additional facilities	100	For each additional small wireless facility addressed in the application beyond five
Access to the Right of Way fee	1,000	Per each new small wireless facility pole
Annual fee for access to the Right of Way	270	Per year per small wireless facility after year 1
Storm Water Utility (2306)		
Fee to maintain City storm water facilities	30	Per year per Equivalent Residential Unit
Stormwater Utility Credit Application (2306)		
Fee to apply for credit to Stormwater Utility	150	Per application
Street Break Permit (Per Code 12.12.020)		
Permit for breaking City public streets and way	50	Per break location
Install new or replace existing sidewalk, residential	50	
Install new or replace existing sidewalk, commercial	100	
Install new driveway, residential	150	
Install new driveway, commercial	300	
Excavate street or sidewalk to conduct maintenance of underground facilities	150	\$50 per additional “break” in project area
Excavate street or sidewalk to replace existing utility pole	250	\$100 per additional pole replaced in project area
Excavate street or sidewalk to replace or remove utility pole permanently	Waived	
Obstruction Permit (Per Code 12.12.020)		
Permit for obstructing City public streets and ways	50	Per location
Dumpster – residential, obstruction permit	50	Renewal fee of \$25 after 30 days
Dumpster – commercial, obstruction permit	100	Renewal fee of \$50 after 30 days
Sidewalk closure	50	\$5 per day over 30 days
Lane closure (including bike lane)	100	\$10 per day over 30 days
Street closure	250	\$25 per day over 30 days
Street closure for Block Party or Community Event	Waived	Fee under Outdoor Rental Space Public Events - Streets
Water and Sewer Connection Fee (Per Code 13.02.070)		
Comprehensive Connection Charge of Connection fee for the Developer’s share in the equity of the existing utility system-	3,710	Per Equivalent Dwelling Unit (water \$1,925, sewer \$1,785)
Water and Sewer Infrastructure Reimbursement Fee (Per Code 13.02.070)		
Comprehensive Connection Charge for Infrastructure Reimbursement Fees is based on actual costs of water and sewer infrastructure installed by a Developer.	*	* Fee amount is project dependent. Infrastructure Reimbursement Fee is the prorated share of the cost of the water and sewer mains based on this project’s percentage of the capacity of the proposed infrastructure project.
Infrastructure Reimbursement Administrative Fee (Per Code 13.02.090)		
Administrative fee assessed on Infrastructure Reimbursement Fee for processing	*	0.1 percent of the Infrastructure Reimbursement Fee

FY 2025 Fee Schedule

Development Plan Review Fee (1536)		
Development plans may consist of but not limited to the following: Stormwater Management, Grading, Landscaping, Lighting, Site Layout, Traffic Control, and Utilities.		
Fee for review of development plans	\$1,000-\$2,000	Plus \$50 per disturbed acre. Subsequent submittals, which generate additional comments, may be charged an additional \$500-\$1,000
<u>3rd Party Review Fee (Outsource)</u>	<u>\$160/hr</u>	<u>Subsequent submittals, which generate additional comments, may be charged an additional \$160/hr.</u>
Fee for review of development plans exempt from stormwater management under 13.28.040.B.3 of the code	400	
Water and Sewer Inspection Fee (R 1341)		
Fee for inspection of public water and sewer improvements		7.5 % of the approved cost estimate for construction of proposed public water and sewer improvements
Public Works Agreement recording fee		
Recording fee for Public Works Agreements		
For 9 pages or less	*	Per Circuit Court Fee Schedule
For 10 pages or more	*	Per Circuit Court Fee Schedule
Stormwater Management As-Built recording fee		
Recording fee for Stormwater Management As-Built.	*	Per Circuit Court Fee Schedule
Subdivision review fee (1536)		
Fee for Subdivision review	200.00	
Resubdivision review fee (1536)		
Fee for Resubdivision reviews	200.00	
Administrative Fee for Connection Fee payment Plans (R 2029)		
Administrative Fee for Connection Fee payment Plans	25.00	
Maps and Copying Fees		
City Street Map	5.00	Ea
Street Map Index	1.00	Ea
Property Maps	3.00	Ea
Sanitary Sewer Utility Maps (400 Scale)	3.00	Ea
Storm Water Utility Maps (400 Scale)	3.00	Ea
Water Main Utility Maps (400 Scale)	3.00	Ea
Sanitary Sewer Contract Drawings	1.00	Ea
Storm Water Contract Drawings	1.00	Ea
Water Main Contract Drawings	1	Ea
Black and White Photocopying (Small Format)	.25	Sq. ft
Black and White Photocopying (Large Format)	.50	Sq. ft
Color Photocopying (Small Format) \$1/sq.ft.	1	Sq. ft
Color Photocopying (Large Format) \$2/sq.ft.	2	Sq. ft

FY 2025 Fee Schedule

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

EMS Services

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

Water Works

Water Works		
Temporary connection to fire hydrant (Per Code 13.08.120)		
Providing temporary meter on a fire hydrant for use of City water	64.50	Per linear foot based on the area of the property and is the square root of the lot area, in square feet
In City	40.00	Plus charge for water used per current In City rate, \$10 minimum
Out of City	50.00	Plus charge for water used per current Out of City rate, \$10 minimum
Hydrant flow test (Per Code 13.08.030)		
To perform hydrant flow tests		
In City	125.00	Per request
Out of City	160.00	Per request
Fire flush and Fire pump test (Per Code 13.08.030)		
To perform hydrant flow tests To perform meter tests on ¾" and 1" meters.		

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In City	125.00	Per request
Out of City	160.00	Per request
Meter tests (Per Code 13.08.030)		
To perform meter tests on ¾" and 1" meters.		
In City	40.00	Per request
Out of City	50.00	Per request
Water Meter/Tap Fee and Sewer Connection Fee (Per Code 13.02.070)		
Water Meter/Tap Fee and Sewer Connection Fee if water and sewer services are installed by City forces.	*	The tap and connection fee amount is the actual cost of SPW labor and materials or per this schedule.
Water Tapping Fees - In City:		
¾ Water Meter	3,850	Per Connection
1" Water Meter	4,160	Per Connection
1 ½" Water Meter T-10 Meter	5,810	Per Connection
2" Water Meter - T-10 Meter	6,200	Per Connection
2" Water Meter - Tru Flo	7,320	Per Connection
Water Tapping Fees - Out of City		
¾ Water Meter	4,810	Per Connection
1" Water Meter	5,200	Per Connection
1 ½" Water Meter T-10 Meter	7,265	Per Connection
2" Water Meter - T-10 Meter	7,750	Per Connection
2" Water Meter - Tru Flo	9,155	Per Connection
Sanitary Sewer Tapping Fees - In City:		
6" Sewer Tap	3,320	Per Connection
8" Sewer Tap	3,380	Per Connection
6" or 8" Location & Drawing Fee	45	Per Connection
Sanitary Sewer Tapping Fees – Out of City		
6" Sewer Tap	4,150	Per Connection
8" Sewer Tap	4,225	Per Connection
6" or 8" Location & Drawing Fee	60	Per Connection
Water Meter and Setting Fee (Per Code 13.02.070)		
Water meter setting fee for installation of water meter when tap is done by a contractor. Water meter fee is the cost of the meter.		
Meter Setting Fees - In City:		
¾ Water Meter	125	Per Connection
1" Water Meter	125	Per Connection
1 ½" Water Meter	150	Per Connection
2" Water Meter	150	Per Connection
<u>Larger than 2"</u>	1,000	Per Connection
Meter Setting Fees - Out of City		
¾ Water Meter	175	Per Connection
1" Water Meter	175	Per Connection
1 ½" Water Meter	200	Per Connection
2" Water Meter	200	Per Connection
Larger than 2"	1,250	Per Connection
Meter Fees		
¾ Water Meter	400	
1" Water Meter	500	
1 ½" Water Meter	*	Determined by current market price of the meter

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2" Water Meter	1,200	
Larger than 2"	*	Determined by current market price of the meter

Parking Violations, False Alarms, Infractions, Scofflaw, MPIA Fees (by the Police & Fire Departments)			
Animal Control	50-100		Police Department
MPIA Request Fees			Police Department
First two hours processing request	Waived		
Work exceeding two hours, SPD will charge attorney hourly fee and hourly fee for Records Tech	75 165 30 40	Attorney hourly fee Records Tech Departmental Employee hourly fee	
Black and white copy of paper document and photographs	0.25	Per copy	
DVD Digital medium production	15.00	Per DVD unit produced	
False Police Alarms (Per Code 8.040.050)			Police Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 rd incident	50		
4 th incident	90		
Greater than 4 each incident	130		
False Fire Alarms (Per Code 8.040.050)			Fire Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 rd incident	45		
4 th incident	90		
Greater than 4 each incident	135		
Scofflaw			Police Department
Tow	135		
Storage	50		
Administrative Fee	35		
Business Administrative Fee	30		

Parking Permits and Fees

	UOM	1-Jul-24 Rate	1-Jul-24 Non-Profit Rate
Parking Permits (Per Code 10.04.010)			
Lot #1 - lower lot by library	Monthly	55.00	41.25
Lot #4 - behind City Center	Monthly	55.00	41.25
Lot #5 - Market St. & Rt. 13	Monthly	50.00 55.00	37.50 41.25
Lot #7 & 13 - off Garrettson Pl.	Monthly	25.00 30.00	18.75 22.50
Lot #9 - behind GOB	Monthly	55.00	41.25
Lot #10 - near State bldg/SAO	Monthly	55.00	41.25
Lot #11 - behind library	Monthly	50.00 55.00	37.50 41.25
Lot #12 - beside Market St. Inn	Monthly	50.00 55.00	37.50 41.25
Lot #15 - across from NAI Coastal	Monthly	55.00	41.25
Lot #16 - by Avery Hall	Monthly	55.00	41.25

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Lot #30 - by drawbridge	Monthly	30.00	22.50
Lot #33 - east of Brew River	Monthly	30.00	22.50
Lot #35 - west of Brew River	Monthly	30.00	22.50
Lot SPS - St. Peters St.	Monthly	55.00	41.25
E. Church St.	Monthly	55.00	41.25
W. Church St.	Monthly	55.00	41.25
Parking Garage	Monthly	70.00 75.00	52.50 56.25
Student Housing Bulk Permits (30 or more)		35.00	
Transient Parking Options			
Parking Garage	Hourly	2.00	
Parking Meters Pay Stations	Hourly	2.00	
Pay Stations			
For hours 1-2	Hourly	2.00	
For hour 3 with a 3 hour Maximum Parking Limit	Hourly	3.00	
Miscellaneous Charges (Per Code 10.04.010)			
Replacement Parking Permit Hang Tags	Per Hang Tag	5.00	
Parking Permit Late Payment Fee (+15 days +5 days)	Per Occurrence	5.00	
New Parking Garage Access Card	Per Card	10.00	
Replacement Parking Garage Access Card	Per Card	10.00	

Fire Prevention Fees (by the Fire Department)

Plan review and Use & Occupancy Inspection			
<u>Basic Fee</u> – For all multi-family residential, commercial, industrial, and institutional occupancies. Including, but not limited to, new construction, tenant fit-out, remodeling, change in use and occupancy, and/or any other activity deemed appropriate by the City of Salisbury Department of Infrastructure and Development.		60% of the building permit fee; \$75 \$125 minimum (Not included – plan review and related inspection of specialized fire protection equipment as listed in the following sections) <u>A 10% (\$75 minimum, \$250 maximum) deposit is due at the time of submittal. The balance is due prior to issuing the Building Permit.</u>	
<u>Expedited Fees</u> – If the requesting party wants the plan review and inspection to be expedited, to be done within three business days		20 25% of the basic fee; \$500 300 minimum (This is in addition to the basic fee)	
<u>After – Hours Inspection Fees.</u> If the requesting party wants an after-city-business-hours inspection.	\$100 125	Per hour/per inspector; 2 hours minimum	
Site/Development Plan Review Fee			
The review of site plans for all new commercial and industrial projects or new commercial, residential, or industrial developments. To ensure compliance with the Fire Prevention Code.	\$100 275	Per submittal	
Fire Protection Permit Fees			
Fire Alarm & Detection Systems – Includes plan review and inspection of wiring, controls, alarm and detection equipment and related appurtenances needed to provide a complete system and the witnessing of one final acceptance test per system of the completed installation.			
• Fire Alarm System	\$100	Per system	
• Fire Alarm Control Panel	\$75	Per panel	
• Alarm Initiating Device	\$1.50	Per device	
• Alarm Notification Device	\$1.50	Per device	
• Fire Alarm Counter Permit	\$75	For additions and alterations to existing systems involving 4 or less notification/initiating devices.	
Sprinkler, Water Spray and Combined Sprinkler & Standpipe Systems – Includes review of shop drawings, system inspection and witnessing of one hydrostatic test, and one final acceptance test per floor or system.			
• NFPA 13 & 13R	\$1.50	Per sprinkler head; 150 minimum	
• NFPA 13D	100 125	Per Dwelling	

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

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Flammable and Combustible Liquid Storage Tanks – This includes review and one inspection of the tank and associated hardware, including dispensing equipment. Tanks used to provide fuel or heat or other utility services to a building are exempt.	\$.01	Per gallon of the maximum tank capacity; 100 150 minimum
Emergency Generators – Emergency generators that are a part of the fire/life safety system of a building or structure. Includes the review of the proposed use of the generator, fuel supply and witnessing one performance evaluation test.	\$100 150	
Permit Reinspection and Retest Fees		
• 1 st Reinspection and Retest Fees	\$75	
• 2 nd Reinspection and Retest Fees	\$150	
• 3 rd and Subsequent Reinspection and Retest Fees	\$200	
Fire Pump or Hydrant Flow Test – to perform any hydrant or fire pump flow test utilizing City water.		
In-City Fee	\$125	
Out-of-City Fee	\$160	
Fire Service Water Mains and their Appurtenances – The fee includes the plan review and witnessing one hydrostatic test and one flush of private fire service mains and their appurtenance installed in accordance with NFPA 24: Standard for the Installation of Private Fire Service Mains and Their Appurtenances	\$100	per 100 linear feet or portion thereof; plus \$50 per hydrant; \$150 minimum
Consultation Fees – Fees for consultation technical assistance.	\$75	Per hour
Fire-safety Inspections. The following fees are not intended to be applied to inspections conducted in response to a specific complaint of an alleged Fire Code violation by an individual or governmental agency		
Assembly Occupancies (including outdoor festivals):		
• Class A (>1000 persons)	\$300 350	
• Class B (301 – 1000 persons)	\$200 235	
• Class C (51 – 300 persons)	\$100 125	
• Fairgrounds (<= 9 buildings)	\$200 250	
• Fairgrounds (>= 10 buildings)	\$400 450	
• Recalculation of Occupant Load	\$75 100	
• Replacement or duplicate Certificate	\$25	
Education Occupancies:		
• Elementary School (includes kindergarten and Pre-K)	\$100	
• Middle, Junior, and Senior High Schools	\$150	
• Family and Group Day-Care Homes	\$75	
• Nursery or Day-Care Centers	\$100	
Health Care Occupancies:		
• Ambulatory Health Care Centers	\$150 175	Per 3,000 sq.ft. or portion thereof
• Hospitals, Nursing Homes, Limited-Care Facilities, Domiciliary Care Homes	\$100 150	Per building; plus \$2.00/patient bed
• Detention and Correctional Occupancies	\$100 150	Per building; plus \$2.00/bed
Residential:		
• Hotels and Motels	\$75 100	Per building; plus \$2.00/guest room
• Dormitories	\$2	Per bed; \$75 100 minimum
• Apartments	\$2 150	Per apartment building; plus \$2.00 per dwelling unit; \$75 200 minimum
• Lodging or Rooming House	\$75 125	Plus \$2.00/bed
• Board and Care Home	\$100 125	Per building; plus \$2.00/bed
Mercantile Occupancies:		

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• Class A (> 30,000 sq.ft.)	\$200 250	
• Class B (3,000 sq.ft. – 30,000 sq.ft.)	\$100 150	
• Class C (< 3,000 sq.ft.)	\$75 100	
Business Occupancies	\$75 100	Per 3,000 sq.ft. or portion thereof
Industrial or Storage Occupancies:		
• Low or Ordinary Hazard	\$75 100	Per 5,000 square feet or portion thereof
• High-Hazard	\$100 175	Per 5,000 square feet or portion thereof
Common Areas of Multitenant Occupancies (i.e., shopping centers, high-rises, etc.)	\$45 55	Per 10,000 sq.ft. or portion thereof
Outside Storage of Combustible Materials (scrap tires, tree stumps, lumber, etc.)	\$100 150	Per acre or portion thereof
Outside Storage of Flammable or Combustible Liquids (drums, tanks, etc.)	\$100 150	Per 5,000 sq.ft. or portion thereof
Marinas and Piers	\$100 150	Per facility; plus \$1.00/slip
Mobile Vendor	\$35 55	Plus \$.56/mile for inspections outside of the City of Salisbury
Sidewalk Café	\$35 55	If not part of an occupancy inspection
Unclassified Inspection	\$75 100	Per hour or portion thereof
<u>Fire Safety</u> Reinspection: If more than one reinspection is required to assure that a previously identified Fire Code violation is corrected		
• 2 nd Reinspection	\$100 125	
• 3 rd Reinspection	\$250 200	
• 4 th and Subsequent	\$500 275	
Fire Protection Water Supply Fees		
Witnessing Fire Main Flush	\$75	
Witness Underground Water Main Hydrostatic Tests	\$75	
Fireworks Permit		
Firework Display - Includes plan review and associated inspections for any firework display.	\$250 450	
Sale of Consumer Fireworks		
Stand-alone tent, stand or other commercial space predominately utilized for the sale of consumer fireworks	\$250	
Other commercial space predominately utilized for the sale of goods other than consumer fireworks	\$125	
Fire Report Fees		
Third Party Fire Protection Report Processing Fee	\$25	Per submittal – Collected by the third-party data collection agency/company
<u>Operational Fire Report</u>	<u>\$25</u>	<u>To provide hard or electronic copies of operational fire reports</u>