



## CITY OF SALISBURY

115 S. Division Street, Salisbury, MD, 21801

### LEGISLATIVE SESSION

Government Office Building

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

Monday, January 13, 2025

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D'SHAWN M. DOUGHTY  
Council President

ANGELA M. BLAKE  
Council Vice President

APRIL R. JACKSON  
Councilwoman

MICHELE R. GREGORY  
Councilwoman

SHARON C. DASHIELL  
Councilwoman

## CALL TO ORDER

## PRESENTATION AND ADOPTION OF THE LEGISLATIVE AGENDA

### CONSENT AGENDA – City Clerk Julie English

- **Resolution No. 3374** – to appoint Jennifer Berkman to the Human Rights Advisory Committee for term ending January 2027

### RESOLUTIONS – City Administrator Andy Kitzrow

- **Resolution No. 3375** – 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 the “City of Salisbury Wastewater Treatment Plant Annexation”
- **Resolution No. 3376** – a plan 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 the “City of Salisbury Wastewater Treatment Plant Annexation”
- **Resolution No. 3377** – amending the Salisbury City Council Regulations and Rules of Order

## PUBLIC HEARINGS

- **Ordinance No. 2908** – 2<sup>nd</sup> reading – amending Section 17.150.050A.7 of the Salisbury City Code to delete the word “townhouses” from the category of uses permitted in Parcel H of Planned Residential District No. 7 (The Villages at Aydelotte Farm), and increase the density to 6.0 units per acre
- **Ordinance No. 2909** – 2<sup>nd</sup> reading – amending Section 17.24.040 to increase the inherent density permitted for the development and redevelopment of property located in the Central Business Zoning District

## ORDINANCES – City Attorney Ashley Bosché

- **Ordinance No. 2907** – 2<sup>nd</sup> reading – approving a budget amendment of the FY2025 General Fund Budget to appropriate funds to the Salisbury Fire Department’s operating account
- **Ordinance No. 2910** – 1<sup>st</sup> reading – approving a budget amendment of the FY2025 General Fund Budget and the FY2024 Water Sewer Fund Budget to appropriate funds required for Field Operations

- **Ordinance No. 2911** – 1<sup>st</sup> reading – authorizing the Mayor to enter into a contract with the Maryland Institute for Emergency Medical Services Systems for the purpose of accepting grant funds in the amount of \$4,000.00, and to approve a budget amendment to the grant fund to appropriate these funds for the Salisbury Fire Department
- **Ordinance No. 2912** – 1<sup>st</sup> reading – authorizing the Mayor to enter into a contract with the State of Maryland for the purpose of accepting grant funds in the amount of \$542,000.00, and to approve a budget amendment to the grant fund to appropriate funds for the Salisbury Fire Department
- **Ordinance No. 2913** – 1<sup>st</sup> reading – authorizing the Mayor to enter into a contract with the Rural Maryland Council for the purpose of accepting grant funds in the amount of \$13,791, and to approve a budget amendment to the grant fund to appropriate these funds for the Salisbury Fire Department
- **Ordinance No. 2914** – 1<sup>st</sup> reading – approving a budget amendment of the City’s FY2025 Budget, accepting a donation from Draper Holdings Charitable Foundation for the Santa Workshop Program
- **Ordinance No. 2915** – 1<sup>st</sup> reading – to accept grant funds from the U.S. Department of Justice Office of Justice Programs in the amount of \$2,998.00 under the FFY2023 Edward Byrne Memorial Justice Assistance Grant Program

PUBLIC COMMENTS

ADMINISTRATION COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

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.
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*Posted 01/10/25*



# City of Salisbury

## **MEMORANDUM**

**TO:** Mayor Randy Taylor

**FROM:** Jessie Turner

**SUBJECT:** Appointment

**DATE:** January 10, 2025

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

<u>Name</u>	<u>Term Ending</u>
Jennifer Berkman	January 2027

Attached is the applicant's information and the resolution necessary for this appointment.

Attachments

1 **RESOLUTION NO. 3374**

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

6  
7 Name Term Ending  
8 Jennifer Berkman January 2027  
9

10  
11  
12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
13 Council of the City of Salisbury, Maryland held on January 13, 2025.

14  
15 ATTEST:

16  
17  
18 \_\_\_\_\_  
19 Julie A. English  
20 CITY CLERK

\_\_\_\_\_

D'Shawn M. Doughty  
PRESIDENT, City Council

21  
22  
23 APPROVED BY ME THIS

24  
25 \_\_\_\_\_ day of \_\_\_\_\_, 2025

26  
27  
28 \_\_\_\_\_  
29 Randolph J. Taylor, Mayor





# City of Salisbury

To: Andy Kitzrow, City Administrator  
From: Amanda Rodriguez, City Planner *AR*  
Date: December 26, 2024  
Re: Wastewater Treatment Plant Expansion- Annexation

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Attached is the above referenced annexation package for City Council consideration. The property, currently owned by the City of Salisbury, is contiguous with the existing wastewater treatment plant and is located southeast of Pemberton Drive. The requested annexation area totals 5.96 acres, and is currently mostly unimproved, with the exception of 2 storage sheds. The site currently serves as a storage and staging area for the City Wastewater Treatment Plant. The City intends to continue the same use of this property.

The property is to be zoned Industrial upon annexation per a recommendation from the Planning and Zoning Commission made in September 2024, 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 associated attachments to the City Council for their consideration.

Attachments:

Annexation Agreement Resolution  
Annexation Plan Resolution  
Annexation Plan  
Annexation Agreement  
Petition for Annexation  
Property Description  
Annexation Plat

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**RESOLUTION NO. 3375**

**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 the “**City of Salisbury Wastewater Treatment Plant Annexation,**” beginning for the same at a point being South forty-four degrees forty-one minutes zero seconds East (S 44° 41’ 00” E) a distance of nine hundred eighty-seven decimal one, nine (987.19) feet from an existing corner of the Corporate Limits Line (X 1,192,928.66 Y 194,611.10) located along the southeasterly line of Pemberton Drive near the northwesterly corner of lands of the City of Salisbury – Waste Water Treatment Plant Baseball Fields line of Parsons Road. X 1,193,622.84 Y 193,909.20; thence continuing with the line of the said existing Corporate Limits South forty-four degrees forty-one minutes zero seconds East (S 44° 41’ 00” E) one thousand two hundred twenty decimal three, five (1220.35) feet to a point X 1,194,480.98 Y 193,041.53; thence continuing with the line of the said existing Corporate Limits South fifty-two degrees seventeen minutes zero seconds West (S 52° 17’ 00” W) two hundred seventeen decimal seven, three (217.73) feet to a point at the southeasterly corner of the lands of Value Enterprises, LLC, being “Parcel 1” of “Harbor Pointe” subdivision X 1,194,308.75 Y 192,908.33; thence by and with the easterly line of the said Value Enterprises, LLC, lands North forty-four degrees thirty-seven minutes zero seconds West (N 44° 37’ 00” W) five hundred ninety-three decimal six, four (593.64) feet to a point at the southeasterly corner of the lands of the USDA Farm Service Agency X 1,193,891.80 Y 193,330.90; thence by and with said USDA Farm Service Agency lands North forty-four degrees twenty-seven minutes forty-seven seconds West (N 44° 27’ 47” W) six hundred one decimal six, zero (601.60) feet to a point X 1,193,470.41 Y 193,760.26; thence continuing with the said USDA lands North forty-five degrees thirty-nine minutes forty-eight seconds East (N 45° 39’ 48” E) two hundred thirteen decimal one, two (213.12) feet to the point of beginning (containing 5.962 acres, more or less to be annexed).

**RECITALS**

37           **WHEREAS**, the City of Salisbury has received a Petition for Annexation, dated January 24, 2024,  
38 attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, signed by at least  
39 twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are  
40 owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought  
41 to be annexed binding upon the Corporate Limits of the City of Salisbury to be known as “**City of Salisbury**  
42 **Wastewater Treatment Plant Annexation,**” beginning at a point on the south side of but not binding upon  
43 Pemberton Drive and binding upon the existing corporate limits line of the City of Salisbury, MD, being at  
44 the northeasterly most point of the affected property on the westerly line of the corporate limits of the City  
45 of Salisbury, continuing around the perimeter of the affected property to the point of beginning, being all

46 that real property identified as Map 0037, Grid 0024, Parcel 0367, and further being the same real property  
47 more particularly described in the property description attached hereto as **Exhibit 2** and incorporated as if  
48 fully set forth herein (the aforesaid real property is hereinafter referred to as the “**Property**”); and

49 **WHEREAS**, the City of Salisbury has caused to be made a certification of the signatures on the  
50 said petition for annexation and the City of Salisbury has verified that the persons signing the petition  
51 represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners  
52 owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all  
53 as of January 3, 2025, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury,  
54 attached hereto as **Exhibit 3** and incorporated by reference as if fully set forth herein; and

55 **WHEREAS**, it appears that the aforesaid Petition for Annexation, dated January 24, 2024, meets  
56 all the requirements of applicable state and local law; and

57 **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this  
58 Resolution, providing for the City of Salisbury’s annexation of the Property as set forth herein, shall be and  
59 hereby is scheduled for \_\_\_\_\_, 2025 at 6:00 p.m.

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

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

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

72 **Section 3.** The Zoning Map of the City of Salisbury shall be amended to include the Property  
73 within that certain Zoning District of the City of Salisbury identified as “**Industrial**”, which said real  
74 property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by this Resolution,  
75 is presently zoned “**R-15 Residential**” in accordance with the existing zoning laws of Wicomico County,  
76 Maryland.

77 **Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury  
78 shall hold a public hearing on this Resolution on \_\_\_\_\_ 2024 at 6:00 p.m. in the Council  
79 Chambers at the City-County Office Building located at 125 N. Divisions St., and the City Administrator

80 shall cause a public notice of time and place of the said public hearing to be published not fewer than two  
81 (2) times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City  
82 of Salisbury, which said public notice shall specify a time and place at which the Council of the City of  
83 Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15)  
84 days after the final required date of publication as specified hereinabove.

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

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

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

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

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

99 **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the  
100 City of Salisbury held on January 13, 2025; having been duly published as required by law in the meantime,  
101 a public hearing was held on \_\_\_\_\_, 2025 at 6:00 p.m., and was finally passed by the Council  
102 at its regular meeting held on \_\_\_\_\_, 2025.

103

104

105 \_\_\_\_\_  
106 Julie A. English  
City Clerk

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

107

108 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2025.

109

110

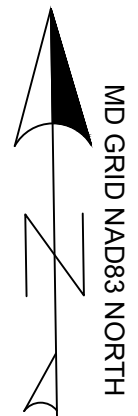
111

112 \_\_\_\_\_  
Randolph J. Taylor, Mayor

## OFF MARINE ROAD – CITY OF SALIBURY WWTP

Beginning for the same at a point being South forty-four degrees forty-one minutes zero seconds East (S 44° 41' 00" E) a distance of nine hundred eighty-seven decimal one, nine (987.19) feet from an existing corner of the Corporate Limits Line (X 1,192,928.66 Y 194,611.10) located along the southeasterly line of Pemberton Drive near the northwesterly corner of lands of the City of Salisbury – Waste Water Treatment Plant Baseball Fields line of Parsons Road. X 1,193,622.84 Y 193,909.20; thence continuing with the line of the said existing Corporate Limits South forty-four degrees forty-one minutes zero seconds East (S 44° 41' 00" E) one thousand two hundred twenty decimal three, five (1220.35) feet to a point X 1,194,480.98 Y 193,041.53; thence continuing with the line of the said existing Corporate Limits South fifty-two degrees seventeen minutes zero seconds West (S 52° 17' 00" W) two hundred seventeen decimal seven, three (217.73) feet to a point at the southeasterly corner of the lands of Value Enterprises, LLC, being "Parcel 1" of "Harbor Pointe" subdivision X 1,194,308.75 Y 192,908.33; thence by and with the easterly line of the said Value Enterprises, LLC, lands North forty-four degrees thirty-seven minutes zero seconds West (N 44° 37' 00" W) five hundred ninety-three decimal six, four (593.64) feet to a point at the southeasterly corner of the lands of the USDA Farm Service Agency X 1,193,891.80 Y 193,330.90; thence by and with said USDA Farm Service Agency lands North forty-four degrees twenty-seven minutes forty-seven seconds West (N 44° 27' 47" W) six hundred one decimal six, zero (601.60) feet to a point X 1,193,470.41 Y 193,760.26; thence continuing with the said USDA lands North forty-five degrees thirty-nine minutes forty-eight seconds East (N 45° 39' 48" E) two hundred thirteen decimal one, two (213.12) feet to the point of beginning.

Annexation containing 5.962 acres, more or less.



**PEMBERTON DRIVE**

**MARINE ROAD**

**WICOMICO RIVER**

NOW OR FORMERLY  
UNITED STATES OF AMERICA  
USDA FARM SERVICE AGENCY  
MAP 37, PARCEL 150  
DEED REF. 4546/151

OTHER LANDS OF  
THE CITY OF SALISBURY  
WASTEWATER TREATMENT PLANT  
MAP 113, PARCEL 1126  
DEED REF. 323/326 & 629/248  
PLAT REF. 608/9

LANDS OF THE  
CITY OF SALISBURY  
MAP 37, PARCEL 367  
DEED REF. 702/543  
PLAT REF. 693/59  
AREA TO BE ANNEXED = 5.962± ACRES

NOW OR FORMERLY  
VALUE ENTERPRISES, LLC  
MAP 118, PARCEL 1130  
"PARCEL 1, HARBOR POINTE"  
DEED REF. 1887/201  
PLAT REF. 6/75-300

OTHER LANDS OF  
THE CITY OF SALISBURY  
WASTEWATER TREATMENT PLANT  
MAP 113, PARCEL 1126  
DEED REF. 323/326 & 629/248  
PLAT REF. 608/9

N: 255358.4248  
E: 1705354.5220

N: 254656.5269  
E: 1706048.7058

N: 254507.5859  
E: 1705896.2758

N: 254078.2248  
E: 1706317.6620

N: 253788.8548  
E: 1706906.8420

N: 253655.6589  
E: 1706734.6111

S44°41'00"E  
987.19'

N45°39'48"E  
213.12'

N44°21'4"W  
601.60'

S44°41'00"E  
1220.35'

N44°37'00"W  
593.64'

N41°27'33"W  
552.17'00"

EXISTING CORPORATE LIMITS LINE

WICOMICO COUNTY  
CITY OF SALISBURY

WICOMICO COUNTY  
CITY OF SALISBURY

WICOMICO COUNTY  
CITY OF SALISBURY



**CITY OF SALISBURY**  
DEPARTMENT OF  
INFRASTRUCTURE AND  
DEVELOPMENT

**ANNEXATION PLAT**  
**CITY OF SALISBURY WASTEWATER TREATMENT PLANT**

DRAWING NO.	DCAxxxx
DATE:	12/20/2024
SCALE:	1" = 200'
SHEET	Annexation
REVISED:	△

APPROVED:  
City of Salisbury  
Dept. of Infrastructure & Development

Nicholas Voitiuc, Director

Date

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 0367

Map # 0037

SIGNATURE (S)

Signature



Printed

RANDOLPH J. TAYLOR

1-24-24  
Date

Signature

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Printed

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Date

Signature

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Date

Signature

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Date

Real Property Data Search ( )  
 Search Result for WICOMICO COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 09 Account Number - 038949

**Owner Information**

Owner Name: CITY OF SALISBURY Use: EXEMPT  
 Principal Residence: NO  
 Mailing Address: 125 N DIVISION ST Deed Reference: /00702/ 00543  
 SALISBURY MD 21801-5030

**Location & Structure Information**

Premises Address: Legal Description: 6.04 AC  
 SE OF PEMBERTON DR 301  
 W OF SALISBURY

Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No:  
 0037 0024 0367 9010301.23 0000 2024 Plat Ref:  
 Town: None

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use  
 6.0400 AC

Stories Basement Type Exterior Quality Full/Half Bath Garage Last Notice of Major Improvements

**Value Information**

	Base Value	Value		
		As of 01/01/2021	As of 07/01/2023	As of 07/01/2024
Land:	42,600	42,600		
Improvements	0	0		
Total:	42,600	42,600	42,600	
Preferential Land:	0			

**Transfer Information**

Seller:	Date:	Price:
Type:	Deed1: /00702/ 00543	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

**Exemption Information**

Partial Exempt Assessments: Class	07/01/2023	07/01/2024
County: 650	42,600.00	
State: 650	42,600.00	
Municipal: 650	0.00	0.00

Special Tax Recapture: None

**Homestead Application Information**

Homestead Application Status: No Application

**Homeowners' Tax Credit Application Information**

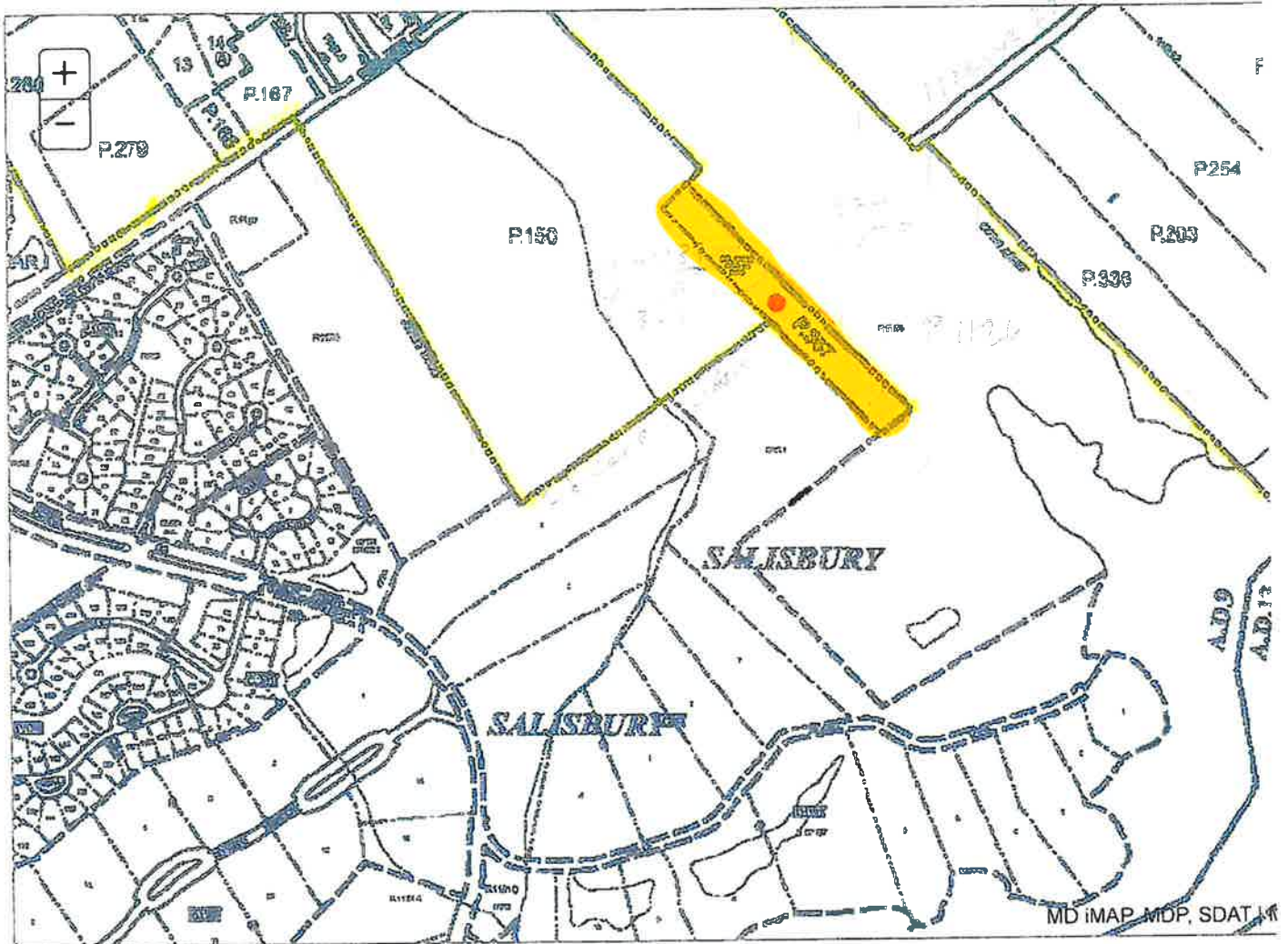
Homeowners' Tax Credit Application Status: No Application Date:



Wicomico County

New Search (<https://sdat.dat.maryland.gov/RealProperty/>)

District: **09** Account Number: **038949**

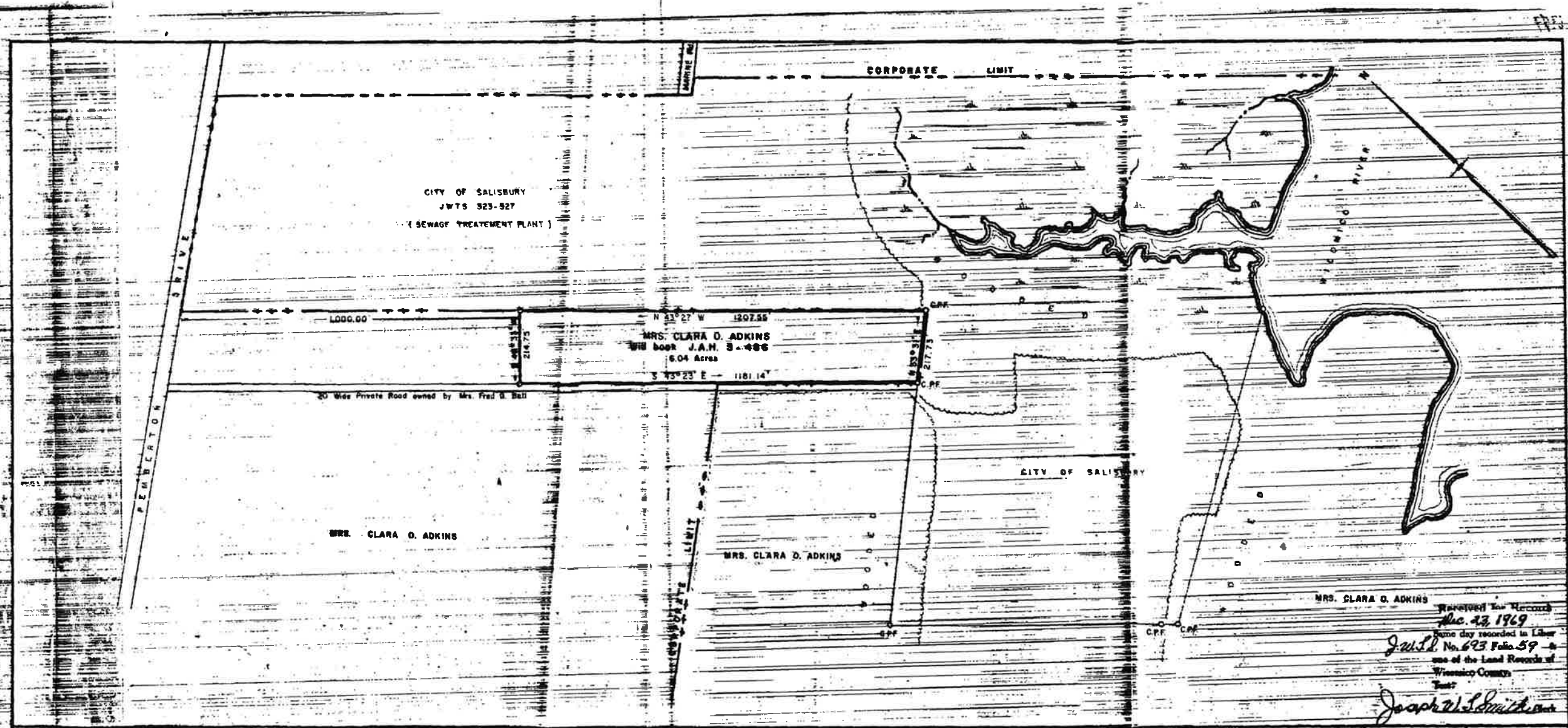


The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at [www.plats.net](http://www.plats.net) (<http://www.plats.net>).

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at <http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx> (<http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx>).



CITY OF SALISBURY  
 JWS 923-927  
 (SEWAGE TREATMENT PLANT)

MRS. CLARA O. ADKINS  
 6.04 Acres  
 J.A.H. 3-486

20' Wide Private Road owned by Mrs. Fred B. Ball

MRS. CLARA O. ADKINS

MRS. CLARA O. ADKINS

MRS. CLARA O. ADKINS  
 Transferred to Records  
 Dec. 23, 1969  
 Same day recorded in Liber  
 J.A.H. No. 693, Folio 59  
 one of the Land Records of  
 Wicomico County,  
 Maryland

*Joseph W. Smith*

CITY OF SALISBURY  
 SALISBURY, MARYLAND

APPROVED  
 28 Jan 1969  
*Chas. C. Coyle*  
 CITY ENGINEER

LOCATION  
 CITY OF SALISBURY  
 SALISBURY ELEC. DISTRICT NO. 9  
 WICOMIC COUNTY  
 MARYLAND

PROPERTY TO BE ACQUIRED BY  
 CITY OF SALISBURY FROM MRS. CLARA O. ADKINS

SCALE 1" = 200'	DRAWING NO. 4C-69-9
DATE DRAWN 1/27/69	FILE

INQUISITION & PLAT  
THE CITY OF SALISBURY  
VS.

CLARA O. ADKINS and  
WICOMICO COUNTY, MARYLAND  
A BODY POLITIC AND CORPORATE  
OF THE STATE OF MARYLAND

SALISBURY  
ELECTION DISTRICT

Received for record December 23, 1969,  
same day recorded in Liber J. W. T. S.  
No. 702, Folios 543, 544, and 545,  
one of the Land Records of Wicomico  
County.

Test:

*Joseph W. Travers*  
Clerk

The City of Salisbury  
-vs-  
Clara O. Adkins, et al

\* No. 6979 Civil Cases  
\* In the Circuit Court  
\* For Wicomico County,  
\* State of Maryland

\*\*\*\*\*

INQUISITION

INQUISITION made and taken at Bar in the Circuit Court for Wicomico County,  
in the matter of the Petition of the City of Salisbury vs. Clara O. Adkins and Wicomico  
County, a body Politic and Corporate, of the State of Maryland, for the condemnation of  
the property hereinafter mentioned, WITNESSETH:

THAT I, Judge William W. Travers whose name is subscribed and whose seal is  
hereunto affixed, the parties having elected to have their case tried by the Court and  
being charged to ascertain and determine whether or not it will be necessary for the Plain-  
tiffs to acquire the land and property described in the Petition, and to inquire into, ascer-  
tain and justly and impartially value the damage which the Defendants will sustain by the  
taking, use and occupation of said property and more particularly described as follows:  
ALL that lot or parcel of land on the Southerly side of but not binding upon Pemberton Drive,  
on the Southwesterly side of and binding upon the corporate limits of the City of Salisbury,  
in Salisbury Election District, Wicomico County, State of Maryland, and more particularly  
described as follows: BEGINNING for the same at a concrete post located on the North-  
westerly line of other property of the City of Salisbury and on the Nor the asterly line of a  
20 ft. private road, as more particularly shown on plat hereinafter referred to, thence (1)  
by and with other land of the City of Salisbury, North 53 degrees 31 minutes East a distance  
of 217.73 feet to a concrete post on the Southwesterly line of the corporate limits of the  
City of Salisbury and on the Southwesterly line of other land of the City of Salisbury, thence  
(2) by and with said other land, North 43 degrees 27 minutes West a distance of 1207.55  
feet to a point at the Southerly boundary of other land of Clara O. Adkins, said point being .

LIBER 702 PAGE 544

located South 43 degrees 27 minutes East 1000 feet from the Southerly line of Pemberton Drive, thence (3) by and with other reserved land South 46 degrees 33 minutes West a distance of 214.75 feet to the Northerly line of said 20 ft. private Road, thence (4) by and with said private road, South 43 degrees 23 minutes East 1181.14 feet to a concrete post and the place of beginning and containing 5.04 acres of land, more or less, and lying within the dark lines, as shown on the attached Drawing No. 46-69-9, which said plat is attached hereto and prayed to be taken as part of this Condemnation Proceeding, said property being in all respects a part of the same land which was conveyed unto Clara O. Adkins and Grover C. Adkins, her husband, as tenants by the entireties, by Margaret Lou Carey by deed dated December 30, 1950 and recorded among the Land Records of Wicomico County, Maryland, in Liber J.W.T.S. No. 324, Folio 99, the interest of the said Grover C. Adkins, upon his death having become vested in his surviving wife, Clara O. Adkins, by operation of law.

TOGETHER with the buildings and improvements thereon and all the rights, alleys, ways, waters, roads, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

HAVING viewed the premises, heard the evidence and duly considered the same, do find and determine that:

IT is necessary for the Plaintiff to acquire the said property and that the damages to be sustained by the Defendants to this cause for their fee simple interest and estate in and to the parcel of land hereinbefore particularly described, and the property, rights and easements, as set forth in the Petition, is the sum of \$18,120<sup>00</sup>

THAT upon the payment of the said sums to the Defendants, the title to the property shall be held and become vested in The City of Salisbury, clear and discharged from any claims, liens or demands of the Defendants, and the said City of Salisbury shall thereupon have the right to immediate possession of said property.

IN WITNESS WHEREOF, I, the said Judge of the Circuit Court for Wicomico

LIBER 702 PAGE 545

County, Maryland, have hereunto set my hand and seal this 17<sup>th</sup> day of December  
1969.

William M. Termon (SEAL)  
Judge

FOR PLAT SEE LIBER J.W.T.S. NO. 693, FOLIO 59.

Received for Record

DEC 23 1969

Same day recorded in Liber  
J.W.T. No. 702 Folio 543A  
one of the Land Records of  
Wicomico County.

Test:

Joseph W. T. Smith  
Clerk

Filed Dec. 17, 1969





## Infrastructure and Development Staff Report

September 19, 2024

### I. BACKGROUND INFORMATION:

Project Name: City of Salisbury WWTP Annexation  
Applicant/Owner: City of Salisbury  
Nature of Request: Zoning Recommendation for Annexation  
Location of Property: M-0037, G-0024, P-0367  
Requested Zoning District: General Commercial

### II. SUMMARY OF REQUEST:

#### A. Introduction:

The applicant has submitted a letter and petition for annexation of a City lot adjacent to the City Wastewater Treatment Plant (M-0037, G-0024, P-0367) and City Administration has referred the request to the Planning Commission for review and recommendation of an appropriate zoning designation. The property is located southeast of Pemberton Drive. **(Attachments #1 & #2)**

#### B. Area Description:

The requested annexation area totals 6.04 acres. The annexation area is currently mostly unimproved, with the exception of 2 storage sheds. **(Attachment #2)**

### III. ZONING ANALYSIS:

#### A. Existing Zoning:

The annexation property and adjoining parcel to the southwest, owned by the USDA Farm Service, are currently zoned R-15 Residential. The annexation area abuts City of Salisbury property on all three remaining sides. These City-owned parcels are all zoned Industrial, and are the location of the City of Salisbury Wastewater Treatment Plant.

#### B. City Plan.

The City Comprehensive Plan and Future Land Use map designates these properties as Commercial and future land use for the surrounding properties is consistent with the current County zoning districts.

#### C. Zoning for Annexed Areas.

##### 1. Introduction.

Current City policy requires that all areas to be annexed shall be submitted to the Salisbury-Wicomico Planning Commission for review and recommendation of an appropriate zoning district. The classification of future City areas is conducted consistent with local adopted plan recommendations and Maryland Annexation Law.



# City of Salisbury

## 2. Adopted Plans.

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

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

- a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. This property is included within the Municipal Growth Area, and designates this area as Commercial.
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted the County Plan on March 21, 2017. This area is designated "Commercial" and is zoned C-2 General Commercial.

## 3. Maryland Law.

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

1. **The Five-Year Rule.** This rule is applied solely to zoning and the degree of use change from the current county zoning classification to the proposed municipal classification following the annexation. The five-year rule does not apply for a land use or density change unless the proposed zoning is "substantially different" OR denser by 50%. A municipality may obtain a waiver from the county to avoid the five-year wait until the new zoning classification applies, if necessary.
2. **Annexation Plans Required.** An annexation plan is required that replaces the "outline" for the extension of services and public facilities prior to the public hearing for an annexation proposal. This section contains no additional language for the content of the annexation plan to be adopted, but does require it to be consistent with the municipal growth element for any annexations that begin after October 1, 2009 (unless extended for up to two six-month periods). The Plan must be provided to the County and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

## IV. DEVELOPMENT SCENARIO:

### A. Proposed Use:

The site currently serves as a storage and staging area for the City Wastewater Treatment Plant. The City intends to continue the same use of this property.



# City of Salisbury

**B. Access:**

The site is currently only accessible from Marine Road by way of City of Salisbury property.

**C. Configuration and Design:**

The annexation area is a long, narrow, rectangular parcel and adjoins the existing City boundaries at the Wastewater plant.

**D. Estimated Development Impacts:**

This site is already being used by the City for small storage sheds. Impacts on the surrounding neighborhood, as well as the City's infrastructure will be minimal.

## **V. ZONING RECOMMENDATION:**

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

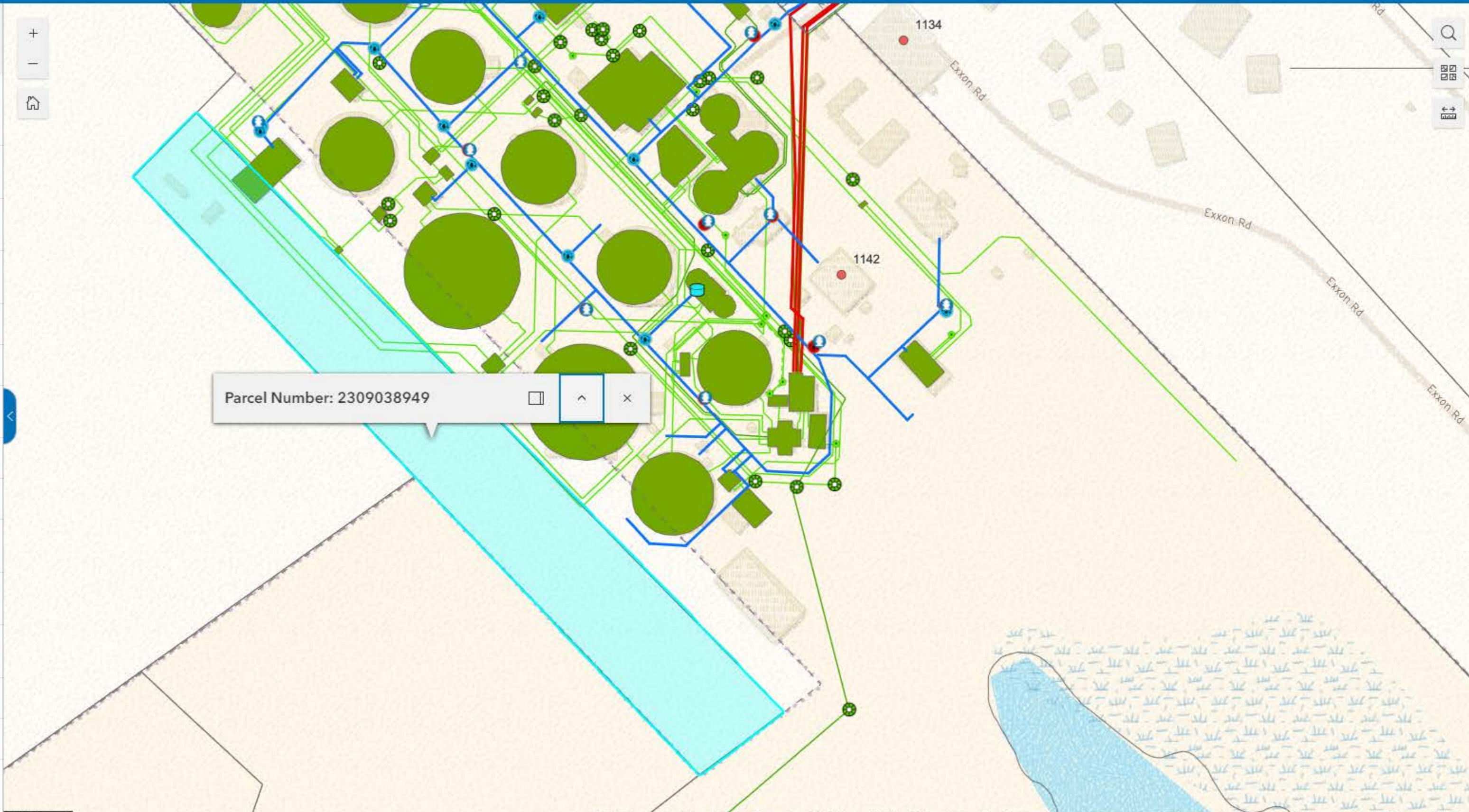
The adopted Salisbury Comprehensive Plan designates this area and nearby areas as "Industrial", and the proposed use and requested zoning classification meet this designation. The proposed use of the site for accessory uses to the Wastewater Treatment Plant is an appropriate use within the requested zoning classification, as this use is an inherently permitted use within the Industrial district. The proposed zoning classification after City annexation is substantially different from the existing zoning in the County, however, the parcel is unlikely to be developed as residential due to its extreme proximity to the Wastewater facility, and is currently owned by the City of Salisbury.

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





- City of Salisbury, MD: Maintenance and Inspection Agreements
- Wicomico County, MD: Address Points
- City of Salisbury, MD: Paleochannel
- City of Salisbury, MD: Wellhead Protection Areas
- MD iMap: Critical Areas
- MD iMAP: Floodplain
- City of Salisbury, MD: Historic Districts
- Wicomico County, MD: Parcels
- City of Salisbury, MD: Zoning
- City of Salisbury, MD: Project Asbuilt Index
- City of Salisbury, MD: Corporate Limit
- City of Salisbury, MD: Urban Service Districts
- Water Network
- Stormwater Network
- Sewer Network



Parcel Number: 2309038949



1  
2  
3 **RESOLUTION NO. 3376**

4 **A RESOLUTION** of the Council of the City of Salisbury proposing the  
5 annexation to the City of Salisbury of a certain area of land contiguous to  
6 and binding upon the Corporate Limits of the City of Salisbury to be  
7 known as the “**City of Salisbury Wastewater Treatment Plant**  
8 **Annexation,**” beginning for the same at a point being South forty-four  
9 degrees forty-one minutes zero seconds East (S 44° 41’ 00” E) a distance  
10 of nine hundred eighty-seven decimal one, nine (987.19) feet from an  
11 existing corner of the Corporate Limits Line (X 1,192,928.66 Y  
12 194,611.10) located along the southeasterly line of Pemberton Drive near  
13 the northwesterly corner of lands of the City of Salisbury – Waste Water  
14 Treatment Plant Baseball Fields line of Parsons Road. X 1,193,622.84 Y  
15 193,909.20; thence continuing with the line of the said existing Corporate  
16 Limits South forty-four degrees forty-one minutes zero seconds East (S  
17 44° 41’ 00” E) one thousand two hundred twenty decimal three, five  
18 (1220.35) feet to a point X 1,194,480.98 Y 193,041.53; thence continuing  
19 with the line of the said existing Corporate Limits South fifty-two degrees  
20 seventeen minutes zero seconds West (S 52° 17’ 00” W) two hundred  
21 seventeen decimal seven, three (217.73) feet to a point at the southeasterly  
22 corner of the lands of Value Enterprises, LLC, being “Parcel 1” of “Harbor  
23 Pointe” subdivision X 1,194,308.75 Y 192,908.33; thence by and with the  
24 easterly line of the said Value Enterprises, LLC, lands North forty-four  
25 degrees thirty-seven minutes zero seconds West (N 44° 37’ 00” W) five  
26 hundred ninety-three decimal six, four (593.64) feet to a point at the  
27 southeasterly corner of the lands of the USDA Farm Service Agency X  
28 1,193,891.80 Y 193,330.90; thence by and with said USDA Farm Service  
29 Agency lands North forty-four degrees twenty-seven minutes forty-seven  
30 seconds West (N 44° 27’ 47” W) six hundred one decimal six, zero  
31 (601.60) feet to a point X 1,193,470.41 Y 193,760.26; thence continuing  
32 with the said USDA lands North forty-five degrees thirty-nine minutes  
33 forty-eight seconds East (N 45° 39’ 48” E) two hundred thirteen decimal  
34 one, two (213.12) feet to the point of beginning (containing 5.962 acres,  
more or less to be annexed).

35 **WHEREAS,** pursuant to that certain Petition for Annexation, dated January 24, 2024, attached  
36 hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, the City of Salisbury proposes  
37 the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the  
38 Corporate Limits of the City of Salisbury to be known as the “**City of Salisbury Wastewater Treatment**  
39 **Plant Annexation**”, beginning at a point on the south side of but not binding upon Pemberton Drive and  
40 binding upon the existing corporate limits line of the City of Salisbury, MD, being at the northeasterly most  
41 point of the affected property on the westerly line of the corporate limits of the City of Salisbury, continuing

42 around the perimeter of the affected property to the point of beginning, being all that real property identified  
43 as Map 0037, Grid 0024, Parcel 0367, and further being the same real property more particularly described  
44 in the property description attached hereto as **Exhibit 2** and incorporated as if fully set forth herein (the  
45 aforesaid real property is hereinafter referred to as the “**Property**”); and

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

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

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

54 **Section 1.** The Annexation Plan for the City of Salisbury Wastewater Treatment Plant Annexation,  
55 attached hereto as **Exhibit 3** and incorporated as if fully set forth herein (the “**Annexation Plan**”), be and  
56 hereby is adopted for the City of Salisbury’s annexation of the Property as contemplated by this Resolution.

57 **Section 2.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury  
58 shall hold a public hearing on this Resolution on \_\_\_\_\_ at 6:00 p.m. in the Council  
59 Chambers at the City-County Office Building located at 125 N. Divisions St., and the City Administrator  
60 shall cause a public notice of time and place of the said public hearing to be published not fewer than two  
61 (2) times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City  
62 of Salisbury, which said public notice shall specify a time and place at which the Council of the City of  
63 Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15)  
64 days after the final required date of publication as specified hereinabove.

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

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

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

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

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

79            **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the  
80 City of Salisbury held on January 13, 2025; having been duly published as required by law in the meantime,  
81 a public hearing was held on \_\_\_\_\_, 2025 at 6:00 p.m., and was finally passed by the Council  
82 at its regular meeting held on \_\_\_\_\_, 2025.

83

84 \_\_\_\_\_  
85 Julie A. English  
86 City Clerk

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

87

88

89 APPROVED BY ME this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

90

91

92 \_\_\_\_\_  
93 Randolph J. Taylor, Mayor

**ANNEXATION PLAN  
FOR THE  
CITY OF SALISBURY WASTEWATER TREATMENT PLANT  
ANNEXATION  
TO THE CITY OF SALISBURY**

January 6, 2025

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

- At a Work Session of the City of the City Council, held on \_\_\_\_\_, the Salisbury City Council (the "**City Council**") reviewed the Petition for Annexation (the "**Annexation Petition**") submitted by the City of Salisbury (the "**City**"), dated January, 24, 2024, which requested the annexation of the following parcel of land:
  - Map 0037, Grid 0024, Parcel 0367, consisting of 5.962 acres more or less, as further described in the Annexation Plat City of Salisbury Wastewater Treatment Plant (the "**Annexation Plat**") attached hereto as *Exhibit 1*.
- At the September 19, 2024 meeting of the Salisbury-Wicomico County Planning Commission (the "**Planning Commission**"), the Planning Commission reviewed the proposed annexation of the Annexed Property and approved a favorable recommendation to the City for the proposed zoning of the Annexed Property.
- On \_\_\_\_\_, 20\_\_\_\_, a Regular Meeting of the City of Salisbury Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City's annexation of the Annexed Property (said Resolution is hereinafter referred to as the "**Annexation Resolution**"), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City's annexation of the Annexed Property, as requested by the Annexation Petition submitted by the City. Furthermore, at the \_\_\_\_\_ 20\_\_\_\_, Regular Meeting of the City of Salisbury Mayor and City Council, the City Council directed that this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, within thirty (30) days of the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

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

**1.1. Petitioner for Annexation of the Annexed Property.**

- (a) The City is the Petitioner for the Annexed Property. The Annexed Property was conveyed unto the City via an Inquisition Order, dated December 17, 1969, recorded among the Land Records of Wicomico County, Maryland in Liber 702, Folio 543, in connection with a condemnation action.

**1.2. Location.** The Annexed Property is located to the south of Pemberton Drive, and to the West of Marine Road, having a legal description with the State Department of Assessments and Taxation of SE of Pemberton Dr 301 W of Salisbury.

**1.3. Property Description.** The Annexed Property consists of 5.962 +/- acres of land more or less, as more particularly described hereinabove and depicted by the Annexation Plat, attached hereto and incorporated herein as *Exhibit 1*. The Annexation Plat depicts all that same real property

more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit 2*.

**1.4. Existing Zoning.** The Annexed Property is currently zoned R-15 Residential under the Wicomico County Code. The property to the southwest is also zoned R-15 Residential. The remaining sides all abut City of Salisbury property, all zoned Industrial, and currently used as the City of Salisbury Wastewater Treatment Plant.

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

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

- (a) The City of Salisbury adopted the current Comprehensive Plan in 2010. The Annexed Property is located within the City of Salisbury’s designated municipal growth area. The City’s Comprehensive Plan and Future Land Use map designates the Annexed Property as commercial.
- (b) With respect to annexation of lands, the goal of the City of Salisbury’s Comprehensive Plan is as follows: “To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

**2.2. Proposed Zoning for Annexed Property.** The Annexed Property is currently used as a storage and staging area for the City of Salisbury Wastewater Treatment Plant. Upon Annexation, the City intends to continue the same use of the Annexed Property. Per Section 17.72.010 of the City of Salisbury Code, the purpose of the “Industrial” zoning district is to “recognize those areas of industrial development which have developed historically along the rivers and portions of rail lines in or close to the central part of the city and to provide additional areas along the river and rail lines for location of industries dependent, to a great extent, upon these facilities for transport of materials used in their operation. These uses also require large sites and good access to major highways. To protect surrounding areas and assure compatibility of development within the district, those uses which may create excessive external noise, vibration, smoke, dust, lint, odor, heat, glare or which use explosive, toxic or otherwise hazardous materials are permitted only by special exception upon approval of the Board of Appeals.” In a letter dated September 22, 2024, Amanda Rodriguez, City Planner for the City of Salisbury, informed the Mayor of Salisbury that the Planning Commission had forwarded a favorable recommendation to the City Council for the Annexed Property to be zoned “Industrial” upon annexation.

**2.3. Proposed Land Use for Annexed Property.** The City does not intend to change the current use for the Annexed Property upon annexation.

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

**3.1. Roads.** As the current use of the Annexed Property will not change upon annexation, access to the property is not anticipated to change.

**3.2. Water and Wastewater Treatment.** As the current use of the Annexed Property will not change upon annexation, annexation of the Annexed Property will not create additional demand on existing public water and sewerage facilities.

**3.3. Schools.** As the use of the Annexed Property is not residential, the Annexed Property will not generate public school pupil enrollment and will have no impact on school capacity.

**3.4. Parks and Recreation.** The Annexed Property will have no impact on park and recreational facilities.

**3.5. Fire, E.M., and Rescue Services.** The Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services to residents of the Salisbury Fire District. The Annexed Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will provide the aforesaid services to the Annexed Property.

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

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

**3.8. Waste Collection.** The City of Salisbury currently provides waste collection for the Annexed Property.

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

**(a)** As the current use of the Annexed Property (a storage and staging area for the City of Salisbury Wastewater Treatment Plant) is not anticipated to change, there is no anticipated development of the Annexed Property and therefore no impact on existing/planned land use development, streets, public facilities and services, open spaces and natural areas.



# City of Salisbury

TO: City Council  
FROM: Julie English, City Clerk  
SUBJECT: Amended City Council Rules of Order  
DATE: January 9, 2025

---

The Charter of the City of Salisbury, §SC2-6, states that the Salisbury City Council shall determine its own rules and order of business.

The attached resolution has been prepared to amend the Salisbury City Council Regulations and Rules of Order. This resolution, once adopted, will become effective immediately.

It is important to note that all amendments were reviewed and approved by the City's legal department.

Attachments



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**RESOLUTION NO. 3377**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SALISBURY, MARYLAND AMENDING THE SALISBURY  
CITY COUNCIL REGULATIONS AND RULES OF ORDER**

**WHEREAS**, §SC2 - 6 of the Charter of the City of Salisbury provides that the City Council shall determine its own rules and order of business: and

**WHEREAS**, the City Council of the City of Salisbury has previously adopted Regulations and Rules of Order by Resolution No. 737, and has amended those Regulations and Rules of Order by Resolution Nos. 806, 876, 972, 1043, 1335, 1386, 1451, 1476, 1577, 1600, 1672, 2072, 2251, and 2396; and

**WHEREAS**, the City Council wishes to update and amend its Regulations and Rules of Order.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Salisbury, Maryland, that the Salisbury City Council Regulations and Rules of Order are hereby amended as set forth by the attached Regulations and Rules of Order.

**THE ABOVE RESOLUTION** was introduced, read and passed at the regular meeting of the City Council of the City of Salisbury, Maryland held on this 13 day of January, 2025, and shall become effective immediately upon adoption.

ATTEST:

\_\_\_\_\_  
Julie A. English  
City Clerk

\_\_\_\_\_  
D'Shawn M. Doughty  
PRESIDENT, City Council

**SALISBURY CITY COUNCIL REGULATIONS AND RULES OF ORDER**  
**As Amended on January 13, 2025**

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**1. PREAMBLE**

The Salisbury City Council facilitates the expression of views and the introduction of legislation and promotes the orderly, open discussion of issues relevant to the government of the City. Council adopts these Rules of Order to establish clear expectations for behavior and to provide a framework for all Council meetings. These Rules shall be in effect upon their adoption by a simple majority of the City Council present and voting until they are amended or new rules are adopted. These Rules shall be interpreted and enforced by the Council President. A Council action that is otherwise valid does not become invalid because the Council did not follow these Rules.

**2. GENERAL PROVISIONS**

A. Meetings of the Salisbury City Council will be held in Council Chambers in Room 301 of the Government Office Building, 125 N. Division Street, Salisbury, Maryland, unless notice to the contrary is given.

- B. Special open or closed meetings may be held at any time and place the Council President determines is appropriate.
- C. Notice of meetings will be posted on the City Council's website, at a reasonable time in advance of the meeting.
- D. The City Clerk's Office shall notify the media of all Council meetings.

**3. COUNCIL MEMBERS' ATTENDANCE AND PARTICIPATION**

- A. Council members are expected to attend all meetings (legislative sessions, special sessions, work sessions, closed meetings, and budget sessions) of the City Council.
- B. Council Members are not permitted to participate in any meeting by telephone.
- C. If a Council member cannot attend a legislative session, special session, or work session because of a planned vacation or business travel, or because of "extenuating circumstances," and desires to participate in the meeting by electronic means from a remote location, the member may do so provided he or she notifies the Council President and City Clerk in advance. Extenuating circumstances shall include illnesses of self or family, accident, or any other unexpected emergencies. If a Council Member is joining remotely via video, in order to vote, he or she shall keep their video on during the entire meeting.
- D. Council Members are not permitted to participate in closed meetings or budget sessions via electronic means.
- E. Council Members shall have at hand all materials for all meetings.

**4. COUNCIL MEMBERS' CONDUCT AT ALL MEETINGS**

- A. The Council President, or in his or her absence, the Council Vice President, shall call the meeting to order at the appointed hour. In the absence of both the Council President and Council Vice President, the City Council may elect by majority vote a President *Pro Tem*, who shall act as presiding officer for the duration of the meeting.
- B. After calling the meeting to order, the Council President shall entertain a motion to adopt the agenda for the meeting as presented. After such motion has been made and seconded, any Council Member may request the deletion of any item on the agenda, a change in the order of any agenda item, or the addition of any urgent or emergency item. Such changes may be approved by consensus, or in the absence of a consensus, such changes shall be approved upon affirmative vote of a majority of the Council. Any member of the Council may also request that an item be removed from the consent agenda for discussion, for further information, or in order that there might be a separate vote on that item.
- C. The Council President shall control discussion of the Council on each agenda item to assure full participation in accordance with these Rules.
- D. A Council Member shall speak only after being recognized by the Council President. A

Council Member recognized for a specific purpose shall limit remarks to that purpose. A Council Member, after being recognized, shall not be interrupted except by the Council President to enforce these Rules. The Council President, as a member of the Council, may enter into any discussion.

- E. After being recognized by the Council President, a member of the Council may request and receive information, explanations or opinions of the Mayor, City Administrator, City Attorney, City Clerk, any City department head or their designee.
- F. Council Members shall conduct meetings in a professional manner. Council Members must be respectful to the public, City staff members, and each other at all times.

## **5. AGENDAS**

- A. The Council President shall prepare a written agenda for each meeting with the assistance of the Clerk's Office.
- B. The Council President may place upon the agenda any item which is legal, constitutional and proper for the Council to consider, provided, however, that the Council President may reasonably defer a requested agenda item until a future meeting of the Council in order to secure full attendance by Council Members, or to secure the input of the City's staff.
- C. The Mayor, City Administrator or a member of the Council, may make a timely request to the Council President that an item be placed upon the agenda for a meeting. The Council President has discretion whether to add the item to the agenda.
- D. No item will be added to the agenda after the established deadlines (set forth in Sections 7B and 8B below), unless the Council President determines it to be urgent in nature or an emergency.
- E. Items which are matters of a routine, non-controversial nature may be placed on the agenda under Consent Agenda. The purpose of the consent agenda is to provide a method for the expeditious handling of items which, in the opinion of the Council President, City Clerk and City Administrator, will not require discussion and will be approved unanimously by the Council. Items shall be removed from the Consent Agenda at the request of any individual Council Member.

## **6. VOTING AND THE MAKING OF MOTIONS**

- A. Any member of the Council, except the Council President, may make or second a motion for the Council to take action regarding any agenda item, subject to the City Ethics Code and State Ethics Law.
- B. Any member of the Council may vote regarding any agenda item, subject to the City Ethics Code and State Ethics Law.
- C. The Council President may not make a motion, and may second a motion only when there are only three (3) members of the Council, including the President, present and voting.

- D. In the absence of the Council President, the Council Vice President shall be subject to the same limitations upon voting and the making of motions as the Council President.
- E. The City Clerk shall record the name of the Council Member making each motion, the name of the Council Member who seconded the motion, and the vote.
- F. If a Council Member wishes to defer an agenda item to another meeting, the motion to "postpone to a certain time" is used. The motion requires a second, is debatable, and a majority vote is required for adoption. The motion must state when the agenda item will be reintroduced.
- G. In the absence of a rule to govern a point of procedure, the City Council shall defer to the Council President.

## **7. LEGISLATIVE SESSIONS**

- A. All regularly scheduled legislative sessions of the Salisbury City Council shall be held on the second and fourth Monday of each month. All meetings will convene at 6:00 p.m. in a work session, unless otherwise noted.
- B. The agenda for each legislative session shall be prepared by the City Clerk at the direction of the Council President. The Clerk shall endeavor to publish the agenda no later than 12:00 p.m. on the Wednesday before the regularly scheduled legislative session.
- C. In order to afford members of the public the opportunity to speak, there shall be a public comment period where the Council may hear public comments from the public regarding any matter. Rules regarding public comments are set forth in Section 12 below. Members of the public and/or interested parties may not under any circumstances address the Council outside of the general public comment period.
- D. Council Members' comments shall be made before the adjournment of each legislative session. Personal remarks or general observations by Council Members are permitted during Council Member's comments, but they should be kept brief and should be relevant. Each Council Member shall be allotted a maximum of 4 minutes to make his or her comments.

## **8. WORK SESSIONS**

- A. Work Sessions of the Salisbury City Council will be held as necessary.
- B. The Council shall conduct work sessions on matters which are expected to come before the Council for formal action at a legislative session or otherwise need study by the Council. Items to be considered will be placed on the work session agenda by the Council President. The agenda for a work session shall be published no later than 12:00 p.m. on the Wednesday before the next regularly scheduled work session.
- C. Work session meeting agendas shall list items for Council discussion.

- D. During work sessions, the Council shall receive information and/or presentations on agenda items. Council may ask questions and request that additional information be provided. Council may give consensus that matters under consideration be moved forward for formal action at a legislative session, that further study be conducted, that matters not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.
- E. Final action on items is not taken at work sessions. The Council may decide by consensus, or by a majority vote, on how to proceed on various items under consideration. However, no formal vote of the Council in favor or against any agenda item may be taken at a work session.
- F. Work sessions are considered public meetings and the public can attend. Members of the public and/or interested parties may not under any circumstances address the Council on the items under consideration during the work session outside of the general public comment period.
- G. Immediately preceding the end of work sessions, in order to afford members of the public the opportunity to speak, there shall be a public comment period where the Council may hear public comments from citizens regarding an agenda item that was under consideration during the session. Public comments must be directed to an agenda item that was under consideration at the session where the comment is being made. The Council President shall rule on the germaneness of the citizen comments. Rules regarding public comments are set forth in Section 12 below.

## **9. BUDGET SESSIONS**

- A. Budget Sessions of the Salisbury City Council will be held annually in the spring.
- B. Notice of all budget sessions will be published on the City Council website once the sessions have been scheduled by the Council President.
- C. Budget sessions are considered public meetings and the public can attend. In order to ensure that budget sessions are conducted in a timely and efficient manner, there shall be no public comment period or any other opportunity for members of the public to address the Council during a budget session.
- D. Council members are not permitted to participate in budget sessions remotely.
- E. The agenda for budget sessions shall contain a schedule outlining the approximate time when each department presentation shall begin and end. The Council will endeavor to follow the schedule outlined in the agenda but should delays arise the Department Presentations may continue outside of the times outlined in the agenda.
- F. Budget Sessions are not broadcast live on PAC 14 or any other source of media.

## **10. CLOSED SESSION MEETINGS**

- A. The Council may conduct closed meetings as permitted by State Law. A member of the public cannot attend a closed meeting.

- B. Everything that is discussed during a closed meeting, and all materials which are reviewed during a closed meeting or are prepared in anticipation thereof, shall be considered confidential and no Council Member shall publicly disclose any such information or material. Public disclosure may be made only in the event a majority of the Council Members vote to approve the public disclosure.
- C. Council Members are not permitted to participate in closed sessions remotely.
- D. No council member shall make any disclosures or release any information which would result in the waiver of the attorney/client privilege without first obtaining the approval of a majority of the Council in open session.

## **11. PUBLIC HEARINGS**

- A. After convening a public hearing, but before the presentation of testimony, the Council President or his designee must briefly explain the purpose of the public hearing.
- B. Any member of the public wishing to provide testimony will be administered an oath by the City Clerk or Deputy City Clerk.
- C. The Council President may announce in advance or at the hearing time limits for each speaker and registration requirements.
- D. In advance of a public hearing, members of the public and interested organizations may register to deliver oral or written testimony on the City Council Website.
- E. Written testimony may be submitted in advance to the City Clerk via email.
- F. The Council President may temporarily suspend any testimony that is not relevant to the subject of the hearing and advise the speaker to that effect. The Council President may stop taking further testimony from and vacate any remaining time allocated to a speaker who, after being so advised, continues to offer irrelevant testimony.
- G. The Council President may recognize witnesses and receive public testimony from individuals who did not register in advance of the hearing.
- H. In order to expedite the hearing and allow all witnesses an opportunity to be heard, the Council President may limit questions from other council members and/or set limits on the amount the time each witness is permitted to testify.

## **12. PUBLIC COMMENT AND PARTICIPATION**

- A. Members of the public shall be courteous to their fellow citizens and the proceedings while the Council is in session by limiting conversations within the Council Chambers and the entrance hallway into the Chambers.

- B. A person attending a meeting may not engage in conduct, including visual demonstrations such as the waving of placards, banners, or signs, that disrupts the meeting or interferes with the right of a member of the public to attend and observe the session as determined by the Council President. Exhibits, displays and visual aids used in connection with presentations to the Council are permitted so long as they are only displayed during the presentation.
- C. No person will be allowed to address the Council until the appropriate time, as determined by the Council President.
- D. In order to be recognized by the Council President to address the Council at a legislative session or work session, a member of the public must submit a comment form before the start of the session. Comment forms can be submitted electronically as directed by the City Council's website. A member of the public may also submit a form in person to the City Clerk before the start of the session. No comment forms will be accepted after the session has begun. If a member of the public misses the deadline for submitting a public comment, he or she may submit his or her public comments via an email to Council.
- E. Upon recognition by the Council President to address Council, the person must begin by first stating his or her name, whether he or she is a City resident, and the persons or organization represented, if any.
- F. In order to afford all persons an opportunity to speak, comments made by members of the public must be no longer than two (2) minutes. The Council President in his or her discretion may grant additional time.
- G. In order to afford all persons an opportunity to speak, the Council President may limit the number of times and the amount of time a member of the public may speak during the public comment period and limit comments regarding a specific agenda item if an excessive number of similar comments are made regarding that specific item.
- H. The Council President may receive public testimony from individuals who did not register in advance of the hearing.
- I. If a member of the public wishes to disseminate written comments to Council, it shall be submitted to the City Clerk via email prior to the meeting and it will be attached to the minutes as part of the record.
- J. Members of the Council will not immediately comment upon the remarks made by a member of the public. If a member of the public asks a question of Council, answers may be provided at a later date after time is taken to investigate the matter.
- K. Any person making personal, impertinent or slanderous remarks, or who becomes boisterous in any manner that disrupts a meeting while addressing the Council, may be warned by the Council President and if necessary, requested to leave the meeting immediately.

**13. PROCEDURES FOR SECURITY AT CITY COUNCIL MEETINGS**



- A. A Salisbury Police Department officer will be present at every meeting or session of the City Council. The Salisbury Police Department officer should not leave the Council Chambers until the conclusion of the meeting unless a problem or emergency occurs. At the beginning of every meeting or session of the Council the Council President shall advise all attendees on evacuation procedures.

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Adopted: 10/23/00 by Resolution No. 737  
Amended: 11/26/01 by Resolution No. 806  
Amended: 8/26/02 by Resolution No. 876  
Amended: 5/12/03 by Resolution No. 972  
Amended: 12/8/03 by Resolution No. 1043  
Amended: 11/28/05 by Resolution No. 1335  
Amended: 3/27/06 by Resolution No. 1386  
Amended: 10/23/06 by Resolution No. 1451  
Amended: 1/8/07 by Resolution No. 1476  
Amended: 10/8/07 by Resolution No. 1577  
Amended: 11/26/07 by Resolution No. 1600  
Amended: 7/14/08 by Resolution No. 1672  
Amended: 7/11/11 by Resolution No. 2072  
Amended: 9/10/12 by Resolution No. 2203  
Amended: 2/25/13 by Resolution No. 2251



# City of Salisbury

To: Andy Kitzrow, City Administrator  
From: Amanda Rodriguez, City Planner *AR*  
Date: November 22, 2024  
Re: Text Amendment- City of Salisbury Zoning Code, Chapter 17.150- Planned Residential District No. 7, The Villages at Aydelotte

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Parker and Associates, on behalf of the owner, has submitted a request to amend Chapter 17.150- Planned Residential District No. 7, The Villages at Aydelotte to change the allowable residential uses, and to allow for increased density in the final phase of the PRD.

The first proposed amendment is to Ch 17.150.050.A.7- Parcel H. The allowable residential use for Parcel H as it reads today is for townhouses.

The construction of The Villas, comprised of “townhouse style triplexes”, which are technically apartments by definition, was approved by the Planning Commission for Parcel H in 2023 without a Text Amendment. The remainder of Parcel H is the last phase of the PRD to be developed and is proposed to be an additional 63 townhouse style apartments known as The Hamlets. The applicant proposes to delete the word “Townhouses” from Parcel H, and have the code read “Residential”. This deletion would both allow for the construction of the Hamlets, as well as bring the Villas into compliance.

The second proposal is to amend 17.150.050.A.7.b to increase the density for Parcel H from 5.5 units per acre to 6.0 units per acre. Per the developer’s site plan for the Hamlets, the combined density of the 299 approved townhouse style apartments from the Villas and the 63 proposed units for the Hamlets would be 362 total units. Parcel H is 60.89 acres total, meaning the proposed density would be equal to 5.95 units per acre for this final phase of the PRD.

The proposed text amendments were reviewed by the City Attorney and received a favorable recommendation from the Planning Commission following a public hearing on November 21, 2024.

Should there be no further questions, please forward a copy of this memo and the attached materials to City Council for their review.

<b>Account Number:</b>	905085
<b>Customer Name:</b>	Salisbury Planning
<b>Customer Address:</b>	Salisbury Planning 125 N Division St Rm 202 Salisbury MD 21801-5030
<b>Contact Name:</b>	Amanda Rodriquez
<b>Contact Phone:</b>	
<b>Contact Email:</b>	
<b>PO Number:</b>	

<b>Date:</b>	12/23/2024
<b>Order Number:</b>	10884278
<b>Prepayment Amount:</b>	\$ 0.00

<b>Column Count:</b>	2.0000
<b>Line Count:</b>	30.0000
<b>Height in Inches:</b>	0.0000

**Print**

Product	#Insertions	Start - End	Category
SBY Salisbury Daily Times	2	12/30/2024 - 01/06/2025	Public Notices
SBY delmarvanow.com	2	12/30/2024 - 01/06/2025	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$350.00
Tax Amount	\$0.00
Service Fee 3.99%	\$13.97
Cash/Check/ACH Discount	-\$13.97
Payment Amount by Cash/Check/ACH	\$350.00
Payment Amount by Credit Card	\$363.97

<b>Order Confirmation Amount</b>	<b>\$350.00</b>
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**SALISBURY CITY COUNCIL  
NOTICE OF PUBLIC HEARING  
TEXT AMENDMENT**

In accordance with the provisions of Section 17.228, Amendments and Rezoning, of the Salisbury Municipal Code, the City of Salisbury proposes amendments to the text of Title 17, Zoning, Chapter 17.150.050.A.7 – Parcel H., to strike the term “townhouses” and to include the term “residential development” and Title 17. Zoning, Chapter 17.150.050.A.7.b., to increase the allowable density from 5.5 units per acre to 6.0 units per acre.

**A PUBLIC HEARING WILL BE HELD ON**

Monday, January 13, 2025 at 6:00 P.M. in the Council Chambers, Room 301, of the Government Office Building, 125 North Division Street, Salisbury, Maryland to hear opponents and proponents, if there be any.

The City Council reserves the right to close a part of this meeting in accordance with the Annotated Code of Maryland, section 10-508(a).

(FOR FURTHER INFORMATION CALL 410-548-3170)

D’Shawn M. Doughty, President

Publication Dates: December 30, 2024  
January 6, 2025



## Infrastructure and Development Staff Report

November 21, 2024

### I. BACKGROUND INFORMATION:

Applicant/Owner: Parker and Associates on behalf of The Village at Aydelotte Farm, LLC

Nature of Request: PUBLIC HEARING-Text Amendment to City of Salisbury Zoning Code, Chapter 17.150- Planned Residential District No. 7, The Villages at Aydelotte

### II. SUMMARY OF REQUEST:

Parker and Associates, on behalf of the owner, has submitted a request to amend Chapter 17.150-Planned Residential District No. 7, The Villages at Aydelotte to change the allowable residential uses, and to allow for increased density in the final phase of the PRD.

After a work session at the August 22, 2024 Planning Commission meeting, this request is finalized and before you to make a recommendation to forward onto Salisbury City Council.

### III. PROCEDURE:

The City of Salisbury Code Chapter 17.228.020A provides the procedure for amendments to the Zoning Code, as follows:

#### A. *Planning Commission Review.*

1. *All applications for a zoning code text amendment or a district boundary change shall be made to the planning director, and any such amendment, supplement, modification, change or repeal shall be referred to the Salisbury planning commission for review and recommendation to the city council.*

*a. The planning commission shall cause such investigation and study to be made as it deems necessary to prepare a report containing the commission's recommendation to the city council.*

*b. The commission shall hold a public hearing and shall submit its report and recommendation to the city council within six months of receipt of such application.*

*c. If the planning commission fails to submit its report and recommendation within six months, any such proposed amendment, supplement, modification or change may be acted upon by the city council without benefit of such report or recommendation.*

2. *If there is any change in the request, such as enlargement of land area or change of zoning reclassification requested, after review and recommendation by the planning commission, the*



*request shall be resubmitted to the planning commission for further review and recommendation prior to the city council's formal action on the request.*

- 3. The planning commission shall make a recommendation. In the event that no recommendation is made, the commission's indecision or failure to forward a recommendation within six months shall be considered on balance as favorable to the proposed amendment, and a favorable recommendation shall be forwarded to city council.*

#### **IV. PLANNING & ZONING ANALYSIS**

The applicant proposes to make two (2) specific changes to this section of the Code. With the creation of PRD No. 7, Aydelotte Farm was divided into 11 parcels, each with their own set of development standards and allowable residential uses. The first proposed amendment is to Ch 17.150.050.A.7- Parcel H. The allowable residential use for Parcel H as it reads today is for townhouses.

The construction of The Villas, comprised of “townhouse style triplexes”, which are technically apartments by definition, was approved by the Planning Commission for Parcel H in 2023 without a Text Amendment. The remainder of Parcel H is the last phase of the PRD to be developed and is proposed to be an additional 63 townhouse style apartments known as The Hamlets. The applicant proposes to delete the word “Townhouses” from Parcel H, and have the code read “Residential” (Attachment 3). This deletion would both allow for the construction of the Hamlets, as well as bring the Villas into compliance.

The second proposal is to amend 17.150.050.A.7.b to increase the density for Parcel H from 5.5 units per acre to 6.0 units per acre. Per the developer’s site plan for the Hamlets, the combined density of the 299 approved townhouse style apartments from the Villas and the 63 proposed units for the Hamlets would be 362 total units. Parcel H is 60.89 acres total, meaning the proposed density would be equal to 5.95 units per acre for this final phase of the PRD. The developer has included all proposed infrastructure on the site plan for the Hamlets, including parking, lighting, and open space.

#### **V. STAFF RECOMMENDATION:**

The Department of Infrastructure and Development recommends that the Planning Commission forward a **FAVORABLE** recommendation to the Mayor and City Council for the proposed amendments as shown in Attachment 2, based on the findings in the staff report.





528 RIVERSIDE DRIVE  
SALISBURY, MD 21801  
PHONE: 410-749-1023  
FAX: 410-749-1012  
WWW.PARKERANDASSOCIATES.ORG

LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING • FORESTRY SERVICES

July 9, 2024

City of Salisbury  
Department of Infrastructure and Development  
125 N. Division St  
Salisbury, Maryland 21801

ATTN: Henry Eure  
Deputy Director  
RE: The Villas and Hamlets at Aydelotte  
Text Amendment Request

Dear Henry:

In accordance with the City of Salisbury's Zoning Code, Chapter 17.228.020, I would like to respectfully request a text amendment to the City's zoning code. More specifically, I would like to request an amendment to Chapter 17.150.050.A.7. This chapter of zoning code provides the development standards for "Planned Residential District No.7- The Villages at Aydelotte Farm". Please refer to the attachment to this letter for the changes herein requested. Specifically, we are respectfully requesting two changes to this zoning section, both pertaining to the development requirements for Parcel H.

First, by amending Section 7 of the code, we seek to expand the permitted types of dwelling units permitted within the parcel, as opposed to allowing just townhouses. Currently, the only residential style that is permitted by the zoning code for this parcel is just townhouses. Thing is, the Villas of Aydelotte has already been approved within this parcel and the infrastructure for this project has already been constructed. Although the unit style proposed by the Villas is townhouse style triplexes, they are technically apartments, by definition. So, in this regard, this change is somewhat of a housekeeping measure. Furthermore, the Hamlets project that is currently proposed also is comprised of "Townhouse style apartments". By amending this section as requested, it will also allow the approval of this new and final section of the project.

Secondly, we are also proposing the Hamlets, which is a newly proposed extension of the development project into the only remaining area within this parcel's boundaries that is suitable for development. This final phase of the Villages at Aydelotte Farm will close out the development of the project. It provides an additional 63 "townhouse style apartment" units to the project. Looking at the currently adopted density for Parcel H, which is 5.5 units per acre, it is just slightly less than that which is needed to facilitate this final phase of the project. Therefore, we are also respectfully requesting the minor amendment to the density as well. We are proposing to change section 7b to permit a density of 6.0 units /acre



This requested density has been computed as follows:

*299 units approved/partially constructed at the Villas*

*+63 units at the Hamlets*

---

*362 total units proposed.*

*Parcel H area = 60.89 acres*

*Proposed density of Parcel H = 5 .95 units/acre – 6.0 units per acre requested*

As mentioned, this text amendment is part housekeeping and part facilitative insomuch that it will clean up the approvals for the Villas as well as allow the developer to complete the development of Parcel H the Aydelotte Farm. On the main portion of the project, there will be no more future development as the hamlets will close out the development of Parcel H within the project, should this text amendment be approved.

I sincerely appreciate your time and your guidance in this matter. If I can be of any further service to you whatsoever, please just let me know how. Otherwise, I will anxiously await your direction.

Have a nice day.

Sincerely,



Brock E Parker, PE, RLS  
**Parker & Associates Inc.**  
528 Riverside Drive  
Salisbury, MD 21801  
Office: 410-749-1023  
Fax: 410-749-1012

## Chapter 17.150 - PLANNED RESIDENTIAL DISTRICT NO. 7—THE VILLAGES AT AYDELOTTE FARM

**AS PROPOSED FOR TEXT AMENDMENT (2 TOTAL AMENDMENTS)**

## 17.150.010 - Purpose.

- A. The purpose of planned residential district No. 7 is to provide for the development of the villages at Aydelotte Farm with a planned community consisting of a variety of housing types and minor neighborhood service uses located in harmony with the natural features of the site. The development is designed to preserve natural wooded slope areas along two on-site streams, to preserve non-tidal wetlands areas, and to provide planned open space and recreation.
- B. The development further provides right-of-way for and is further designed to accommodate a major collector road that is included in the northeast metro core development management plan and identified as the northeast collector.
- C. The following regulations have been designed to carry out these purposes and are further implemented on the amended development standards plan May 10, 2005 as approved by the mayor and city council.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

## 17.150.020 - Area of reclassification.

The area to be rezoned as planned residential district No. 7—the villages at Aydelotte Farm, consists of one hundred seventy-five (175) acres of land, more or less, located at the northerly terminus of existing Aydelotte Road and also on the north side of Middle Neck Drive Extended, Peggy Branch, west side of Parkhurst Manor and Kathleen's Delight subdivisions, south side of Nottingham Woods subdivision, and Gordy Road Extended and east side of Middle Neck Branch; the same being shown on the revised preliminary subdivision plat prepared by Parker and associates dated May 10, 2005.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

## 17.150.030 - Permitted uses.

Permitted uses shall be as follows:

- A. Apartment and condominium buildings, townhouses, cluster developments, in accordance with chapter 17.176 of this title;
- B. Dwellings, one and two-family; patio dwellings;
- C. Neighborhood business uses, as set forth in chapter 17.32 of this title;
- D.

Park and playground, public and private;

- E. Other uses as permitted in an R-10 residential district as listed in chapter 17.156 of this title.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

17.150.040 - Accessory uses and structures.

- A. Residential accessory uses, as set forth in Chapters 17.156 and 17.160 of this title;
- B. Uses and structures clearly incidental or customary to, associated with any permitted use.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

17.150.050 - Development standards.

A. Individual Parcel Standards.

1. Parcel A—Residential Alternative Uses.

- a. Minimum land area: eight acres.
- b. Setbacks shall be not less than:
  - i. Street: twenty-five (25) feet;
  - ii. PRD perimeter: thirty (30) feet;
  - iii. 100-year flood plain: ten feet;
  - iv. Adjoining NE metro core collector road: fifty (50) feet.
- c. Height: thirty-five (35) feet maximum.
- d. Parking: in accordance with the requirements of chapter 17.220.
- e. Residential standards alternative: the same as Parcel B.

2. Parcel B—Residential.

- a. Minimum land area: six acres.
- b. Density: not to exceed seven units/acre.
- c. Height: thirty-five (35) feet maximum.
- d. Setbacks shall be not less than:
  - i. Street: thirty (30) feet;
  - ii. Side: ten feet;
  - iii. Rear: twenty-five (25) feet;
  - iv. PRD perimeter: thirty (30) feet;
  - v. 100-year flood plain: ten feet;

- vi. Adjoining NE metro core collector road: fifty (50) feet.
  - e. Parking: 1.8 spaces per unit minimum.
- 3. Parcel C—Residential—Single-family Detached.
  - a. Minimum land area: eighteen (18) acres.
  - b. Density: not to exceed three units/acre.
  - c. Height: thirty-five (35) feet maximum.
  - d. Setbacks shall be not less than:
    - i. Street: thirty (30) feet;
    - ii. Side: ten feet;
    - iii. Rear: twenty-five (25) feet;
    - iv. 100-year floodplain: ten feet.
  - e. Lot area: ten thousand (10,000) square feet minimum.
  - f. Lot width: Interior lots: seventy (70) feet minimum;  
Corner lots: eighty-five (85) feet minimum.
  - g. Parking: two spaces per unit minimum.
- 4. Parcels D and E—Neighborhood Business.
  - a. Minimum land area: one acre.
  - b. Density: not to exceed:
    - i. Neighborhood business: thirty thousand (30,000) square feet gross floor area.
  - c. Height: forty (40) feet maximum.
  - d. Distance between buildings: thirty (30) feet minimum.
  - e. Setbacks shall be not less than:
    - i. Street: twenty-five (25) feet;
    - ii. Side: twenty-five (25) feet.
  - f. Parking: 17.150.050
    - i. Neighborhood business: a minimum of one space per three hundred (300) square feet of floor area used for such uses.
- 5. Parcel F—Residential (Condominium).
  - a. Minimum land area: seven acres.
  - b. Density: not to exceed ten units/acre.
  - c. Height: fifty-five (55) feet maximum.
  - d.

Distance between buildings: thirty (30) feet minimum.

- e. Setbacks shall be not less than:
    - i. Street: thirty (30) feet;
    - ii. Side: ten feet;
    - iii. Rear: twenty-five (25) feet;
    - iv. Adjoining NE metro core collector road: fifty (50) feet.
  - f. Parking: 1.8 spaces per unit minimum.
6. Parcel G—Residential (Condominium).
- a. Minimum land area: seven acres.
  - b. Density: not to exceed ten units/acre.
  - c. Height: fifty-five (55) feet maximum.
  - d. Distance between buildings: thirty (30) feet minimum.
  - e. Setbacks shall be not less than:
    - i. Street: twenty-five (25) feet;
    - ii. Side: ten feet;
    - iii. 100-year floodplain: ten feet;
    - iv. Adjoining NE metro core collector road: fifty (50) feet.
  - f. Parking: 1.8 spaces per unit minimum.
7. Parcel H—Residential (~~Townhouses~~);
- a. Minimum land area: thirty (30) acres.
  - b. Density: not to exceed ~~5.5~~ units/acre.
  - c. Height: thirty-five (35) feet maximum.
  - d. Setbacks shall be not less than:
    - i. Street: thirty (30) feet;
    - ii. Side: ten feet;
    - iii. Rear: twenty-five (25) feet;
    - iv. 100-year floodplain: ten feet.
  - e. Parking: 1.8 spaces per unit minimum.
8. Parcel I—Residential (Townhouses).
- a. Minimum land area: thirty (30) acres.
  - b. Density: not to exceed 5.5 units/acre.
  - c. Height: thirty-five (35) feet maximum.

**1. Delete "(Townhouses)"**

**2. Delete "5.5" and replace with "6.0"**

- d. Setbacks shall be not less than:
    - i. Street: thirty (30) feet;
    - ii. Side: ten feet;
    - iii. Rear: twenty-five (25) feet.
  - e. Parking: 1.8 spaces per unit minimum.
9. Parcel J—Residential—Single-family Detached.
- a. Minimum land area: eight acres.
  - b. Density: not to exceed three units/acre.
  - c. Height: thirty-five (35) feet maximum.
  - d. Setbacks shall be not less than:
    - i. Street: thirty (30) feet;
    - ii. Side: ten feet;
    - iii. Rear: twenty-five (25) feet;
    - iv. 100-year floodplain: ten feet.
  - e. Lot area: ten thousand (10,000) square feet minimum.
  - f. Lot width: Interior lots: seventy (70) feet minimum;  
Corner lots: eighty-five (85) feet minimum.
  - g. Parking: two spaces per unit minimum.
10. Parcel L—Residential.
- a. Minimum land area: seven acres.
  - b. Density: not to exceed nine units/acre.
  - c. Height: thirty-five (35) feet maximum.
  - d. Distance between buildings: thirty (30) feet minimum.
  - e. Setbacks shall be not less than:
    - i. Front: twenty-five (25) feet;
    - ii. Side: ten feet;
    - iii. Rear: twenty-five (25) feet.
  - f. Parking: 1.8 spaces per unit minimum.
- B. Building Entrance Location. All entrances to apartment buildings shall be no greater than eighty (80) feet from a parking lot. Fire hydrants shall be installed as required by city policy.
- C. Landscaping. A detailed landscaping plan shall be submitted with each phase of the development. Landscaping shall generally be in accordance with the revised preliminary

development plan—as approved by the planning commission dated May 10, 2005.

- D. Open Space. Open space shall be provided as shown on the revised preliminary development plan dated May 10, 2005. Details of open space, use, access, and development areas shall be shown on final development plans for each phase of development.
- E. Architectural Elevations. Architectural elevations for each building shall be submitted with final development plans for each phase of development.
- F. Subdivision Plat, Community Association, and Condominium Documents. A final subdivision plat shall be submitted with final development plans for each parcel. The overall villages at Aydelotte Farm Community Association documents regarding maintenance of open space identified, revised preliminary development plan dated May 10, 2005 shall be approved by the planning commission and recorded with the final subdivision plat for the first parcel of development. Individual condominium and homeowner's association documents shall be approved by the planning commission and recorded for each parcel of development.
- G. Signs. Signs shall be in accordance with Sections 17.216.060, 17.216.070 and 17.216.140 of this title.
- H. Accessory Buildings and Structures.
  - 1. No part of any accessory building or structure shall be located closer than five feet to a rear, side, or floodplain line. On a corner lot, no accessory building shall be located closer than twenty-five (25) feet to the curblin of an abutting street.
  - 2. No accessory building shall occupy more than fifty (50) percent of a required rear or side yard on a single-family residential lot.
  - 3. A swimming pool may be located in the side or rear yard no closer than twenty-five (25) feet to a street right-of-way. The combined total lot coverage of a swimming pool and all accessory buildings and structures shall not exceed seventy-five (75) percent of the required rear yard or side yard area.

(Ord. 1998, 2006; Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

#### 17.150.060 - Street standards.

- A. Streets and temporary access shall be provided as shown on the preliminary subdivision plat dated May 10, 2005 subject to any subsequent modification thereto required by the city council or city department of infrastructure and development.
- B. All streets shall be developed in accordance with standards and profiles required or approved by the city department of infrastructure and development.
- C. Aydelotte Road north of Middle Neck Drive shall be used as an access during Phase I. Additionally, at the commencement of Phase I, the developer will provide an easement, to the

city's benefit, for the extension of Middle Neck Drive. Upon completion of Phase I, the developer will come back to the city council for a decision whether to close Aydelotte Road and/or extend Middle Neck Drive. Any such decisions shall be at an advertised public meeting of the city council.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

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

#### 17.150.070 - Special conditions.

- A. Parkhurst Drive on the east side of the site shall be terminated at the property line of Aydelotte Farm and blocked with a berm or permanent landscaping before construction of Phase I, except that such berm or landscaping shall be in a manner so as to permit access for agricultural-use vehicles until the cessation of agricultural operations or the commencement of construction of Parcel C.
- B. The forty (40) foot private right-of-way (handle) on the east side of the site to Parker Road shall be conveyed to any adjoining property owners willing to accept the additional land by no later than the end of development of Parcel C.
- C. The owners of the site shall provide in fee simple a right-of-way of eighty (80) feet for the public construction of the new major northeast collector road through the site and a sixty (60) foot right-of-way for the extension of Middle Neck Drive to the new collector road.
- D. In the event that Parcel A is not utilized as a public recreation area, the parcel may be developed as residential in accordance with the same standards as Parcel B as defined in Section 17.150.050 of this chapter.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

#### 17.150.080 - Amendments.

Amendments to planned development district No. 7 shall be in accordance with the provisions of Section 17.108.090 of the city Code.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

#### 17.150.090 - Final development plan.

- A. The revised preliminary comprehensive development plan dated May 10, 2005 as approved by the planning commission, shall be recorded in the land records of Wicomico County. Development of the site shall be in general conformance with these plans.



- B. A final development plan for each parcel of development or any proposed phase of development shall be submitted to and approved by the planning commission in accordance with Section 17.108.100 of this title.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

17.150.100 - Control of development after completion.

- A. Specific development of planned residential district No. 7 shall be controlled by the final development plan as approved by the planning commission and any amendment thereto.
- B. Where specific regulations are not addressed in this chapter, all other regulations of Title 17 shall govern. In the event of any conflict between the provisions of this chapter and other provisions of Title 17, the requirements of this chapter shall apply.

(Ord. 1978 (part), 2006: Ord. 1569 (part), 1993)

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**ORDINANCE NO. 2908**

**AN ORDINANCE OF THE CITY OF SALISBURY AMENDING SECTION 17.150.050A.7. OF THE SALISBURY CITY CODE TO DELETE THE WORD “TOWNHOUSES” FROM THE CATEGORY OF USES PERMITTED IN PARCEL H OF PLANNED RESIDENTIAL DISTRICT NO. 7 (THE VILLAGES AT AYDELOTTE FARM), AND INCREASE DENSITY TO 6.0 UNITS PER ACRE**

**WHEREAS**, the ongoing application, administration and enforcement of Title 17 (Zoning) of the City of Salisbury Municipal Code (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to keep the provisions of Title 17 current, comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

**WHEREAS**, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

**WHEREAS**, the Mayor and Council may amend Title 17 (Zoning) of the Salisbury City Code pursuant to the authority granted by MD Code, Land Use, § 4-102, subject to the provisions set forth in Section 17.228.020;

**WHEREAS**, the uses permitted in Parcel H of Planned Residential District No. 7 – The Villages at Aydelotte Farm are limited to only townhouses, with a maximum density of 5.5 units per acre. The inclusion of all residential dwellings, as defined in Section 17.04.120, would provide additional, but still substantially similar, use options in in the zoning district, with a minor increase of the overall density of the parcel;

**WHEREAS**, the Mayor and Council find that the health, safety and general welfare of the citizens of the City will be furthered by amending Section 17.150.050A.7. of the Salisbury City Code to permit all residential units in the parcel;

**WHEREAS**, pursuant to Section 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code requires the recommendation of the Salisbury Planning and Zoning Commission (the “**Planning Commission**”) prior to the passage of an ordinance amending Chapter 17.150;

**WHEREAS**, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of Section 17.228.020 of the Salisbury City Code on November 21, 2024;

**WHEREAS**, at the conclusion of its November 21, 2024 meeting, the Planning Commission recommended, by a vote of 7-0, that the amendments to Section 17.150.050A.7. of the Salisbury City Code set forth herein be approved by the Mayor and Council; and

**WHEREAS**, the Mayor and Council have determined that the amendments to Section 17.150.050A.7. of the Salisbury City Code shall be adopted as set forth herein.

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

**Section 1.** Section 17.150.050 of the Salisbury City Code, entitled “Development standards” shall be amended as follows:

**17.150.050 Development standards.**

A. Individual Parcel Standards.

- 43 1. Parcel A—Residential Alternative Uses.
- 44 a. Minimum land area: eight acres.
- 45 b. Setbacks shall be not less than:
- 46 i. Street: twenty-five (25) feet;
- 47 ii. PRD perimeter: thirty (30) feet;
- 48 iii. 100-year flood plain: ten feet;
- 49 iv. Adjoining NE metro core collector road: fifty (50) feet.
- 50 c. Height: thirty-five (35) feet maximum.
- 51 d. Parking: in accordance with the requirements of chapter 17.220.
- 52 e. Residential standards alternative: the same as Parcel B.
- 53 2. Parcel B—Residential.
- 54 a. Minimum land area: six acres.
- 55 b. Density: not to exceed seven units/acre.
- 56 c. Height: thirty-five (35) feet maximum.
- 57 d. Setbacks shall be not less than:
- 58 i. Street: thirty (30) feet;
- 59 ii. Side: ten feet;
- 60 iii. Rear: twenty-five (25) feet;
- 61 iv. PRD perimeter: thirty (30) feet;
- 62 v. 100-year flood plain: ten feet;
- 63 vi. Adjoining NE metro core collector road: fifty (50) feet.
- 64 e. Parking: 1.8 spaces per unit minimum.
- 65 3. Parcel C—Residential—Single-family Detached.
- 66 a. Minimum land area: eighteen (18) acres.
- 67 b. Density: not to exceed three units/acre.
- 68 c. Height: thirty-five (35) feet maximum.
- 69 d. Setbacks shall be not less than:
- 70 i. Street: thirty (30) feet;
- 71 ii. Side: ten feet;
- 72 iii. Rear: twenty-five (25) feet;
- 73 iv. 100-year floodplain: ten feet.
- 74 e. Lot area: ten thousand (10,000) square feet minimum.
- 75 f. Lot width: Interior lots: seventy (70) feet minimum;
- 76 Corner lots: eighty-five (85) feet minimum.
- 77 g. Parking: two spaces per unit minimum.
- 78 4. Parcels D and E—Neighborhood Business.
- 79 a. Minimum land area: one acre.
- 80 b. Density: not to exceed:
- 81 i. Neighborhood business: thirty thousand (30,000) square feet gross floor area.
- 82 c. Height: forty (40) feet maximum.
- 83 d. Distance between buildings: thirty (30) feet minimum.
- 84 e. Setbacks shall be not less than:
- 85 i. Street: twenty-five (25) feet;
- 86 ii. Side: twenty-five (25) feet.
- 87 f. Parking: 17.150.050

- 88 i. Neighborhood business: a minimum of one space per three hundred (300) square feet of floor area  
89 used for such uses.
- 90 5. Parcel F—Residential (Condominium).
- 91 a. Minimum land area: seven acres.  
92 b. Density: not to exceed ten units/acre.  
93 c. Height: fifty-five (55) feet maximum.  
94 d. Distance between buildings: thirty (30) feet minimum.  
95 e. Setbacks shall be not less than:  
96 i. Street: thirty (30) feet;  
97 ii. Side: ten feet;  
98 iii. Rear: twenty-five (25) feet;  
99 iv. Adjoining NE metro core collector road: fifty (50) feet.  
100 f. Parking: 1.8 spaces per unit minimum.
- 101 6. Parcel G—Residential (Condominium).
- 102 a. Minimum land area: seven acres.  
103 b. Density: not to exceed ten units/acre.  
104 c. Height: fifty-five (55) feet maximum.  
105 d. Distance between buildings: thirty (30) feet minimum.  
106 e. Setbacks shall be not less than:  
107 i. Street: twenty-five (25) feet;  
108 ii. Side: ten feet;  
109 iii. 100-year floodplain: ten feet;  
110 iv. Adjoining NE metro core collector road: fifty (50) feet.  
111 f. Parking: 1.8 spaces per unit minimum.
- 112 7. Parcel H—Residential (~~Townhouses~~).
- 113 a. Minimum land area: thirty (30) acres.  
114 b. Density: not to exceed ~~5.5~~ **6.0** units/acre.  
115 c. Height: thirty-five (35) feet maximum.  
116 d. Setbacks shall be not less than:  
117 i. Street: thirty (30) feet;  
118 ii. Side: ten feet;  
119 iii. Rear: twenty-five (25) feet;  
120 iv. 100-year floodplain: ten feet.  
121 e. Parking: 1.8 spaces per unit minimum.
- 122 8. Parcel I—Residential (Townhouses).
- 123 a. Minimum land area: thirty (30) acres.  
124 b. Density: not to exceed 5.5 units/acre.  
125 c. Height: thirty-five (35) feet maximum.  
126 d. Setbacks shall be not less than:  
127 i. Street: thirty (30) feet;  
128 ii. Side: ten feet;  
129 iii. Rear: twenty-five (25) feet.  
130 e. Parking: 1.8 spaces per unit minimum.
- 131 9. Parcel J—Residential—Single-family Detached.
- 132 a. Minimum land area: eight acres.  
133 b. Density: not to exceed three units/acre.

- 134 c. Height: thirty-five (35) feet maximum.
- 135 d. Setbacks shall be not less than:
- 136 i. Street: thirty (30) feet;
- 137 ii. Side: ten feet;
- 138 iii. Rear: twenty-five (25) feet;
- 139 iv. 100-year floodplain: ten feet.
- 140 e. Lot area: ten thousand (10,000) square feet minimum.
- 141 f. Lot width: Interior lots: seventy (70) feet minimum;
- 142 Corner lots: eighty-five (85) feet minimum.
- 143 g. Parking: two spaces per unit minimum.
- 144 10. Parcel L—Residential.
- 145 a. Minimum land area: seven acres.
- 146 b. Density: not to exceed nine units/acre.
- 147 c. Height: thirty-five (35) feet maximum.
- 148 d. Distance between buildings: thirty (30) feet minimum.
- 149 e. Setbacks shall be not less than:
- 150 i. Front: twenty-five (25) feet;
- 151 ii. Side: ten feet;
- 152 iii. Rear: twenty-five (25) feet.
- 153 f. Parking: 1.8 spaces per unit minimum.
- 154 B. Building Entrance Location. All entrances to apartment buildings shall be no greater than eighty (80) feet from
- 155 a parking lot. Fire hydrants shall be installed as required by city policy.
- 156 C. Landscaping. A detailed landscaping plan shall be submitted with each phase of the development. Landscaping
- 157 shall generally be in accordance with the revised preliminary development plan—as approved by the planning
- 158 commission dated May 10, 2005.
- 159 D. Open Space. Open space shall be provided as shown on the revised preliminary development plan dated May
- 160 10, 2005. Details of open space, use, access, and development areas shall be shown on final development plans
- 161 for each phase of development.
- 162 E. Architectural Elevations. Architectural elevations for each building shall be submitted with final development
- 163 plans for each phase of development.
- 164 F. Subdivision Plat, Community Association, and Condominium Documents. A final subdivision plat shall be
- 165 submitted with final development plans for each parcel. The overall villages at Aydelotte Farm Community
- 166 Association documents regarding maintenance of open space identified, revised preliminary development plan
- 167 dated May 10, 2005 shall be approved by the planning commission and recorded with the final subdivision plat
- 168 for the first parcel of development. Individual condominium and homeowner's association documents shall be
- 169 approved by the planning commission and recorded for each parcel of development.
- 170 G. Signs. Signs shall be in accordance with Sections 17.216.060, 17.216.070 and 17.216.140 of this title.
- 171 H. Accessory Buildings and Structures.
- 172 1. No part of any accessory building or structure shall be located closer than five feet to a rear, side, or
- 173 floodplain line. On a corner lot, no accessory building shall be located closer than twenty-five (25) feet to
- 174 the curblineline of an abutting street.
- 175 2. No accessory building shall occupy more than fifty (50) percent of a required rear or side yard on a single-
- 176 family residential lot.

- 177 3. A swimming pool may be located in the side or rear yard no closer than twenty-five (25) feet to a street  
178 right-of-way. The combined total lot coverage of a swimming pool and all accessory buildings and  
179 structures shall not exceed seventy-five (75) percent of the required rear yard or side yard area.

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

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

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

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

191 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.  
192

193 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury  
194 held on the 16 day of December, 2024 and thereafter, a statement of the substance of the Ordinance having been  
195 published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 13  
196 day of January, 2025.

197  
198 **ATTEST:**

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200  
201 \_\_\_\_\_  
202 **Julie A. English, City Clerk**

201 \_\_\_\_\_  
202 **D'Shawn M. Doughty, City Council President**

203  
204 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
205  
206

207 \_\_\_\_\_  
208 **Randolph J. Taylor, Mayor**  
209  
210



To: Andy Kitzrow, City Administrator  
From: Amanda Rodriguez & Nick Voitiuc, Infrastructure and Development  
Date: 12/16/24  
Subject: Central Business District Density Text Amendment

Mr. Kitzrow,

In July of 2024, the Department of Infrastructure and Development (DID) received a request for text amendment to the City's zoning code to allow for an increase in the inherent residential density in the Central Business District (CBD) from 40 units per acre to 80 units per acre.

Over the subsequent months DID staff received many comments from the public both for and against the proposed text amendment and weighed them carefully. Staff assessed the alignment of the proposed change with previously approved City Plans. Staff repeatedly hosted the applicant at the DID office to discuss potential development scenarios that could follow in wake of the text amendment's potential approval. And staff efforted to consider the gamut of impacts, both positive and negative, that could ensue were the amendment to pass.

Staff ultimately concluded that while the proposed change would further development in the City's downtown in a way that could have a positive impact on the City, the proposal did not fully consider potential deleterious impacts stemming from the change. As such, Staff recommended that the Planning and Zoning Commission give the proposal an unfavorable recommendation.

The Planning and Zoning Commission heard from staff, from the applicant, and from members of the public in a public hearing in November. The Commission ended the November meeting with a favorable recommendation of the request by a 6-1 vote.

City staff forwards legislation incorporating the text change for the Council's consideration.



## Infrastructure and Development Staff Report

November 21, 2024

**Public Hearing – Text Amendment – To amend Title 17, Zoning, Section 17.24.040B.2.b. entitled “Density”**

### I. BACKGROUND INFORMATION:

Applicant/Owner: Michael P. Sullivan on behalf of Salisbury Town Center Apartments, LLC  
Nature of Request: Text Amendment to City of Salisbury Zoning Code, Chapter 17.24- Central Business District

### II. CODE REQUIREMENTS:

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission shall forward a recommendation within six (6) months of receipt of the application to the City Council. In accordance with the Salisbury Zoning Code the City Council shall also hold a public hearing before granting final approval to code text amendments.

### III. SUMMARY OF REQUEST:

Mr. Sullivan, on behalf of the owner, has submitted a request to amend Chapter 17.24.040B.2.b Central Business District to increase the inherent density in the Central Business District (CBD) from forty (40) units per acre to eighty (80) units per acre as follows with amendment in bold:

2. Density
  - a. Floor area for commercial or other uses shall not be used when computing density for dwelling units.
  - b. Inherent density shall not exceed ~~forty (40)~~ **eighty (80)** units per acre.
  - c. Increased density shall require a special exception from the Board of Appeals. In addition to consideration of the criteria required by Section 17.232.020, the board shall consider the criteria set forth in subsection (B)(4) of this section.

A copy of the request and a draft of the proposed ordinance is included. **(Attachments 1 & 2)**

### IV. DISCUSSION:

The City of Salisbury Code Chapter 17.228.020A provides the procedure for amendments to the Zoning Code, as follows:





# City of Salisbury

## A. *Planning Commission Review.*

1. *All applications for a zoning code text amendment or a district boundary change shall be made to the planning director, and any such amendment, supplement, modification, change or repeal shall be referred to the Salisbury planning commission for review and recommendation to the city council.*

*a. The planning commission shall cause such investigation and study to be made as it deems necessary to prepare a report containing the commission's recommendation to the city council.*

*b. The commission shall hold a public hearing and shall submit its report and recommendation to the city council within six months of receipt of such application.*

*c. If the planning commission fails to submit its report and recommendation within six months, any such proposed amendment, supplement, modification or change may be acted upon by the city council without benefit of such report or recommendation.*

2. *If there is any change in the request, such as enlargement of land area or change of zoning reclassification requested, after review and recommendation by the planning commission, the request shall be resubmitted to the planning commission for further review and recommendation prior to the city council's formal action on the request.*

3. *The planning commission shall make a recommendation. In the event that no recommendation is made, the commission's indecision or failure to forward a recommendation within six months shall be considered on balance as favorable to the proposed amendment, and a favorable recommendation shall be forwarded to city council.*

The applicant proposes to make only one amendment to Ch 17.24.040.B.2.b., deleting the word "forty" (40), and replacing it with "eighty" (80). (**Attachment 1**)

## V. **PLANNING AND ZONING EVALUATION:**

The existing Comprehensive Plan promotes future land use within the Central Business District as mixed-use development and redevelopment activities that bolster downtown's role as the home of government, retail business, entertainment, residential, medical center and waterfront recreation.

According to City maps, the Central Business District comprises approximately 200 mapped lots across 77.5 acres of land. The uses in the District are a mixture of business, mercantile, health care, entertainment, residential, and publicly owned lands. City records indicate that there are 291 residential units in the CBD. Therefore, the residential housing stock in the CBD currently exists at a density of 3.75 units per acre for the entire district. This calculation includes all public lands, including roads and public right-of-way's so the overall density of developed parcels is actually higher.

Department of Infrastructure & Development  
125 N. Division St., #202 Salisbury, MD 21801  
410-548-3170 (fax) 410-548-3107  
[www.salisbury.md](http://www.salisbury.md)

Densities for individual parcels range from 0.84 units per acre located at 224 West Main Street to 144.36 units per acre for the property at 130 – 144 East Main Street. While conversations about “downtown” often center on the Main Street/Division Street “core” neighborhood, the CBD is actually an extremely expansive area. Below is a map indicating the entire encompassed area of the CBD (in red):



The CBD has historically hosted mixed with primarily commercial and professional services but also residential uses. The application provides a helpful chart showing all of the existing buildings within the CBD that have residential density greater than 40 units per acre. The chart indicates that there are currently nine such buildings. Seven of them have between two and eight units, the Powell Building has 20 units, and The Ross has 101 units. The eight units besides the Ross are less than 80 units per acre as the application notes. This small roster of above-40-unit density buildings indicates that is not a recent history of high capacity residential buildings in the CBD as the Ross was only constructed in the past few years. The influx of new, large, high density buildings that this proposal can be expected to facilitate will be a departure from how residential uses have existed in the CBD in recent history.

Increasing the allowable inherent density to 80 units per acre would, in a maximum build out scenario (if every mapped parcel had residential units built on them, to the highest allowable density) allow for up to **6,200** residential units to be built in the CBD. While such a maximum build out is neither



# City of Salisbury

likely nor practical, *this change in code would allow for an increase in residential units in the CBD greater than the populations of either Fruitland or Delmar.*

As the proposed allowable **6,200** residential units is not reasonable to project as a likely outcome for a number of reasons (for instance: the presence of government buildings which are not likely to be sold and developed – though the County Health Department building is currently in the midst of this exact scenario), City staff worked with the applicant to workshop reasonably projectable development scenarios that could ensue as a result of this proposed change from 40 unit density to 80 unit density. An email discussion summarizing the projected project unit counts is included as an attachment.

A short-term scenario of imminently developable projects (surplused City lots, projects that have submitted development plans) identified 603 units (rounded to **600** units for simplicity's sake in this report) likely to be developed within the coming 5-10 years. A medium-term scenario of lots that are not currently "in the pipeline" for development but could very reasonably enter it (noted by the applicant during discussions as developable within 30-50 years, but more likely [in staff's opinion] in 10-20 years) identified 2,110 reasonably developable units (rounded to **2000** units for simplicity's sake in this report).

These scenarios, while inherently more speculative than focusing on the fact that the change will allow for over 6,000 units to be developed within the CBD as of right, provide digestible lookaheads for development and its significant, broad-ranging impacts in and beyond the CBD were the proposed change to the code be allowed.

While encouraging residential use in the CBD is reflected in the City's adopted 2010 Comprehensive Plan, the Plan also states that the CBD ought to have a wide variety of other uses. Effecting a change in code to dramatically increase the percentage of the built "volume" of the CBD would arguably crowd out and minimize the other uses downtown, as the code change intends to double the allowable residential units in the CBD without making any provisions for increasing the various uses planned for the CBD. By encouraging a relatively lower diversity of uses in the CBD through this crowding effect that results from increasing only one use (and drastically), the proposed code change does not further to the goal of a wide variety of uses in the Comprehensive Plan.

The 2016 Downtown Master Plan (EnvisionSBY) similarly states as an objective that the City should encourage "vibrant mixed-use" downtown. Another goal is to "increase the amount of commercial by 100,000 square feet", which providing for a law change to increase *only residential* uses does not accomplish. A proposed code change aligned with the Plan would include language requiring the variety of uses that the Plan spells out in its goals. Another goal in the plan is to "Remove 25 percent of the impervious area" downtown. Proposing a code change that only encourages building more, without adding or enhancing requirements as to how much green space must be included in developments to replace impervious area, does not align with the Downtown Master Plan. There should be a requirement of at a minimum 25% of impervious area to green space conversion during any new projects utilizing any proposed increase in density (or, arguably, any new development projects at all.)



The biggest concern with the application is that it does not provide an assessment of potential impacts of a doubling of inherent residential density within the entirety of the Central Business District. The most significant impact assessment supplied is a parking study performed last year; however, that study only discussed impacts of a single project being built rather than wide-ranging, large scale development of residential projects within the CBD. A full study of all possible impacts should be provided by any applicant prior to any major proposed change to the zoning code such as this. In the absence of an applicant-supplied impact study, City has attempted to do this work with available information and resources. The City's findings are as follows:

- a. Parking: Parking demand is a function of density. At present, Chapter 17.24 does not include a parking standard for the Central Business District. That said --Chapter 17.196. Parking Standards --does provide for parking guidance for the CBD as well as the Riverfront Redevelopment Districts. Per the text, a formal parking recommendation is required to be made on a case-by-case basis by the Planning Commission. That recommendation requires analysis based on the proposed density, the elimination of existing parking, if any, within the CBD. In recent years, the city has sold most of its surface parking subject to in-fill development. As such, the parking model has become both deeply restrictive and defined. At present, only one site exists for a parking garage to replace the previous surface parking and provide additional spaces to accommodate the new proposed density. Based on simple calculations, the proposed garage is grossly insufficient to support even the existing allowable density without any regard to any increase in density.

As mentioned earlier in the report, the parking study referenced in the application does not account for the parking demand of the up to 2000 units anticipated to come of this proposed density increase. The study only accounts for the new building project referenced at length in the application, STCA, which only adds approximately 220 new units. Further, the study does not account for all of the surface parking lots, which are currently still in use despite being slated for development, leaving the parking supply in the near future. The new proposed City-owned garage, expected to provide approximately 450 new spaces, will not possibly come close to meeting the demand of all the new developments that will come with approval of the proposed amendment. A detailed parking study for the entirety of the CBD would help provide clarity on the matter and is absolutely necessary before approving a change like that proposed. A rough look at the demand created by 600-2000 new units would lead to the need of a *second* if not a *third additional* garage at similar size. Such projects falling on the City dime would cost at least \$10 million-\$50 million dollars. Supposing the City could obtain funding for these structures, the question becomes is there even available City-owned land in the CBD for the City to build such structures upon, which *there is not*.

- b. Emergency Services: Additional calls for Police, Fire, and EMS would be expected to increase. Given the capacity of the existing Fire and Police Departments, an increased call volume could place additional stressors on the City's existing staff and resources. For example, an increase of 600 units within the CBD could equate to an average of 1200 new





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- c. residents, roughly assuming 2 residents per unit. The average SFD call frequency is roughly .12 calls per 100 people/month, which would mean an estimated increase of 144 monthly calls for service. At 2000 additional units (4000 additional residents) there could be an increase of 480 calls per month to the CBD. This volume of calls would likely lead to hundreds of thousands of dollars a year of new expenses for the City in additional personnel and equipment, a fact which the application has not studied at even a cursory level. Similar demand increases for SPD services in the CBD could produce a similar cost increase to the City's taxpayers.
- d. Traffic and Road Infrastructure: Additional housing density would invariably lead to increased traffic in the Central Business District. Using the same example of 600 additional units being built housing 1200 additional residents, there would be a like number of new vehicles being parked in the CBD daily. The new residents would naturally be making trips in and out of the CBD every day for work, school, shopping and/or recreation, likely resulting in longer traffic queues at all of the main intersections around the perimeter of the CBD. Spillover effects of increased traffic could include longer commute times, increased street level pollution negatively impacting pedestrians, and a more challenging environment for emergency services vehicles. More detailed data is not available at this time as a traffic impact study analyzing a large scale build out of the CBD at 80 units per acre was not part of the application.
- e. Water and Sewer Infrastructure: Increasing the number of residential units would lead to an increased burden on the City's water and sewer systems including pipes in the streets of the CBD and also lift stations around the CBD. Currently, two pump stations (Mill Street and Southside) and one lift station (Fitzwater) serve the CBD. Impacts to the Mill Street station, which currently takes in roughly 80% of the CBD's sewer flow need to be considered. The station is currently operating at roughly 2/3 capacity and an increase of 600 units would bring the station and its force main to capacity. An increase to 2000 units would absolutely require costly upgrades to the force main and the pump station which would incur an additional cost of millions of dollars in infrastructure improvements. Following the current alignment's non-perpendicular crossing of Route 50 would create even greater constructability challenges than a typical crossing would. Extensive study into this issue would be needed to fully hash out possible repercussions and costs.

Although the Wastewater Treatment Plant recently underwent a multi-million-dollar expansion and upgrade, the additional water and sewer capacity requirement for a dense buildout of the CBD could impose a significant burden on the plant's capacity. Further, the recent adoption of a County Sewer Plan to address widespread failing septic systems will already be adding continuously increasing stressors to the WWTP, though the magnitude cannot yet be defined. It is however bound to be significant as the County Sewer System expands. The Water Resources element within the 2010 Comprehensive Plan states that the upgrades to the plant are sufficient to serve the total projected demand through 2030, even factoring in aggressive population growth in the City of up to 40,000 people. Pipes and structures within the streets of the CBD, both for water and sewer, are often approaching 100 years old or older and may be considered undersized



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for the capacity needed if development increases dramatically. Extensive study is appropriate before any significant change to density is made.

- f. **Stormwater Management:** Stormwater and flooding issues are already significant problems in parts of the CBD, most obviously in the Lake Street/Fitzwater area in the western part of the CBD. Changing code related to the CBD would ideally also include provisions that lead to more comprehensive stormwater management for the district. Comprehensive upgrade requirements could lead to lesser impacts on the CBD, however no such code change has been proposed as part of this application. It is worth noting however that generally, denser construction can be a useful component for mitigating storm impacts as larger buildings tend to be more resilient due to their size and heft.
- g. **Schools, Parks, and Public Structures:** There would be an expected increase in demand on the public school system with an increase in residential density. According to the Wicomico County Board of Education, most schools in the area are approaching or are over maximum capacity. According to the National Association of Home Builders, the average school seat demand per 100 housing units is 41 students; for new multifamily developments (the most likely type of CBD housing development with a significant increase in density) the demand figure is lower at 22 students per 100 units. Using the more conservative figure, the projected development figures of 600 units and 2000 units could reasonably lead to a new demand from the CBD of at least 132 school seats and as many as 440 school seats. With the school system being at or over capacity currently, the increase would likely lead to the need for multimillion-dollar capital projects to significantly expand existing schools or construct new schools.

Park space in the CBD is currently limited to just a few facilities including Unity Square, the River Walk, and the Bark Park. While the facilities do not appear to be overtaxed currently, a substantial increase in housing units in the CBD may lead to crowding and difficulty for residents to access. Changing code to encourage increased housing density without changing code to provide adequate public facilities for the increased population may reduce the opportunities for new and existing residents and visitors to the CBD to utilize the CBD's public facilities as a result of crowding.

The most significantly impacted public structure will be the City's parking garage, which will see increased (surplus) demand due to expansive new development at 80 units per acre. This impact is discussed more in the parking section.

- h. **Environmentally Sensitive Areas (Chesapeake Bay Critical Area, Floodplain, etc.):** The entire CBD is situated in the Chesapeake Bay Critical Area Intensely Developed Area (CBCA IDA) overlay district. The CBCA IDA is a State of Maryland developed mapping resource which identifies sensitive tidal water areas where development may have an outsized environmental impact. In addition, much of the CBD falls within FEMA's identified floodplain. New development within these sensitive areas is generally discouraged and requires additional site mitigation, reviews, and approvals by State and Federal agencies.



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- i. Specifically, the 2010 Comprehensive Plan states that “Development in sensitive areas, such as forests, wetlands, and floodplains should be minimized in an effort to reduce the growth-related impacts to the environment.” In this regard, the application does not align with this important Comprehensive Plan goal of reducing environmental impact.
- j. Historic Structures: The CBD largely overlays with the Downtown Historic District. Projects involving changes to existing structures as well as new construction require review and approval by the City’s Historic Commission. The Commission makes great efforts to both maintain the neighborhood’s historic character but also to allow for projects to move forward. With a significant number of large-scale projects, replicating or referencing the historical nature of the CBD may be a challenge and there is a likelihood of distinct changes to the appearance and character of the CBD ensuing as a result of this change. As an example, the Ross building, while incorporating some historic elements and having garnered Commission approval, exhibits a scale and massing that stands out significantly from the majority of other buildings in the CBD. Multiple new large-scale projects that ensue could similarly and more substantially alter the character of the CBD and consideration should be given to code changes that strengthen aesthetic controls over developments while also encouraging the developments to continue.
- k. Other Impacts: Large scale vertical developments within the low-rise CBD will be more likely with an increase in inherent density. A variety of impacts not previously discussed will result from such a development pattern. For instance, increased shadows from tall structures will impact existing buildings and pedestrians by reducing hours per day of sun light availability. Shadow studies are typically performed in conjunction with changes of this sort but none has been performed here. A frequent result of shadow studies is new, tiered setback requirements as structures rise to allow for mitigation of shadow impacts. Similar to shadows, air flow into a neighborhood is impacted as large buildings are constructed in place of existing open spaces. While the development of projects is beneficial it is important to carefully study all the impacts that likely projects may cause and incorporate protections and mitigation methods into code, which has not been done here. Other likely impacts from increased building size and density are light pollution and noise pollution; these impacts have not been studied.
- l. Spillover Impacts: Besides impacts to the CBD itself, the proposal has the potential to deleteriously impact neighborhoods adjoining the CBD. Many of the impacts that can be expected in the CBD are also likely in these neighborhoods. For instance, a shortage of parking supply in the CBD will invariably lead to visitors to the CBD parking in adjoining residential neighborhoods such as the Newtown neighborhood across Route 50. This may negatively impact the ability to residents and their visitors to park near their homes; however, without a parking study that addresses those spillover impacts it is impossible to say how much excess street parking capacity there may be in that and other adjoining neighborhoods. Further, without survey data of visitors to the CBD it is difficult to guess whether challenges parking within the CBD would lead to spillover into other neighborhoods or to visitors simply not coming to the CBD in the first place. The



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- m. historically disadvantaged neighborhood of California, included partially on the western side of the CBD and partially in the Riverfront Redevelopment District could become even more underserved over time as amenities and services are stretched to capacity by increased density in the CBD. ~~There is also the potential loss of community, as new residential projects come online with a target market and force out the families and cultural groups that exist currently within the CBD and RRMUD.~~ Other CBD-abutting neighborhoods that could experience spillover impacts are Newtown and Camden, two largely singlefamily residential neighborhoods. Besides parking impacts the neighborhoods could also experience traffic impacts and quality of life impacts such as noise, light pollution, and shadows.

While an increase in residential occupancy and density can align with goals of the 2010 Comprehensive Plan, the Downtown Master Plan, and the Metro Core Plan, it has been mentioned earlier that the proposed amendment presents a number of conflicts with these Plans. Dramatically increasing residential use alone can have a “crowding out” effect on other uses on a per capita basis. The proposal also conflicts with goals of not developing in environmentally sensitive areas.

~~Further conflicts can be identified when reviewing these Plans. The Metro Core Plan mentions “providing additional open space” in its “CBD Objectives” section. The amendment would codify the ability for developers to utilize open space to build up residential structures and make this much more likely to occur but it does not add any requirements or set asides for preserving open space in the CBD and so it is effectively in conflict with this aspect of the Metro Core Plan in regards to this open space oriented objective.~~

The Metro Core Plan states that “rigid standards such as residential density...be replaced by general development standards that permit flexibility.” The approval of a text amendment to reinforce a density standard, and in fact to make much of the growth of the CBD a product of this new proposed density standard, does not align with this portion of the Metro Core Plan. The opposite it true – it underscores a commitment from the City to set its land use parameters on in way that is in conflict with the Plan.

Within the Central Business District, the City has several goals. First, support growth which complements the size, proportion and general architecture of the existing CBD. In that process, however, we seek to preserve accessibility and convenience. Both residential and commercial occupancies offer a sense of community and vibrancy to the CBD, but residential density increases need to be supported and guided by a host of amenities that make it both convenient and livable. If those elements are not managed well, that occupancy will find alternatives and the desired development in the CBD will be stymied. In short, if done poorly -residents move, and businesses fail. A path that is hard to cure once executed. Parking is an especially meaningful component of that equation on both fronts.





#### **D. RECOMMENDATION:**

Without reviewing a comprehensive analysis of possible impacts both to the CBD and to abutting neighborhoods we cannot accurately predict the impacts this increase would have on the future of the CBD and other neighborhoods. Existing businesses and residences would be impacted at an unknown scale for the reasons discussed in this report. A density increase *as proposed* does not fully align with the goals of either the Downtown Master Plan or the Comprehensive Plan.

As such, staff cannot support the current text amendment but looks forward to a revised amendment request that incorporates thorough studies of and sensible solutions to parking and other impacts that can be expected to arise as such a change is made. The desire is for a change to code that fully aligns with adopted Plans and that both promotes downtown development but also considers and codifies methods to mitigate the fully assessed consequences of such an action.

**SALISBURY TOWN CENTER APARTMENTS, LLC**

c/o Michael P. Sullivan  
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Salisbury, Maryland 21801  
mike@ggibuilds.com

July 12, 2024

**VIA HAND-DELIVERY**

Amanda Rodriguez, City Planner  
City of Salisbury  
Department of Infrastructure & Development  
125 N. Division Street, Suite 301  
Salisbury, Maryland 21801

**Re: Request for Text Amendment – Chapter 17.24 of the City of Salisbury Municipal Code**

Dear Ms. Rodriguez:

On behalf of Salisbury Town Center Apartments, LLC (“STCA”), please accept this letter as a Request Text Amendment to Chapter 17.24 of the City of Salisbury Municipal Code (the “City Code”), which governs the use and standards for development of property located in the City of Salisbury (the “City”) zoning district designated the “Central Business District” (“CBD”).

STCA is the owner of four parcels (4) parcels of land located on Circle Avenue and W. Market Street, respectively, identified as follows:

1. Map 0107, Grid 0014, Parcel 1071, Lot 3; being more particularly described as “L-3; 42,024 SQFT 131 CIRCLE AVENUE RESUB SALISBURY TOWN CENTER” and having a premises address of 131 Circle Avenue, Salisbury, Maryland 21801 (Maryland State Tax No.: 13-057745) (“Lot 3”);
2. Map 0107, Grid 0020, Parcel 1074, Lot 4; being more particularly described as “L-4; 18,433 SQFT 121 CIRCLE AVENUE RESUB SALISBURY TOWN CENTER” and having a premises address of 121 Circle Avenue, Salisbury, Maryland 21801 (Maryland State Tax No.: 09-060987) (“Lot 4”);
3. Map 0107, Grid 0020, Parcel 1077, Lot 5; being more particularly described as “L-5; 1.08 AC 118 CIRCLE AVENUE RESUB SALISBURY TOWN CENTER” and having a premises address of 118 Circle Avenue, Salisbury, Maryland 21801 (Maryland State Tax No.: 09-055207) (“Lot 5”); and,
4. Map 0107, Grid 0020, Parcel 1066, Lot 6; being more particularly described as “L-6; 19,900 SQFT 149 W MARKET STREET RESUB SALISBURY TOWN CENTER” and having a premises address of 149 W. Market Street, Salisbury, Maryland 21801 (Maryland State Tax No.: 09-052534) (“Lot 6”) (Lot 3, Lot 4, Lot 5 and Lot 6 are hereinafter referred to collectively as the “STCA Lots”).

In the aggregate, the STCA Lots consist of 2.93+/- acres of land more or less. The STCA lots are located in Downtown City of Salisbury and zoned CBD.

Pursuant to Section 17.24.010(C) of the City Code, the purpose of the CBD is:

... [T]o maintain and strengthen the role of the downtown area as the community and regional center for a broad range of governmental, cultural, institutional, professional, business, service and retail activities; to enhance the vitality of the downtown by encouraging residential uses; to continue to carry out and implement the recommendations contained in adopted plans and studies for development of the CBD; and to assure that improvements made using public funds are utilized to the greatest extent possible for the benefit of the public in further development of the downtown area.

Section 17.24.030(B) of the City Code identifies the uses of property inherently permitted in the follows:

- (1) Apartments above the first floor, apartment buildings, motels, hotels and single-family attached dwellings;
- (2) Business uses and offices, including insurance, real estate and financial offices;
- (3) Broadcasting, television and communication facilities, including accessory antennas and towers;
- (4) Cultural uses, such as museums, libraries, meeting rooms, theaters and convention facilities;
- (5) Governmental uses, such as federal, state, county, city administrative offices, court and detention facilities, the post office, fire station and police station;
- (6) Institutional uses, such as hospitals, care homes, churches and nursing homes;
- (7) Light manufacturing and assembly conducted entirely within a building;
- (8) Parking lot or structure;
- (9) Printing and publishing establishment;
- (10) Professional uses, including medical, legal, engineering, surveying and architectural offices and facilities;
- (11) Promotional activities, including displays, rallies, circuses, carnivals, shows, fundraising activities by church groups or service organizations and similar activities;
- (12) Retail activities, such as, but not limited to, department stores, variety stores, specialty shops, boutiques, restaurants (all types), nightclubs, bars and dance halls, saunas, health clubs, marinas, boat ramps, indoor recreational establishments and swimming pools as an accessory use;
- (13) Facilities for public and private utilities, including but not limited to, telephone, electric and municipal utility stations;
- (14) Warehousing as an accessory to and on the same premises with the principal business for the sale of merchandise within the CBD;
- (15) Day-care center as a permitted use or day-care services for employees or patrons of a permitted use as an accessory use; and,
- (16) Group domiciliary care facility.

Section 17.24.040 of the City sets forth the minimum development standards for the development of property located in the CBD, including standards governing: minimum lot size (*see* Section 17.24.040(A)); setback, height and density (*see* Section 17.24.040(B)); open space and landscaping (*see* Section 17.24.040(C)); parking (*see* Section 17.24.040(D)); building and development restrictions (*see* Section 17.24.040(E)); and, signage (*see* Section 17.24.040(F)).

Section 17.04.120 of the City Code defines "density" as "the maximum number of dwelling units which are permitted in a given area". A "dwelling unit" is defined as "a single unit providing complete independent facilities for occupancy by one family and containing permanent provisions for living, sleeping, eating, cooking and sanitation (bathroom)."<sup>1</sup> With respect to the density of development permitted in CBD, Section 17.24.040(B)(2) provides:

2. Density.
  - a. Floor area for commercial or other uses shall not be used when computing density for dwelling units.
  - b. Inherent density shall not exceed forty (40) Units per acre.

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<sup>1</sup> Under Section 17.04.120 of the City Code, an "apartment" is defined as: "a dwelling unit, as defined herein."

- c. Increased density shall require a special exception from the Board of Appeals. In addition to consideration of the criteria required by Section 17.232.020, the board shall consider the criteria set forth in subsection (B)(4) of this section.<sup>2</sup>

Accordingly, given the definition of “density” under Section 17.04.120, the density standards set forth in Section 17.24.040(B)(2) apply to the development of property in the CBD for residential uses only – namely, “apartments above the first floor, apartment buildings ... and single-family attached dwellings.” (See Section 17.24.030).

### **The City’s Strategic Objectives for Redevelopment Plans & the Density of Existing Residential Properties in the CBD:**

For nearly sixty years, the City has pursued plans and policies that would support, and ultimately result in, the redevelopment of surface parking lots formerly owned by the City, located in Downtown Salisbury and zoned CBD. In 1965, the City adopted “The 1965 Plan for Growth in Salisbury and Wicomico County” which called for the urban redevelopment of the surface parking lots formerly known as “Lot 1” and “Lot 11” and now identified as “Lot 3”, “Lot 4” and “Lot 5” (as defined hereinabove). In 2001, the City commissioned a study by Hyett Palma, Inc. of the National League of Cities (the “Hyett Palma Study”) to provide the City with policy recommendations and strategic planning objectives for the redevelopment of Downtown Salisbury. The Hyett Palma Study specifically recommended: (i) the redevelopment of the Downtown Salisbury surface parking lots for residential and mixed-use purposes; and, (ii) the development of a parking garage on a portion of surface parking lot formerly known as “Lot 1” and now identified as Map 0107, Grid 0020, Parcel 1075, Lot 2 (124 Camden Street, Salisbury, Maryland 21801; Maryland State Tax No.: 09-061029) (“Lot 2”). (See Hyett Palma Study, pgs. 21, 26 and 31).

Following the Hyett Palma Study, the City of Salisbury approved and adopted the stated objectives of the twenty year (2015-2035) Envision Salisbury Master Plan (the “Downtown Master Plan”). (See Resolution No. 2600). In approving the and adopting the Downtown Master Plan, Resolution No. 2600 provided in pertinent part: “the overall vision for the City of Salisbury is to promote the Downtown of the City as the epicenter for the continued growth of Salisbury, as well as growing the attractiveness of the infrastructure created with community resources, while maintaining the inherent beauty of the area’s environment.” The Downtown Master Plan is “the culmination of nearly two years of work and partnership between City officials, local residents, architecture and urban planning undergraduate and graduate students, faculty, businesses, non-profits and many, many more. More than 2,500 individuals participated in tours, workshops 3<sup>rd</sup> Friday critiques, visits to College Park and other opportunities to be heard in this democratic process – a process unlike most other government-led planning processes.” (See Resolution No. 2600).

As recommended by the Hyett Palma Study and, later on, described in great detail throughout the Downtown Master Plan, the City – over the course of several different administrations – surplused and sold the Downtown surface parking lots to private parties for the development of residential and mixed-use projects located thereon, subject to the terms and conditions (and development requirements directed by the City) set forth in land disposition agreements by and between the City and the respective private developers, including: the STCA lots; the surface parking lot known as “Lot 30”; the surface parking lot known as “Lot 10”; and the surface parking lots known as “Lot 3” and “Lot 16”. Every project proposed for development on the surface parking lots the City declared surplus (as no longer needed for a public use) and, accordingly, sold by the City call for development in excess of forty (40) units per acre on the respective CBD-zoned properties, as such development on the disposed surface parking lots is expressly (i) recommended in the Hyett Palma Study and (ii) identified as strategic objectives of the City in the Downtown Master Plan.

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<sup>2</sup> Currently, the City is involved in a matter of litigation, before the Circuit Court for Wicomico County and captioned *In the Matter of Salisbury Town Center Apartments, LLC* (Case No. C-22-CV-23-000357), in which a group of third-parties have challenged the legality of Section 17.24.040(B)(2)(c) and the authority of the City of Salisbury’s Board Appeals to grant an owner of property zoned CBD a special exception to increase the density for development of property above forty (40) units per acre. In the event the third-parties prevail in their challenge to Section 17.24.040(B)(2)(c), the density for development of property zoned CBD can never exceed forty (40) units per acre as their would be no viable method available to any owner of property zoned CBD to increase density above forty (40) units per acre for the development of their property.

As shown in the chart provided below, throughout the CBD, there are properties used for residential purposes having a density in excess of the forty (40) units per acre standard set forth in Section 17.24.040(B) of the City Code:

Property Address	# of Units at Property	Land Size of Property	Density (# of Units per Acre)
218 W. Main Street	20	13,186 square feet	64 Units per Acre (24 Units above CBD Density Standard)
146 W. Market Street	2	1,444 square feet	60 Units per Acre (20 Units above CBD Density Standard)
100 W. Main Street	6	3,322 square feet	78 Units per Acre (38 Units above CBD Density Standard)
117 W. Main Street	8	5,501 square feet	63 Units per Acre (23 Units above CBD Density Standard)
113 W. Main Street	4	2,912 square feet	59 Units per Acre (19 Units above CBD Density Standard)
235 W. Main Street	4	2,951 square feet	59 Units per Acre (19 Units above CBD Density Standard)
239a W. Main Street	2	1,590 square feet	54 Units per Acre (14 Units above CBD Density Standard)
243 W. Main Street	2	1,755 square feet	49 Units per Acre (9 Units above CBD Density Standard)
The Ross	101	25,649 square feet	340 Units per Acre (300 Units above CBD Density Standard) <sup>3</sup>
Salisbury Town Center	220 (as proposed)	2.92 acres	77 Units per Acre (as proposed 37 Units above CBD Density Standard)

**Development of the Salisbury Town Center Project & Proposed Text Amendment to Section 17.24.040(B)(2)(A):**

In accordance with the terms and conditions set forth in Amended and Restated Land Disposition Agreement, dated June 20, 2023 (the “Town Center LDA”), by and between the City and STCA, as expressly approved by the City under Resolution No. 3263, STCA’s development plan for the STCA Lots calls for the redevelopment of the STCA Lots into a vibrant mixed-use project that, when finished, will consist of:

- One (1) four-story apartment building, complete with thirty-four (34) luxury-style apartments and consisting of a mix of one-bedroom, two-bedroom and three-bedroom units, to be constructed on “Lot 6”;
- One (1) four-story apartment building, complete with one hundred three (103) luxury-style apartments and consisting of a mix of one-bedroom, two-bedroom and three-bedroom units, to be constructed on “Lot 3” (72 apartment units) and a portion of “Lot 4” (31 apartment units);

<sup>3</sup> Pursuant to Section 17.24.040(B)(2)(c), the City’s Board of Appeals, at its April 10, 2019 Meeting, granted First Move Properties, LLC (the developer of The Ross) a special exception for increased density above the forty (40) units per acre standard set forth in Section 17.24.040(B)(2)(b).

- One (1) four-story apartment building, complete with eighty-five (85) luxury-style apartments, consisting of a mix of one-bedroom, two-bedroom and three-bedroom units, to be constructed on “Lot 5”; and,
- A one-story building, planned for commercial-retail use, to be constructed on “Lot 4” (collectively the “Town Center Project”).

As planned, the Town Center Project calls for a development density of seventy-seven (77) units per acre. By its adoption of Resolution No. 3263 and approval and execution of the Town Center LDA, the City determined the Town Center Project:

- Represents the best and most economically viable use of the subject property;
- Reflects the strategic objectives for development in the City’s Downtown comprehensively detailed in the Downtown Master Plan approved by the City on March 17, 2016 (*see* Resolution No. 2600) and the intentions for development in Downtown Salisbury established by the City as far back as 1965, with the City’s adoption of the “1965 Plan for Growth in Salisbury and Wicomico County”;
- “[W]ill bring the City’s longstanding goal of repurposing the surplus surface parking lots known as Lots 1, 11 and Lot 15 into reality and will dramatically enhance the cityscape and skyline of Downtown Salisbury for generations to come” (*See* Department of Community Housing and Development (DHCD), State Revitalization Programs Application FY2024, CL-2024-Salisbury-00622, pg. 2, July 28, 2023, approved by DHCD and awarded to the City (the “DHCD Revitalization Grant”)); and,
- Adheres to, and is in compliance with, the development conditions imposed by the City and set forth in the A&R LDA, as well as and the Preliminary Site Plan for the Town Center Project prepared by STCA, in compliance with the development conditions contained in the A&R LDA, and approved by the Planning Commission at its July 20, 2023 meeting.

Development of the Town Center Project (along with the other projects planned for the Downtown surface parking lots that have been surplus and sold by the City), in accordance with the terms and conditions of the Town Center LDA, will have a density beyond the forty (40) units per acre inherently permitted in the CBD. Accordingly, to resolve that inconsistency (as well as the inconsistencies existing with respect to the over-density of existing properties in the CBD (*see* chart provided hereinabove)), STCA requests the following text amendment to Section 17.24.040(B)(2)(a):

Section 17.24.040 (Development Standards) be amended by deleting the crossed-out language and adding the bolded and underlined language as follows:

2. Density
  - a. Floor area for commercial or other uses shall not be used when computing density for dwelling units.
  - b. Inherent density shall not exceed ~~forty (40)~~ **eighty (80)** units per acre.
  - c. Increased density shall require a special exception from the Board of Appeals. In addition to consideration of the criteria required by Section 17.232.020, the board shall consider the criteria set forth in subsection (B)(4) of this section.

The text amendment to Section 17.24.040 proposed hereinabove (as more particularly set forth in the draft Ordinance attached hereto and incorporated herein as *Exhibit A*):

- Is limited to property zoned CBD;
- Provides for the very-type of redevelopment in Downtown Salisbury the City has (A) determined and approved as the strategic development objectives for Downtown Salisbury, and (B) directed under the lot disposition agreements for the sale and development of the surface parking lots the City declared surplus and, thereafter, sold to STCA and other private parties (*see* the Hyett Palma Study; *see also* Resolution No. 2600; *see also* the Downtown Master Plan; *see also* Resolution No. 3263; *see also* the Town Center LDA; *see also* the “DHCD Revitalization Grant”; *see also* City of Salisbury Department of Infrastructure and Development (“City DID”), Staff Report, dated July 20, 2023, Project No. 22-033

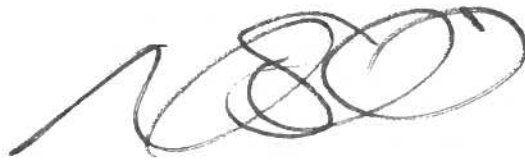
(attached hereto and incorporated herein as *Exhibit B*); and, *see also* City DID, Staff Report, dated November 2, 2023, Case No. 22-033 (attached hereto and incorporated herein as *Exhibit C*); and,

- Resolves all the existing inconsistencies and non-conformities of properties that have been developed and redeveloped for residential uses with a density above forty (40) units per acre (*see* chart provided hereinabove), with The Ross as the only density-exception in the CBD.

To assist your review of this Request for Text Amendment: enclosed please find a draft Ordinance (*see Exhibit A*) setting forth the amendment to Section 17.24.040(B)(2)(a) of the City Code referenced hereinabove. Also, enclosed please find a check in the amount of \$500.00, made payable to the City of Salisbury, for payment of Request for Text Amendment application fee. If you have any questions regarding this Request for Text Amendment submitted on behalf of STCA, or any of the information provided hereinabove, please contact me at your convenience.

On behalf of STCA and myself, thank you for your and the City DID team's review and processing of this Request for Text Amendment.

Sincerely,



Michael P. Sullivan

Cc (w/ enclosures):

Salisbury Town Center Apartments, LLC  
Randolph J. Taylor, Mayor, City of Salisbury  
Andrew Kitzrow, City Administrator, City of Salisbury  
City of Salisbury City Councilmembers  
Charles "Chip" Dashiell, Esq., Chairman, City of Salisbury Planning & Zoning Commission  
Laura Ryan, Esq., City of Salisbury, Department of Law

ORDINANCE NO. \_\_\_

**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND, AMENDING SECTION 17.24.040 TO INCREASE THE INHERENT DENSITY PERMITTED FOR THE DEVELOPMENT AND REDEVELOPMENT OF PROPERTY LOCATED IN THE CENTRAL BUSINESS ZONING DISTRICT.**

**WHEREAS**, the ongoing application, administration and enforcement of Chapter 17 (Zoning) of the City Code of the City of Salisbury (the "**Salisbury City Code**") demonstrates a need for its periodic review, evaluation and amendment, in order to keep the provisions of Chapter 17 current, comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the "**City**");

**WHEREAS**, the Mayor and Council of the City of Salisbury (the "**Mayor and Council**") are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

**WHEREAS**, the Mayor and Council may amend Chapter 17 (Zoning) of the Salisbury City Code pursuant to the authority granted by MD Code, Land Use, § 4-102, subject to the provisions set forth in Section 17.228.020 of the Salisbury City Code;

**WHEREAS**, Section 17.24.040 of the Salisbury City Code sets forth the development standards of property located in the Central Business District, including the inherent density for property developed for residential purpose(s);

**WHEREAS**, the Mayor and Council find that amending Section 17.24.040 of the Salisbury City Code to change the inherent density permitted for development in the Central Business District will bring non-conforming properties located in the Central Business District in compliance with the development standards set forth in Section 17.24.040, increase impact economic activities and promote private investment within Downtown Salisbury area, and further the City's longstanding objectives, identified in the Envision Salisbury Master Plan adopted via Resolution No. 2600, for the redevelopment of Downtown Salisbury as the epicenter for the continued growth of Salisbury;

**WHEREAS**, pursuant to Section 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code shall be referred to the Salisbury Planning and Zoning Commission (the "**Planning Commission**"), for review and recommendation, prior to the passage of an ordinance amending Chapter 17 (Zoning) of the Salisbury City Code;

**WHEREAS**, a public hearing on the proposed amendments to Section 17.24.040 of the Salisbury City Code set forth herein was held by the Planning Commission, on August \_\_, 2024, in accordance with the provisions of Section 17.228.020 of the Salisbury City Code;

**WHEREAS**, at the conclusion of its August \_\_, 2024 meeting, the Planning Commission recommended, by a vote of \_\_ - \_\_, that the amendments to Section 17.24.040 of the Salisbury City Code set forth herein be approved by the Mayor and Council; and

**WHEREAS**, the Mayor and Council have determined that the amendments to Section 17.24.040 of the Salisbury City Code shall be adopted as set forth herein.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, that Chapter 17 of the Salisbury City Code be and is hereby amended as follows:

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47 **Section 1.** Section 17.24.040 of the Salisbury City Code, entitled "Development Standards", shall be  
48 amended by deleting the crossed-out and adding the bolded and underlined as follows:

49 **17.24.040 – Development Standards.**

50 Minimum development standards for the central business district shall be as follows:

- 51 A. Minimum Lot Requirements. All lots hereafter established shall meet the following  
52 requirements:
- 53 1. Lot area: five thousand (5,000) square feet;
  - 54 2. Lot width: fifty (50) feet.
- 55 B. Setback, Height and Density. The following minimum standards are established as guides  
56 for design of development. These standards may be increased or decreased by the planning  
57 commission upon review of individual site design in relation to the surrounding properties  
58 and development of the CBD as a whole.
- 59 1. Setbacks.
    - 60 a. Setbacks shall be as follows:
      - 61 i. Setbacks shall be the same as the established setbacks for existing  
62 buildings within the same block.
      - 63 ii. Where there are minor irregularities in existing setbacks for the  
64 same block, any one of the existing setbacks which the planning  
65 commission considers most applicable may be used.
      - 66 iii. Where there are major irregularities in existing setbacks for the  
67 same block, the setback shall be no less than the average of setbacks  
68 for existing buildings on either side of the proposed development.
      - 69 iv. Where no established building setbacks exist, the setback shall be a  
70 minimum of five feet from the back of the sidewalk.
      - 71 v. Setbacks from the Wicomico River shall be a minimum of ten feet  
72 from the back of the existing or proposed bulkheading line.
      - 73 vi. Setbacks from interior lot lines shall be a minimum of ten feet.
    - 74 b. Modifications to Setbacks.
      - 75 i. During its review of any development requiring a modification to  
76 setbacks, the planning commission shall consider the location of  
77 buildings on the site relative to safe vehicular movement on existing  
78 or proposed streets, light, air and ability of fire or emergency  
79 equipment and vehicles to adequately serve the development.
      - 80 ii. Special consideration shall be given to the location of landscaped  
81 areas and areas of pedestrian movement to assure coordination of  
82 landscaping and freedom and safety of pedestrian movement.
      - 83 iii. The planning commission may increase or decrease setbacks  
84 wherever a rearrangement of buildings on the site will aid in  
85 achieving a continuous link of development with freedom and  
86 encouragement of pedestrian movement from one development to  
87 another.

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2. Density.
  - a. Floor area for commercial or other uses shall not be used when computing density for dwelling units.
  - b. Inherent density shall not exceed ~~forty (40)~~ **eighty (80)** units per acre.
  - c. Increased density shall require a special exception from the Board of Appeals. In addition to consideration of the criteria required by Section 17.232.020, the board shall consider the criteria set forth in subsection (B)(4) of this section.
3. Height.
  - a. The height of all buildings or structures shall not exceed seventy-five (75) feet.
  - b. Increased height shall require a special exception from the Board of Appeals. In addition to consideration of the criteria required by Section 17.232.020, the board shall consider the criteria set forth in subsection (B)(4) of this section.
4. Criteria for Increased Height and/or Density.
  - a. When acting upon a request for either increased height or density, the Board of Appeals shall consider any or all of the following criteria as may apply to the type of development proposed:
    - i. Recommendation from the planning commission;
    - ii. The type of residential development proposed relative to the ability of the site to accommodate the density proposed;
    - iii. The availability of city services to the site, such as water, sewer, streets and parking lots or structures; and whether the site can accommodate a higher density and/or height without an undue burden of expense to the city;
    - iv. The functional, visual and spatial relationship of the proposed height relative to surrounding development and the CBD as a whole;
    - v. Whether the proposed height will create an intrusion or conflict with the spatial arrangement of existing or proposed buildings;
    - vi. Shadows which may interfere with solar panels or other solar equipment already in existence or under contract to be installed on existing buildings or buildings approved for construction in the immediate vicinity;
    - vii. Water pressure and capability of community firefighting equipment, in addition to any required construction of fire safety devices, to assure safety of occupants;
    - viii. The merits of the design and whether the treatment of setbacks, landscaping or other amenities, in addition to architectural treatment of the building, provide an excellence of design which contributes to the furtherance of the purpose of the CBD.
  - b. The board may solicit any expert review and advice to assist it in making a decision on the request for increased height and/or density.

C. Open Space and Landscaping.

1. Landscaped open space shall be provided wherever possible to attract development and provide a pleasing environment to conduct business, trade, civic and cultural affairs and improve the appearance of downtown.
2. Wherever possible, landscaped open space areas shall be provided adjoining the landscaped open space area on an adjoining parcel. Landscaping for both areas shall be coordinated so as to give the appearance of one continuous landscaped area.
3. Development adjoining the Wicomico River shall provide public open space easements as required in the urban river plan or other adopted plans and shall provide open space and landscaped areas coordinated with existing open space and landscaped areas developed by the city.

D. Parking. Parking shall be provided in accordance with chapter 17.196, except where governed by established parking tax district regulations.

E. Building and Development Restrictions.

1. Drive-in window service uses shall provide a reservoir of five spaces on site for each drive-in window or stall.
2. Access driveways crossing sidewalks to private parking areas shall be reduced or eliminated where it is determined that alternative or unified points of access are available resulting in less traffic congestion and pedestrian interference.
3. Common loading and unloading areas serving more than one business shall be encouraged where possible.
4. Entrance to loading and unloading areas shall be located at the rear of the building where possible. Where a business abuts more than one street, this entrance shall be on the street with the least amount of traffic.
5. Outside storage of materials or parts shall be prohibited, except that outside storage of service and delivery vehicles used in operation of a business within the CBD shall be permitted.

~~E F.~~ Signs. Signs shall be in accordance with chapter 17.216.

**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.

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**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

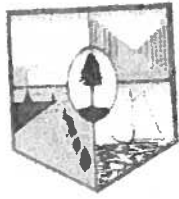
**ATTEST:**

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

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

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Randolph J. Taylor, Mayor**



# City of Salisbury

John "Jack" R. Heath, Mayor

## Infrastructure and Development Staff Report July 20, 2023

### I. BACKGROUND INFORMATION:

Project Name: Salisbury Town Center  
Applicant: Parker & Associates, Inc. on behalf of Salisbury Town Center Apartments, LLC  
Project No.: 22-033  
Nature of Request: Preliminary Certificate of Design and Site Plan Approval  
Location of Property: Tax Map: 0107, Grids: 0014 and 0020, Parcels: 1066, 1071 and 1074, 1075, 1076, 1077, 1078, 1079  
Existing Zoning: Central Business District

### II. SUMMARY OF REQUEST:

The applicant is requesting a Preliminary Certificate of Design and Site Plan approval for the Salisbury Town Center mixed use project (**Attachment 1**). The project consists of 222-unit apartments, a parking garage, and commercial space. The site plan and building elevations are shown in **Attachment 2**.

### III. HISTORY:

No known approval history by the Planning Commission for the parcels.

### IV. DESCRIPTION OF PROPERTY:

The properties are 3.70 acres in size and are currently parking lots; 1, 11, and 15. The property is in the Downtown Historic District and the project is subject to Historic District Commission guidelines and approval. In addition, the property is also in the Intensely Developed Area (IDA) of the Chesapeake Bay Critical Area.

### V. DESCRIPTION OF SURROUNDING AREA/NEIGHBORHOOD:

The surrounding area consists of Central Business District, Riverfront Redevelopment, General Commercial, and Hospital zoning districts. The property is bordered by Camden





# City of Salisbury

John "Jack" R. Heath, Mayor

St, W Market St, and N Circle St. The Downtown area consists of residential, commercial retail and services, and institutional uses.

## VI. PLANNING COMMENTS:

The permitted density is 40 units/acre and the proposed density for the project is 60 units/acre. A special exception from the Board of Appeals will be required to achieve the desired density.

The project includes a 450-space public parking garage that will have access to Camden St and Circle Ave.

Landscape and streetscape plans have been provided on Sheets 4-7 of **Attachment 2** and is subject to further review by the Department of Infrastructure and Development and the Critical Area Commission. Staff has requested comments from the Critical Area Commission. The project reduces the existing impervious area from 3.94 acres to 3.59 acres while adding more public green space and upgrading streetscapes to City standard.

A traffic impact study was not provided at this time. Staff is requesting a study be submitted and reviewed prior to final approval by the Planning Commission.

At the May 28, 2023 meeting, the Historic District Commission approved the materials, massing, and layout. The Certificate of Approval is provided in **Attachment 3**. The development is subject to further Historic District Commission review and approval.

The applicant has not requested approval of any signage at this time.

Comments from the Department and all other applicable agencies shall be addressed prior to final approval by the Planning Commission

## VII. RECOMMENDATION:

The Planning Staff recommends approval of Preliminary Certificate of Design and Site Plan approval, subject to the following conditions:

1. Obtain a Special Exception for a density increase from the Board of Zoning Appeals prior;
2. Obtain all necessary approvals from the Historic District Commission;



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John "Jack" R. Heath, Mayor

3. Provide a Traffic Impact Study;
4. Exterior signage shall be subject to Planning Commission review and approval and;
5. The project is subject to further review and approval by the City Department of Infrastructure and Development, City Fire Marshal, and other applicable agencies.



**STAFF REPORT**

**MEETING OF NOVEMBER 2, 2023**

**Case No.** 22-033  
**Applicant:** Salisbury Town Center, LLC  
**Contract Purchaser:** Salisbury Town Center, LLC  
**Location:** Lot 3, District 09, Account # 061002  
Lot 4, District 09, Account # 060987  
Lot 5, District 09, Account # 055207  
Lot 6, District 09, Account # 052534  
Which are commonly known as part of municipal parking lot 1, and all of parking lots 11 and 15.  
**Zoning:** Central Business District  
**Request:** Special Exception – Density Increase to 77 units per acre

**I. SUMMARY OF REQUEST:**

The applicant proposes to construct a 222-unit apartment building on Lots 3, 4, 5, and 6 as shown on **Attachment 5** and is requesting approval of a Special Exception under 17.24.040B.2.c to increase density to 77 units per acre for the project area. (**Attachment 1**) The inherent density per 17.24.040B.2.b is 40 units per acre.

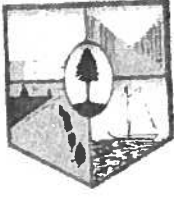
**II. ACCESS TO THE SITE AREA:**

Lots 3, 5, and 6 have frontage along W Market Street with Lot 6 having building access and Lot 5 having service vehicle access. Lots 3, 4, and 5 have frontage along Circle Avenue with Lots 3 and 5 having building access and Lot 4 having an access easement to commercial retail spaces. Lots 3, 4, and 6 have frontage along Camden Street.

**III. DESCRIPTION OF PROPERTY:**

The project area is made up of Lots 3, 4, 5, and 6 totaling 2.92 acres in area. The area is currently improved with three public parking lots commonly known as Lots 1, 11, and 15. The property is located within the City's Central Business Zoning District





# Salisbury

John "Jack" R. Heath, Mayor

("CBD"), as well as the Downtown Historic District. The site is also in the Intensely Developed Area (IDA) of the Chesapeake Bay Critical Area Program. **(Attachment 2)**

#### IV. DESCRIPTION OF SURROUNDING AREA/NEIGHBORHOOD:

Surrounding properties are in the CBD. Nearby buildings include the Wicomico County Library, Cannon Building, Market Street Inn Restaurant, Market Street Books Building, Powell Building, Salisbury Parking Garage, Plaza Gateway Building, and other buildings fronting on Camden Street.

The CBD contains institutional, governmental, commercial, and residential uses that are representative of an urban center.

#### V. HISTORY:

The City entered into an Amended and Restated Land Disposition Agreement with the applicant on June 20, 2023 for the purpose of developing the project area. **(Attachment 10)**

The Historic District Commission approved the massing, layout, and materials at their meeting on May 25, 2023. **(Attachment 3)**

The Planning Commission approved the Preliminary Certificate of Design and Site Plan at their meeting on July 20, 2023. **(Attachment 4)**

A resubdivision plat was recorded on September 28, 2023. **(Attachment 5)**

#### V. EVALUATION:

(a) **Discussion:** The applicant proposes to redevelop the existing municipal parking lots 1, 11, and 15 into a four (4) building apartment development with 222 residential units with commercial space facing Unity Square and S Division Street. The proposed density is 77 units per acre, the inherent density for the CBD is 40 units per acre. Under 17.24.040B.2.c of the code an increase for density may be sought by Special Exception from the Board of Appeals. The zoning code defines density as; *"the maximum number of dwelling units which are permitted in a given area."*

(b) **Impact:** The influx of additional residents to the CBD with this project will have a positive impact on the downtown area. The close proximity of residents will encourage walking to institutional and commercial services located in downtown, in addition to the increased demand for commercial services. These



# City of Salisbury

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uses also provide opportunities for residents to live closer to their place of employment. Employers within a quarter of a mile of the project include Tidal Health, Salisbury University at the Gallery Building, professional service firms and local, state, and federal government offices.

- (c) **Relationship to Criteria:** Section 17.24.040B.4. of the Salisbury Municipal Code states; *"When acting upon a request for either increased height or density, the board of appeals shall consider any or all of the following criteria as may apply to the type of development proposed."* Staff finds that this request complies with the Special Exception criteria or is not applicable as follows:

**(i) Recommendation from the planning commission.**

The Planning Commission to did not provide a recommendation for or against the special exception request.

**(ii) The type of residential development proposed relative to the ability of the site to accommodate the density proposed.**

The proposal complies with the height and setback requirements of the CBD and reducing the impervious surface by 0.47 acres while still accommodating the proposed density. The proposal has spread the units over the four (4) buildings and lots fairly equally relative to their acreage with no one lot having a significantly higher density than the others.

**(iii) The availability of city services to the site, such as water, sewer, streets and parking lots or structures; and whether the site can accommodate a higher density and/or height without an undue burden of expense to the city.**

All necessary water, sewer, and street infrastructure is currently in place and would sufficiently serve the proposed development. This is also stated in Section V.c.6 of this Staff Report.

The applicant has provided a parking study (**Attachment 7**) that demonstrates there will be sufficient public parking for the surrounding area. The study indicates a surplus of 250 spaces during Weekday 11 AM and a surplus of 478 spaces during Saturday 8 PM. The City, during the LDA (**Attachment 10**) negotiations, was aware of the need for a parking garage and agreed to contribute a sum not to exceed \$10,000,000.00 for



# City of Salisbury

John "Jack" R. Heath Mayor

the construction of the public parking garage shown on Lot 2. The proposal is located in a parking district regulated by the Parking Authority under Chapter 10.20 of Salisbury City Municipal Code and revenue collected is disbursed per 10.20.030 below:

*Disbursements shall be made from said account for the following purposes only:*

- A. Payment of expense of operation and maintenance of the city parking facilities located in the Parking Authority, including parking meters;*
- B. Payment of maturing principal and interest of any bonds issued by the city to finance the acquisition and development of off-street parking facilities located in Parking Authority;*
- C. For the acquisition and development of off-street parking facilities in Parking Authority.*

- [iv] The functional, visual and spatial relationship of the proposed height relative to surrounding development and the CBD as a whole.**

The proposed height is compliant with the requirements of 17.24.040B.3.a. Staff finds that this does not need be considered as part of the Special Exception request.

- [v] Whether the proposed height will create an intrusion or conflict with the spatial arrangement of existing or proposed buildings.**

The proposed height is compliant with the requirements of 17.24.040.B.3.a. Staff finds that this does not need be considered as part of the Special Exception request.

- [vi] Shadows which may interfere with solar panels or other solar equipment already in existence or under contract to be installed on existing buildings or buildings approved for construction in the immediate vicinity.**

The proposed height is compliant with the requirements of 17.24.040.B.3.a. Staff finds that this does not need be considered as part of the Special Exception request.



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John "Jack" R. Hearn, Mayor

- [vii] **Water pressure and capability of community firefighting equipment, in addition to any required construction of fire safety devices, to assure safety of occupants.**

The city's ladder truck can extend to 107 feet which is above the proposed height. The buildings will have to comply with all applicable building and fire codes. Additionally, apartments are required to be protected with an automatic sprinkler system. The City Fire Marshal has reviewed the site plan and did not have any comments. **(Attachment 9)**

- [viii] **The merits of the design and whether the treatment of setbacks, landscaping or other amenities, in addition to architectural treatment of the building, provide an excellence of design which contributes to the furtherance of the purpose of the CBD.**

The proposed design has received approval from the Salisbury Historic District Commission for massing, layout, and materials. **(Attachment 3)**. The setbacks comply with the requirements of the CBD and provide a similar setting to other buildings located in the area. The proposal brings the adjacent streets up to the streetscape standards of Main St expanding this setting within the CBD. The impervious surface of the site is reduced by 0.47 acres while also providing a visually appealing streetscape.

In addition to the criteria discussed above pertaining to increased density requests in 17.24.040B.2.c, the Board shall consider the criteria in Section 17.232.020B. of the Salisbury Municipal Code. Staff finds that this request complies with the Special Exception criteria as follows:

- [1] **The proposal will be consistent with the Metro Core Plan, the objectives of the Zoning Ordinance and any other applicable policy or plan adopted by the Planning Commission or City Council for development of the area affected.**

The site is located in the Central Business zoning district, which inherently allows apartment buildings per 17.24.030.A. 17.24.030.A of the Zoning Ordinance states; *"Uses permitted are those that fulfill the purpose and intent of the district, encourage residential use, provide business, professional or financial services, bring people together for cultural and recreational events, support the nearby regional medical center and offer, at retail, a variety of consumer goods and services and*



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*promotional activities.*" Increases in density of residential uses is permitted by Special Exception per 17.24.040.B.2.c.

The Metro Core Plan states, *"It is recommended that the highest intensity of residential development be limited to the Central Business District. There are many reasons to permit residential development in the CBD; including*

- 1. Close proximity to employment;*
- 2. Public utilities and facilities have capacity to accommodate intensive development;*
- 3. They provide variety in living environment and housing types; and,*
- 4. They help support and maintain the CBD as an importance activity center.*

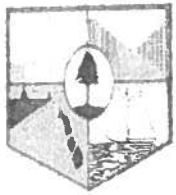
*There is great variation in the family characteristics of occupants of apartments. It is anticipated that few apartments in the CBD will be occupied by families with children.*

The 2010 Comprehensive Plan Land Use Element describes the purpose of the CBD; *"The purpose of the Central Business District is to maintain and strengthen the role of the Downtown area as the community and regional center containing a broad range of uses and activities to enhance the vitality of this unique area. To function as a successful urban destination, this area should offer numerous opportunities by encouraging a mix of uses. A mix of compatible uses such as residential, institutional, government offices, restaurants, theaters, parks, libraries, hospitals, plazas, and a pleasant and safe pedestrian environment will consistently attract people to the Downtown area."*

The proposed development is consistent with adopted plans and the zoning ordinance that calls for the highest density developments to be located in the CBD.

- [2] The location, size, design and operating characteristics under the proposal will have minimal adverse impact on the livability, value or appropriate development of abutting properties and the surrounding area.**

The proposal location in the heart of the CBD has the potential to improve livability as residents may reside closer to their place of employment while encouraging the growth of commercial activities



# City of Salisbury

John Jack R. Heath Mayor

needed to support said residents. This increase in commercial demand should increase the value of existing properties surrounding the area.

- [3] **The design of the site and structures for the proposal will be as attractive as the nature of the use and its setting warrants.**

The design of the site includes open spaces which do not currently exist while bringing the streetscapes up to the same design standards as Main Street. The proposal received approval for the massing, layout, and materials from the Salisbury Historic District Commission. **(Attachment 3)** The project is also subject to Final approval of a Certificate of Design and Site Plan from the Planning Commission. **(Attachment 4)**

- [4] **The proposal will not be detrimental to or endanger the public health, security, general welfare or morals.**

Staff does not find that the proposed use will have a negative effect on any of these items.

- [5] **The proposal will not impair an adequate supply of light or air to adjacent property or overcrowd the land or create any undue concentration of population or substantially increase the congestion of the streets or create hazardous traffic conditions or increase the danger of fire or otherwise endanger the public safety.**

The proposal complies with the height and setback requirements for the CBD and will not impair the adequate supply of light or air to adjacent properties or overcrowd the land. The proposal does not create any undue concentration of population as the Metro Core Plan and Comprehensive Plan indicate that the highest residential concentrations should be in the CBD. The applicant has provided a traffic analysis **(Attachment 6)** that indicates impacts will be minimal and will not increase congestion of the streets or create hazardous traffic conditions. The building will comply with all applicable fire code requirements. Staff finds that the proposal will not endanger public safety as there are other residential uses in the area.

- [6] **The proposal will not adversely affect transportation or unduly burden water, sewer, school, park, stormwater management or other public facilities.**

The proposal has been reviewed for the items listed above:



# City of Salisbury

John Clark R. Heath Mayor

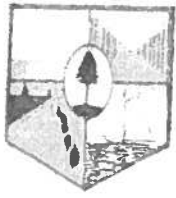
- a. The proposal was reviewed for transportation and the applicant provided a traffic analysis, **(Attachment 6)**. The study results indicate traffic impacts to minimal to the surrounding roadway network.
- b. The proposal has access to a 12" water main located in W Market Street. There is sufficient water supply for the project.
- c. The existing sewer infrastructure is sufficient to the serve the proposal.
- d. The Board of Education has been notified of the proposal for their planning purposes.
- e. The proposal will not unduly burden parks, stormwater management, or other public facilities. The proposal will improve stormwater management as currently there is not any on site. The applicant has provided a parking study **(Attachment 7)** that shows there will be sufficient public parking in the area surrounding the proposal upon completion of the parking garage and on street spaces.

**[7] The proposal will preserve or protect environmental or historical assets of particular interest to the community.**

The Salisbury Historic District Commission approved the massing, layout, and materials for the project at their May 25, 2023 meeting. **(Attachment 3)** The Critical Area Commission has reviewed the project for compliance and provided comments. **(Attachment 8)** The proposal reduces impervious surface on the site by 0.47 acres and treats previously untreated stormwater runoff. A portion of the proposal is in the floodplain and the development shall comply with all applicable floodplain regulations.

**[8] The applicant has a bona fide intent and capability to develop and use the land as proposed and has no inappropriate purpose for submitting the proposal, such as to artificially alter property value for speculative purposes.**

The applicant entered into an Amended and Restated Land Disposition Agreement ("LDA") with the City on June 20, 2023 for the development of this proposal. Staff finds there to be a bona fide intent and capability to develop this land for the project as intended in the LDA. Staff has no reason to believe that the nature of the request is for an inappropriate purpose regarding the development of the land.



# Salisbury

John W. & R. Heath Mayor

## VI. STAFF COMMENTS:

The use of the property for residential and commercial meets the goal of the City's Central Business District to strengthen the role of the downtown as an active and vibrant urban area. Infusing downtown with new residential units will help bring additional commercial activity to the surrounding area, especially retail and food service locations. Historically, demand to live downtown has led to a low rate of unoccupied units creating a dearth of available units. The downtown area with boundaries of Mill Street, RT 50, RT 13, and the East Prong of the Wicomico River, has under 300 residential units across the approximate 50 acres, this density is well below the inherent density of 40 units per acre.

As part of the continued planning goals and efforts to increase residential units the Board previously approved an increased density of 144.36 units per acre for The Ross project. The Ross units are included in the available units mentioned above.

## VII. RECOMMENDATION:

Based on the criteria for approval as discussed above in this staff report, Section V (c), the Planning Staff recommends **Approval** of the Special Exception request to increase the inherent density of 40 units per acre by 37 units to 77 units per acre, not to exceed 222 units over the project area, subject to the recommended conditions as follows:

### CONDITIONS OF APPROVAL:

1. Obtain Final Certificate of Design and Site Plan approval from the Salisbury Planning Commission;
2. Obtain all necessary approvals from the Salisbury Historic District Commission prior to construction or installation of items requiring approval;
3. Obtain at least one building permit to commence construction within one year of the date of this Special Exception being granted;
4. The parking study shall be reviewed and, if needed, revised if the applicant requests an extension of the Special Exception under 17.12.120 of the Salisbury Municipal Code; and
5. Provide a development schedule to the Planning Commission as part of the Final Certificate of Design and Site Plan.



 Outlook

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**RE: CBD Workshop**

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**From** Bradley Gillis <Brad@GGIBuilds.com>

**Date** Fri 11/1/2024 9:14 AM

**To** Amanda Rodriguez <arodriquez@salisbury.md>; Nicholas Voitiuc <nvoitiuc@salisbury.md>; Henry Eure <heure@salisbury.md>

 1 attachment (212 KB)

CBD density calculation 11.1.24.xls;

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**WARNING:** This message was sent from an external source. Please verify the source before clicking any links or opening any attachments. NEVER provide account credentials or sensitive data unless the source has been 100% verified as legitimate.

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Team

Attached is the raw data; it's a work in progress, open to discussion....

1. Green - Existing Units 268
2. Green - Will not be developed 3416 units (green dots)
3. Yellow - Potential Longterm Development 948 Units (80 units an acre)
4. Red - Pipeline Development 1170 Units
  - a. Within the Red we attempted to detail each property for a more detailed discussion, it's a work in progress
  - b. Of the 1170 there are 603 known
    - i. Of the 603 we can talk about the reality of each
      1. Ex: 500 Riverside, having owned that parcel, its economically impossible to build 244 units on that parcel

From this exercise we would consider using the following models for discussion:

**30 – 50 Year - Max Build Out Model – 2,110 Units (yellow + red)**

**5 – 10 Year - Pipeline Model – 603 Units**

Let make a goal of agreeing on demand, so that all next week we can focus on the addressing the commissions questions.

Assuming the staff report is due by 11.15, we have 9 business days to complete.

Below are a few times that work for me to meet; look forward to the reply

**Monday 4<sup>th</sup> 3pm**

**Tuesday 1230 – 230pm**

Thank you, have a great weekend.

B

-----Original Appointment-----

**From:** Amanda Rodriquez <arodriquez@salisbury.md>

**Sent:** Friday, October 25, 2024 1:53 PM

**To:** Amanda Rodriquez; Nicholas Voitiuc; Henry Eure; Bradley Gillis

**Subject:** CBD Workshop

**When:** Tuesday, October 29, 2024 12:00 PM-2:00 PM (UTC-05:00) Eastern Time (US & Canada).

**Where:** Room 306

To discuss build-out scenarios & impacts on the CBD

<b>Account Number:</b>	905085
<b>Customer Name:</b>	Salisbury Planning
<b>Customer Address:</b>	Salisbury Planning 125 N Division St Rm 202 Salisbury MD 21801-5030
<b>Contact Name:</b>	SALISBURY PLANNING
<b>Contact Phone:</b>	
<b>Contact Email:</b>	
<b>PO Number:</b>	

<b>Date:</b>	12/23/2024
<b>Order Number:</b>	10884254
<b>Prepayment Amount:</b>	\$ 0.00

<b>Column Count:</b>	2.0000
<b>Line Count:</b>	28.0000
<b>Height in Inches:</b>	0.0000

**Print**

Product	#Insertions	Start - End	Category
SBY Salisbury Daily Times	2	12/30/2024 - 01/06/2025	Public Notices
SBY delmarvanow.com	2	12/30/2024 - 01/06/2025	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$328.00
Tax Amount	\$0.00
Service Fee 3.99%	\$13.09
Cash/Check/ACH Discount	-\$13.09
Payment Amount by Cash/Check/ACH	\$328.00
Payment Amount by Credit Card	\$341.09

<b>Order Confirmation Amount</b>	<b>\$328.00</b>
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**SALISBURY CITY COUNCIL  
NOTICE OF PUBLIC HEARING  
TEXT AMENDMENT**

In accordance with the provisions of Section 17.228, Amendments and Rezoning, of the Salisbury Municipal Code, the City of Salisbury proposes amendments to the text of Title 17, Zoning, Chapter 17.24.040.B.2.a, to increase the allowable density in the Central Business District from 40 units per acre to 80 units per acre.

**A PUBLIC HEARING WILL BE HELD ON**

Monday, January 13, 2025 at 6:00 P.M. in the Council Chambers, Room 301, of the Government Office Building, 125 North Division Street, Salisbury, Maryland to hear opponents and proponents, if there be any.

The City Council reserves the right to close a part of this meeting in accordance with the Annotated Code of Maryland, section 10-508(a).

(FOR FURTHER INFORMATION CALL 410-548-3170)

D'Shawn M. Doughty, President

Publication Dates: December 30, 2024  
January 6, 2025

**ORDINANCE NO. 2909**

**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND, AMENDING SECTION 17.24.040 TO INCREASE THE INHERENT DENSITY PERMITTED FOR THE DEVELOPMENT AND REDEVELOPMENT OF PROPERTY LOCATED IN THE CENTRAL BUSINESS ZONING DISTRICT.**

**WHEREAS**, the ongoing application, administration and enforcement of Chapter 17 (Zoning) of the City Code of the City of Salisbury (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to keep the provisions of Chapter 17 current, comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

**WHEREAS**, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

**WHEREAS**, the Mayor and Council may amend Chapter 17 (Zoning) of the Salisbury City Code pursuant to the authority granted by MD Code, Land Use, § 4-102, subject to the provisions set forth in Section 17.228.020 of the Salisbury City Code;

**WHEREAS**, Section 17.24.040 of the Salisbury City Code sets forth the development standards of property located in the Central Business District, including the inherent density for property developed for residential purpose(s);

**WHEREAS**, the Council finds that amending Section 17.24.040 of the Salisbury City Code to change the inherent density permitted for development in the Central Business District will bring non-conforming properties located in the Central Business District in compliance with the development standards set forth in Section 17.24.040, increase impact economic activities and promote private investment within the Downtown Salisbury area, and further the City’s longstanding objectives, identified in the Envision Salisbury Master Plan adopted via Resolution No. 2600, for the redevelopment of Downtown Salisbury as the epicenter for the continued growth of Salisbury;

**WHEREAS**, pursuant to Section 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code shall be referred to the Salisbury Planning and Zoning Commission (the “**Planning Commission**”), for review and recommendation, prior to the passage of an ordinance amending Chapter 17 (Zoning) of the Salisbury City Code;

**WHEREAS**, a public hearing on the proposed amendments to Section 17.24.040 of the Salisbury City Code set forth herein was held by the Planning Commission, on November 21, 2024, in accordance with the provisions of Section 17.228.020 of the Salisbury City Code;

**WHEREAS**, at the November 21, 2024 meeting, the Planning Commission recommended, by a vote of 6 to 1, that the amendments to Section 17.24.040 of the Salisbury City Code set forth herein be approved by the Mayor and Council; and

**WHEREAS**, Council has determined that the amendments to Section 17.24.040 of the Salisbury City Code shall be adopted as set forth herein.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, that Chapter 17 of the Salisbury City Code be and is hereby amended as follows:

**Section 1.** Section 17.24.040 of the Salisbury City Code, entitled “Development Standards”, shall be amended by deleting the crossed-out and adding the bolded and underlined as follows:

**17.24.040 – Development Standards.**

Minimum development standards for the central business district shall be as follows:

- 47 A. Minimum Lot Requirements. All lots hereafter established shall meet the following  
48 requirements:
- 49 1. Lot area: five thousand (5,000) square feet;
- 50 2. Lot width: fifty (50) feet.
- 51 B. Setback, Height and Density. The following minimum standards are established as guides  
52 for design of development. These standards may be increased or decreased by the planning  
53 commission upon review of individual site design in relation to the surrounding properties  
54 and development of the CBD as a whole.
- 55 1. Setbacks.
- 56 a. Setbacks shall be as follows:
- 57 i. Setbacks shall be the same as the established setbacks for existing  
58 buildings within the same block.
- 59 ii. Where there are minor irregularities in existing setbacks for the  
60 same block, any one of the existing setbacks which the planning  
61 commission considers most applicable may be used.
- 62 iii. Where there are major irregularities in existing setbacks for the  
63 same block, the setback shall be no less than the average of setbacks  
64 for existing buildings on either side of the proposed development.
- 65 iv. Where no established building setbacks exist, the setback shall be a  
66 minimum of five feet from the back of the sidewalk.
- 67 v. Setbacks from the Wicomico River shall be a minimum of ten feet  
68 from the back of the existing or proposed bulkheading line.
- 69 vi. Setbacks from interior lot lines shall be a minimum of ten feet.
- 70 b. Modifications to Setbacks.
- 71 i. During its review of any development requiring a modification to  
72 setbacks, the planning commission shall consider the location of  
73 buildings on the site relative to safe vehicular movement on existing  
74 or proposed streets, light, air and ability of fire or emergency  
75 equipment and vehicles to adequately serve the development.
- 76 ii. Special consideration shall be given to the location of landscaped  
77 areas and areas of pedestrian movement to assure coordination of  
78 landscaping and freedom and safety of pedestrian movement.
- 79 iii. The planning commission may increase or decrease setbacks  
80 wherever a rearrangement of buildings on the site will aid in  
81 achieving a continuous link of development with freedom and  
82 encouragement of pedestrian movement from one development to  
83 another.
- 84 2. Density.
- 85 a. Floor area for commercial or other uses shall not be used when computing  
86 density for dwelling units.
- 87 b. Inherent density shall not exceed ~~forty (40)~~ **eighty (80)** units per acre.
- 88 c. Increased density shall require a special exception from the Board of  
89 Appeals. In addition to consideration of the criteria required by Section  
90 17.232.020, the board shall consider the criteria set forth in subsection  
91 (B)(4) of this section.

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- 3. Height.
  - a. The height of all buildings or structures shall not exceed seventy-five (75) feet.
  - b. Increased height shall require a special exception from the Board of Appeals. In addition to consideration of the criteria required by Section 17.232.020, the board shall consider the criteria set forth in subsection (B)(4) of this section.
- 4. Criteria for Increased Height and/or Density.
  - a. When acting upon a request for either increased height or density, the Board of Appeals shall consider any or all of the following criteria as may apply to the type of development proposed:
    - i. Recommendation from the planning commission;
    - ii. The type of residential development proposed relative to the ability of the site to accommodate the density proposed;
    - iii. The availability of city services to the site, such as water, sewer, streets and parking lots or structures; and whether the site can accommodate a higher density and/or height without an undue burden of expense to the city;
    - iv. The functional, visual and spatial relationship of the proposed height relative to surrounding development and the CBD as a whole;
    - v. Whether the proposed height will create an intrusion or conflict with the spatial arrangement of existing or proposed buildings;
    - vi. Shadows which may interfere with solar panels or other solar equipment already in existence or under contract to be installed on existing buildings or buildings approved for construction in the immediate vicinity;
    - vii. Water pressure and capability of community firefighting equipment, in addition to any required construction of fire safety devices, to assure safety of occupants;
    - viii. The merits of the design and whether the treatment of setbacks, landscaping or other amenities, in addition to architectural treatment of the building, provide an excellence of design which contributes to the furtherance of the purpose of the CBD.
  - b. The board may solicit any expert review and advice to assist it in making a decision on the request for increased height and/or density.
- C. Open Space and Landscaping.
  - 1. Landscaped open space shall be provided wherever possible to attract development and provide a pleasing environment to conduct business, trade, civic and cultural affairs and improve the appearance of downtown.
  - 2. Wherever possible, landscaped open space areas shall be provided adjoining the landscaped open space area on an adjoining parcel. Landscaping for both areas shall be coordinated so as to give the appearance of one continuous landscaped area.



- 136 3. Development adjoining the Wicomico River shall provide public open space
- 137 easements as required in the urban river plan or other adopted plans and shall provide
- 138 open space and landscaped areas coordinated with existing open space and
- 139 landscaped areas developed by the city.
  
- 140 D. Parking. Parking shall be provided in accordance with chapter 17.196, except where
- 141 governed by established parking tax district regulations.
  
- 142 E. Building and Development Restrictions.
- 143 1. Drive-in window service uses shall provide a reservoir of five spaces on site for each
- 144 drive-in window or stall.
- 145 2. Access driveways crossing sidewalks to private parking areas shall be reduced or
- 146 eliminated where it is determined that alternative or unified points of access are
- 147 available resulting in less traffic congestion and pedestrian interference.
- 148 3. Common loading and unloading areas serving more than one business shall be
- 149 encouraged where possible.
- 150 4. Entrance to loading and unloading areas shall be located at the rear of the building
- 151 where possible. Where a business abuts more than one street, this entrance shall be
- 152 on the street with the least amount of traffic.
- 153 5. Outside storage of materials or parts shall be prohibited, except that outside storage
- 154 of service and delivery vehicles used in operation of a business within the CBD shall
- 155 be permitted.
  
- 156 ~~E~~ F. Signs. Signs shall be in accordance with chapter 17.216.

156 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**

157 **SALISBURY, MARYLAND, as follows:**

160 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this

161 Ordinance shall be deemed independent of all other provisions herein.

162 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,

163 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise

164 unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph,

165 subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be

166 deemed valid and enforceable.

167 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such

168 recitals were specifically set forth at length in this Section 4.

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

170 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury

171 held on the 16 day of December, 2024 and thereafter, a statement of the substance of the Ordinance having been

172 published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 13

173 day of January, 2025

174 **ATTEST:**

175 \_\_\_\_\_

176 **Julie A. English, City Clerk**

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176 **D'Shawn M. Doughty, City Council President**

181 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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**Randolph J. Taylor, Mayor**

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**ORDINANCE NO. 2907**

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET  
AMENDMENT OF THE FY2025 GENERAL FUND BUDGET TO APPROPRIATE  
FUNDS TO THE SALISBURY FIRE DEPARTMENT'S OPERATING BUDGET.**

**WHEREAS**, the City has declared a 90hp Mercury Outboard Boat Motor as surplus and the motor has been sold at auction: and

**WHEREAS**, this motor was operated by the Salisbury Fire Department; and

**WHEREAS**, the City has received a total \$1,156.25 from the proceeds generated from the auction sale and placed the funds in the City General Fund; and

**WHEREAS**, the Fire Department has use for the funds received and requests that the funds of \$1,156.25 be reallocated to the Fire Department Operating Budget for FY2025; 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 2025 General Fund Budget be and is hereby amended as follows:

- (a) Increase the Sale of Fixed Assets Account (01000-469200) by \$1,156.25
- (b) Increase the Salisbury Fire Department's Building Account (24035-534301) by \$1,156.25

**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 16 day of December, 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 13 day of January, 2025.

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**ATTEST:**

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**Julie A. English, City Clerk**

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

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Randolph J. Taylor, Mayor**



# City of Salisbury

**To:** Andy Kitzrow, City Administrator

**From:** Jake Pavolik; Assistant Director of Field Operations

**Subject:** Budget Amendment-Transfer of Surplus Proceeds

**Date:** December 3, 2024

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The department of Field Operations, Housing and Community Development, Department of Infrastructure and Development and Water Works are requesting funds from a recent sale of equipment and vehicles through online auction totaling \$86,607.78. Field Operations is requesting \$71,016.88, DID is requesting \$10,891.89, HCDD is requesting \$2,335.63 and Water Works is requesting \$2,363.38. The allocated funds will be utilized for the acquisition and maintenance of vehicles and equipment within each respective department.

Thank you for your consideration on this request.



# City of Salisbury

ID	Inv ID	Description	Net Pay
259	C-6	Eager Beaver Low Boy Trailer (35GHG)	\$7,076.25
257	SAN-8	2017 Peterbilt 337	\$33,300.00
254	S-9	1988 John Deere 570B, 5.6L I6	\$19,147.50
258	WP-6	2006 Chevrolet Uplander	\$2,363.38
255	CB-2	2009 Chevrolet Express	\$3,700.00
256	SAN-4	2014 Peterbilt 320 Refuse Truck.	\$4,347.50
253	PM-20	2000 Ford Ranger	\$1,295.00
252	PM-4	2002 Chevrolet S10 Pickup	\$2,150.63
251	HCDD-5	2001 Ford Ranger	\$2,335.63
250	E-11	2007 Dodge Ram 1500	\$2,335.63
249	E-4	2007 Dodge Ram 1500	\$2,058.13
245	BPI-2	2004 Ford Escape	\$1,133.13
247	E-2	2009 Dodge Ram 2500	\$3,700.00
248	E-3	2007 Chevrolet TrailBlazer	\$1,665.00
			<b>\$86,607.78</b>

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**ORDINANCE NO. 2910**

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2025 GENERAL FUND BUDGET AND THE FY2025 WATER SEWER FUND BUDGET TO APPROPRIATE ADDITIONAL FUNDS REQUIRED FOR FIELD OPERATIONS.**

**WHEREAS**, the City has declared multiple pieces of equipment as surplus and the equipment has been sold through online auction; and

**WHEREAS**, the City equipment was operated by Field Operations, Housing and Community Development, Department of Infrastructure & Development and Water Works Departments; and

**WHEREAS**, the City’s Field Operations, Housing and Community Development, Department of Infrastructure & Development and Water Works Departments desire to use the proceeds to assist in purchasing and repairing equipment; and

**WHEREAS**, the funds will be instrumental in continued operations for Field Operations, Department of Infrastructure & Development Housing and Community Development and Water Works Departments; 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 2025 Field Operations budget is hereby amended as follows:

Increase (decrease)	Account Type	Account	Description	Amount
Increase	Revenue	01000-469200	Sale of Fixed Assets	71,016.88
Increase	Expense	30000-534308	Vehicles/Repair	71,016.88

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**Section 2.** The City of Salisbury’s Fiscal Year 2025 Water Sewer budget is hereby amended as follows:

Increase (decrease)	Account Type	Account	Description	Amount
Increase	Revenue	60100-469200	Sale of Fixed Assets	2,363.38
Increase	Expense	82075-534308	Vehicles/Repair	2,363.38

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**Section 3.** The City of Salisbury’s Fiscal Year 2025 Housing and Community Development budget is hereby amended as follows:

Increase (decrease)	Account Type	Account	Description	Amount
Increase	Revenue	01000-469200	Sale of Fixed Assets	2,335.63
Increase	Expense	25200-534308	Vehicle Repair	2,335.63

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31 **Section 4.** The City of Salisbury’s Fiscal Year 2025 Department of Infrastructure & Development budget is  
32 hereby amended as follows:

Increase (decrease)	Account Type	Account	Description	Amount
Increase	Revenue	01000-469200	Sale of Fixed Assets	10,891.89
Increase	Expense	22100-534308	Vehicles/Repair	10,891.89

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

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

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

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

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

46  
47 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury  
48 held on the 13 day of January, 2025 and thereafter, a statement of the substance of the Ordinance having been published  
49 as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 13 day of January,  
50 2025.

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53 **ATTEST:**

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58 **Julie A. English, City Clerk**

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58 **D’Shawn M. Doughty, City Council President**

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61 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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66 **Randolph J. Taylor, Mayor**  
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# City of Salisbury

## Memo

To: Andy Kitzrow, City Administrator  
From: Rob Frampton, Fire Chief  
Date: 12/31/2024  
Subject: Ordinance Request

The Fire Department is requesting the approval of an ordinance to accept grant funds that were recently awarded from the Maryland Institute for Emergency Medical Services Systems to the Salisbury Fire Department in the amount of \$4,000 for the purchase of Automated External Defibrillators (AED's). This grant will help offset some of the costs of the required replacement of the department's AED's. This is a matching grant and the department will use existing budgeted funds to match the grant amount. The acceptance of the grant is time sensitive and I am asking that this be placed on the January 13<sup>th</sup> work session and 1<sup>st</sup> reading at the meeting following the work session.

Thank you in advance for your time and consideration in this matter. If there are any additional questions, please feel free to contact me.



State of Maryland  
**Maryland Institute for Emergency Medical Services Systems**

Wes Moore  
Governor

Clay B. Stamp  
Chairman, EMS Board

Theodore R. Delbridge, MD, MPH  
Executive Director

December 27, 2024

Mr. Christopher Truitt  
Salisbury Fire Department  
325 Cypress Street  
Salisbury, MD 21804

Dear Mr. Truitt:

We are pleased to inform you that the request for a Maryland Institute for Emergency Medical Services Systems (MIEMSS) Cardiac Devices Grant toward the purchase of (4), AED-CR2, has been approved. MIEMSS has awarded up to \$4,000.00 toward the purchase of an AED-CR2, as long as it does not exceed 50% of the total price, excluding trade-in value.

It is important to note that it is a requirement of the grant to match an equal amount of money in order to purchase the AED-CR2. Matching funds do not include discounts, rebates, trade-ins, or funds from other grants.

Prior to the purchase of the equipment, the attached agreement must be completed, properly executed by the entity receiving the grant, and returned to Ms. Sherry Alban, MIEMSS' Director of Finance, at 653 W Pratt Street, Baltimore, MD 21201-1536 or via email at [Salban@miemss.org](mailto:Salban@miemss.org) no later than Monday, January 25, 2025. Please note the date sensitive requirements in paragraph one of the agreement. Once the signed agreement has been received by MIEMSS, a copy of the fully-executed agreement and a MIEMSS purchase order will be provided. Thereafter, the process can begin for purchasing the equipment.

Should you have questions regarding the agreement or purchasing procedures, please contact your MIEMSS Regional Office.

Congratulations on your award.

Sincerely,

Theodore R. Delbridge, MD, MPH  
Executive Director

## Cardiac Devices Grant Agreement

This Agreement, entered into as of the date of the last signature, between the Maryland Institute for Emergency Medical Services Systems ("MIEMSS") located at The Murphy Building, 653 West Pratt Street, Baltimore, Maryland 21201 and Salisbury Fire Department (the "Association") located at 325 Cypress Street, Salisbury, MD 21804 is subject to the terms and conditions set forth below.

1. MIEMSS agrees to provide the Association a Grant equal to the amount of cash which the Association contributes to the purchase of (4), AED-CR2, a maximum grant of \$4,000.00. Discounts, trade-ins, and rebates do not qualify as cash contributed by the Association. In order to receive payment of the grant amount, the Association must provide MIEMSS with a copy of the invoice for the Monitor, proof of payment in the form of a cancelled check, or a redacted bank or credit card statement and a letter on the Association's letterhead requesting reimbursement. The letter shall include the Association's Federal I.D. number and the correct "remit to" address, and shall be mailed to Ms. Sherry Alban, Director of Finance, The Maryland Institute for Emergency Medical Services Systems, 653 West Pratt Street, Baltimore, Maryland 21201, or Salban@miemss.org. Purchases from the FY 2025 Cardiac Devices Grant Program must be completed and reimbursement requests submitted to MIEMSS no later than Friday, May 30, 2025.
2. Any expenditure of Grant funds that is not consistent with the purposes stated in paragraph 1 or which is not matched by the Association Funds as required in paragraph 2, may, in the unfettered judgment of MIEMSS, be disqualified. Should any expenditure be disqualified or should the Association violate any of the terms of this Agreement, MIEMSS may require repayment to the Maryland Emergency Medical System Operations Fund (the "EMS Fund"), an offset from any State grant to the Association in the current or succeeding fiscal year, and/or take other appropriate action. The Association shall repay to the EMS Fund any part of the Grant which is not used for the purposes stated in paragraph 1 or which is not matched by the Association's Funds as required in paragraph 1 within 2 years after the date of this Agreement.
3. Defibrillators purchased in whole or in part with this Grant shall be maintained by the Association in accordance with the Federal Drug Administration standards.
4. The Association may not sell, lease, exchange give away or otherwise transfer or dispose of real or personal property or any part of or interest in real or personal property acquired with Grant funds without the prior written consent of MIEMSS. The Association shall give MIEMSS written notice at least 30 days

before any such proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the EMS Fund a percentage of that portion of the Grant attributable to the particular real or personal property transferred or disposed of, unless MIEMSS and the Association agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1). MIEMSS shall have the right to make any elections available in connection with that computation.

5. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars or more, the Association shall, at its own expense, and for the reasonable useful life of that item or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Association and the EMS Fund and the State against loss, damage, or destruction of or to the real or personal property. The Association shall, on request, provide MIEMSS with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment to the EMS Fund of the Grant, in the sole discretion of MIEMSS.
6. The Association may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or any other characteristic forbidden as a basis for discrimination by applicable laws. The Association hereby certifies that its Constitution or By-Laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.
7. The person executing this Agreement on behalf of the Association certifies, to the best of that person's knowledge and belief, that:
  - A. Neither the Association, nor any of its officers or directors, nor any employee of the Association involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Association's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy under the laws of the United States or any state;
  - B. The Association has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Association, to solicit or secure this Grant or this Agreement, and the

Association has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;

- C. The Association, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article, Annotated Code of Maryland is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Employment Security Administration, and has paid or arranged for the payment of all taxes due the State;
  - D. No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant;
  - E. Neither the Association, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Association, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations.
8. On or before Tuesday, September 2, 2025, the Association shall provide to MIEMSS an itemized statement of expenditures, showing how the funds under this agreement were expended verified by an officer of the Association. The Association shall retain bills of sale, records and other satisfactory evidence of the acquisition, maintenance and retention of any real or personal property for at least 3 years after the date of this Agreement. MIEMSS, the Maryland Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.
  9. The Association shall notify MIEMSS before Monday, March 3, 2025, if for any reason the Association is unable to use all or part of the funds extended under Item 1 above so that the funds may be allocated to other EMS providers requesting funds for the purchase of defibrillators or returned to the EMS Fund.
  10. The law of Maryland shall govern this Agreement.
  11. This Agreement shall bind the respective successors and assigns of the parties.

12. The Association may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of MIEMSS.
13. No amendment to this agreement is binding unless it is in writing and signed by the parties.
14. The individual executing this agreement on behalf of the Association represents that he or she is authorized by the Association to do so.

(the remainder of this page is intentionally blank)

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

Witness or Attest:

Grant Awardee:  
Salisbury Fire Department  
Region IV

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

The Maryland Institute for Emergency  
Medical Services  
Systems

By: \_\_\_\_\_

Approved as to form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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Assistant Attorney General

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**ORDINANCE NO. 2911**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND INSTITUTE FOR EMERGENCY MEDICAL SERVICES SYSTEMS FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$4,000.00, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE SALISBURY FIRE DEPARTMENT.**

**WHEREAS**, the Maryland Institute for Emergency Medical Services Systems has a 50/50 Grant Program for the purchase of Automated External Defibrillators (AEDs) and Cardiac Monitoring Devices; and

**WHEREAS**, the purpose of the grant program is to provide matching funding for the purchase of AED's and Cardiac Monitoring devices by Fire & EMS departments in the State of Maryland; and

**WHEREAS**, the City of Salisbury submitted a grant application to the Maryland Institute for Emergency Medical Services Systems for the partial funding of the purchase of AED's; and

**WHEREAS**, the Maryland Institute for Emergency Medical Services Systems has awarded the City funds in the amount \$4,000; and

**WHEREAS**, the City of Salisbury must enter into a grant agreement with the Maryland Institute for Emergency Medical Services defining how these funds will be released and accepted; and

**WHEREAS**, all funds shall be used towards the purchase of AED's by the Salisbury Fire Department; and

**WHEREAS**, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

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

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

**Section 1.** Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the Maryland Institute for Emergency Medical Services Systems, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$4,000.

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

**Section 2.**

**a)** The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

- 1)** Increase the Maryland Institute for Emergency Medical Services Systems (MIEMSS) Revenue Account (10500-424401-XXXXX) by \$4000.00.
- 2)** Increase Grant Match Revenue Account (10500-499000-XXXXX) by \$4,000.00.
- 3)** Increase SFD Medical Equipment Expense Account (10500-546016-XXXXX) by \$8,000.00.

**b)** The City of Salisbury's General Fund Budget be and hereby is amended as follows:

- 1)** Increase Grant Match – Fire Expense Account (91001-599124) by \$4,000.00.
- 2)** Decrease SFD Medical Equipment Expense Account (23045-546016) by \$4,000.00.



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

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

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

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

59 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
60

61 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
62 Salisbury held on the 13 day of January, 2025 and thereafter, a statement of the substance of the Ordinance  
63 having been published as required by law, in the meantime, was finally passed by the Council of the City of  
64 Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

65  
66 **ATTEST:**

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71 **Julie A. English, City Clerk**

70 \_\_\_\_\_  
71 **D'Shawn M. Doughty, City Council President**

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74 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
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80 **Randolph J. Taylor, Mayor**  
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# City of Salisbury

## Memo

To: Andy Kitzrow, City Administrator  
From: Rob Frampton, Fire Chief  
Date: 12/13/2024  
Subject: Ordinance Request

The Fire Department is requesting the approval of an ordinance to accept grant funds that were recently awarded from the State of Maryland Office of Overdose Response in the amount of \$542,000. These funds are to be used for salaries, supplies, medications, and software related to Opioid Usage provided by our SWIFT/MDCN Team. The grant requires the funds be used for an expansion of our SWIFT/MDCN activities to include the Bupronorphine program and community outreach to the school systems and other public groups over the next two years.

Account Numbers will be placed here after Finance sets them up.

Thank you in advance for your time and consideration in this matter. If there are any additional questions, please feel free to contact me.

**Exhibit 1 ORF Grant Agreement STATE OF  
MARYLAND**

**Maryland’s Office of Overdose Response**

100 Community Place, 4<sup>th</sup> Floor • Crownsville, Maryland 21032

<b>Grant Number:</b> 23	<b>Grantee Organization:</b> <i>Salisbury City Fire Department Swift Opioid Program</i>	
<b>Title of Project:</b> SWIFT (Salisbury-Wicomico Integrated Firstcare Team)		
<b>Amount of Grant:</b> \$542,000.00	<b>Period of Grant:</b> 1/1/2025 – 12/31/2026	<b>Date of Award:</b> 11/26/2024
<b>Grantee Project Officer:</b>		
Name: Chief Rob Frampton		Title: Fire Chief
Agency Name: Salisbury City Fire Department Swift Opioid Program		Address, City/State/Zip: 125 N. Division St. Salisbury, MD 21801
Email: rframpton@salisbury.md		
<b>MOOR Project Officer:</b>		
Name: <i>Khalil Cutair</i>		Title: <i>Grants Program Director - MOOR</i>
Agency Name: <i>Maryland’s Office of Overdose Response</i>		Address, City/State/Zip: <i>100 Community Place, 4<sup>th</sup> Floor Crownsville, Maryland 21032</i>
Email: <i>khalil.cutair@maryland.gov</i>		Phone: <i>(443) 381-3695</i>

1. **Scope of Work:** Grant funds shall be used exclusively for the purposes and in the manner described in the proposal in **Attachment 1**. The proposal must identify project goals that include objectives to attain each goal as well as performance measures to evaluate the project’s success. The proposal shall be incorporated into the Agreement by reference and attached as **Attachment 1**.
  
2. **Grant Period:** The grant period shall begin on **January 1, 2025** and end on **December 31, 2026** (the “Grant Period”).

3. **Approved Budget:** The grant shall have a budget of \$542,000.00. Grant funds shall be expended in accordance with the budget and budget justifications submitted, which shall be

100 Community Place, Crownsville, MD, 21032 • [StopOverdose@maryland.gov](mailto:StopOverdose@maryland.gov) • [StopOverdose.maryland.gov](http://StopOverdose.maryland.gov) incorporated by reference into the Agreement and attached as **Attachment 2**. Any additional funding provided by Maryland's Office of Overdose Response ("MOOR") shall be subject to the terms and conditions of the Agreement. Notwithstanding any other term or condition of the Agreement, MOOR reserves the right to make adjustments to the approved budget, including, but not limited to, the postponement, reduction, or cancellation of grant payments for any reason.

4. **Conditions of Funding:**

- A. **\*Performance-Based Conditions:** Funding under this grant is contingent upon the Grantee's, and any subgrantee's or subcontractor's, compliance with the terms and conditions of the Agreement and on MOOR's periodic assessment of the Grantee's, and any subgrantee's or subcontractor's, progress towards achieving the goals and objectives described in the proposal. The anticipated duration of services to be provided under this Agreement is two (2) years and one (1) additional option year, depending on the Grant Project, the availability of funding and MOOR's periodic assessment of the Grantee's, and any subgrantee's or subcontractor's, progress towards achieving the goals and objectives described in the proposal. MOOR will make determinations for funding the additional option year after MOOR receives and reviews the year-two third-quarter reporting from the Grantees.
- B. **Appropriations-Based Conditions:** If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance of the Agreement, MOOR may cancel the Agreement at the time the funds are not appropriated or otherwise made available. The effect of cancellation of the Agreement will be to discharge both the Grantee and MOOR from future performance of the Agreement, but not from their

obligations existing at the time of cancellation. MOOR shall notify the Grantee as soon as it has knowledge that funds may not be available for the continuation of the Agreement.

- C. **Statute-Based Conditions:** The expenditures from the Opioid Restitution Funds are determined by State Finance and Procurement Article § 7-331, including allowable uses, recommendations of the Opioid Restitution Fund Advisory Council, and the subfunds identified in State-Subdivision Agreement. Subsequent changes to State Finance and Procurement Article § 7-331 may affect the allowable expenditures under this grant program, and may broaden or reduce the activities allowable. MOOR will reach out to the grant monitor to notify of all changes in statute, and effects there may be to the grant.

5. **Disbursement and Expenditure of Grant Funds:**

- A. **Disbursement of Grant Funds:** Grant funds shall be disbursed quarterly on a reimbursement basis, in accordance with the disbursement schedule. The disbursement schedule shall be incorporated into the Agreement by reference and attached as **Attachment 3**. MOOR may adjust the schedule of payments based on its assessment of the Grantee's implementation of the proposal in accordance with the approved budget.

All required forms, backup materials, and reports must be provided in order to receive disbursement.

- B. **Budget Revisions:** Transfers among line items of the approved budget must receive prior written approval from MOOR, as must any transfer of funds to a new line item. Additionally, any deviance from a given budget line justification must receive prior written approval from MOOR.

- C. **Unapproved Expenditures:** Grantees shall not use funds for the following purposes:

1. Fundraising or lobbying;
2. Pre-award costs;
3. Supplanting existing local or federal funds activities described in this program. Supplanting is the use of MOOR grant funds to replace local or federal funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this award has been awarded. Any salaries, positions, personnel expenses, contractual expenses, equipment, travel, and other expenses paid for with MOOR grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget;
4. Depreciation expenses; and

5. Costs related to food or meals for meetings, training, exercises, or similar events unless the following criteria are met:
  - a. meals must be a necessary part of a working meeting (or training) and integral to full participation in the business of the meeting (i.e., food/meals may not be taken elsewhere without attendees missing essential formal discussions, lectures, or speeches concerning the purpose of the meeting or training);
  - b. meals cannot be provided for regularly scheduled or standing meetings;
  - c. meal costs are not included in event registration or duplicated in per diem or subsistence allowances;
  - d. meeting participants (majority) who are traveling longer than 2 hours from their assigned office are considered to be in travel status; and
  - e. guest meals (i.e., meals for non-essential attendees) are excluded from the project budget.

## 6. Property and Equipment

- A. **Procurement:** If the purchase of furniture or equipment is part of this grant project and the grantee is a governmental agency, it is required that such purchases are made by competitive bid or through the approved governmental procurement process. If the grantee does not have written procurement guidelines, the grantee must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed via the internet at: <https://procurement.maryland.gov/>.
- B. **Inventory Reporting:** Grantee purchased equipment, unless otherwise prohibited by State law, will be accounted for as follows:
  1. Equipment property records will be maintained, and reported annually to MOOR using the Property Inventory Report Form (PIRF). The PIRF will include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, the location, use and condition of the property.
  2. A physical inventory of the property will be taken and the results reconciled with the previous grantee property records reported to the grantor.
  3. A control system must be developed by the grantee to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported.

4. Adequate maintenance procedures must be developed by Grantee to keep the property in good condition.

C. **Disposition of Property or Equipment:** When original or replacement equipment purchased with grant funding is no longer needed for MOOR Program, disposition of the equipment will be as follows: (1) Items of equipment with a current per-unit book value or fair market value, whichever is higher, of less than \$1,000 may be retained or otherwise disposed of with no further obligation to MOOR. (2) Items of equipment with a current per unit book value or fair market value, whichever is higher, more than \$1,000 must be returned to MOOR, unless mutually agreed upon by both parties.

7. **Conflict of Interest:**

A. **General Conflict of Interest:** The Grantee must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by this award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

B. **Organizational Conflicts of Interest:** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

8. **Project Administration:**

A. **Administration of Grant Funds:** The Grantee will directly administer the project supported by the grant and agrees that no grant funds shall be disbursed to any organization, individual, or entity, whether or not formed by the Grantee, other than as specifically set forth in the proposal and budget, or as provided for in the Agreement.

B. **Project Officer:** MOOR considers the leadership of the project by the Project Officer crucial to its success and therefore reserves the right to terminate funding in the event the

Project Officer leaves the project or the Grantee's organization and the Grantee fails to make adequate arrangements for oversight of the project. The decision to continue or terminate funding would be made after careful consideration of the Grantee's interest in and capacity to continue the project. The Grantee agrees to notify MOOR at least thirty (30) days in advance of the departure of the designated Project Officer or as soon as practicable. If the Grantee fails to do so, MOOR may discontinue funding as of the date of the Project Officer's departure, and the Grantee would be liable for any project expenses incurred after this date. This Paragraph applies only to agreements or contracts made with a nongovernmental organization.

- C. **Subcontracts:** Any subcontracts with another organization or consulting agreements with an individual or firm for any amount must be approved by MOOR in writing prior to execution. A copy of each executed subcontract or consulting agreement must also be submitted to MOOR. The Grantee must ensure that all subcontracts and consulting agreements are subject to and in compliance with the terms of the Agreement.
  - D. **Project Revisions:** Except as expressly stated in the Agreement, any changes to the Grantee's proposal, budget, or monitoring and data tracking plan must receive prior written approval from MOOR. All requested revisions shall be submitted to MOOR in writing via a Modification Request, which must contain an explanation of the rationale for the requested revision(s).
9. **Invoicing:** In order to receive any funding, the Grantee is required to provide a quarterly report and reimbursement request in accordance with the schedule of payments (Attachment 3). The reimbursement request should clearly show the name and address of the State agency being billed. Each invoice must contain the vendor's name, remittance address, and federal taxpayer identification number or, if owned by an individual, his/her social security number. The invoice should be submitted via the form provided by MOOR. All requests for reimbursements must include sufficient supporting documentation to show evidence of adherence to budget justifications and that the expenses have been paid.

**10. Evaluation and Grant Monitoring:**

A. **External Evaluation.** The Grantee agrees to participate in an external evaluation of MOOR's grant programs, including assisting with any data collection and information gathering required, such as participation in surveys, site visits, meetings, and interviews with MOOR. In the event of a subcontract, the Grantee must incorporate Section 10 into any agreement.

B. **Grant Monitoring:**



1. MOOR will require the Grantee quarterly to submit to MOOR a completed Quarterly Project Report and complete performance measures with sufficient supporting documentation.
  - a. The Grantee must use the reporting templates provided by MOOR. Reports in other formats will not be accepted;
  - b. The Quarterly Project Report must be provided to MOOR 30 days following the close of the quarter. The
    - 1) Year 1
      - a) Quarter 1 (January – March); Due: April 30; and
      - b) Quarter 2 (April – June); Due: July 31.
      - c) Quarter 3 (July – September); Due: October 31;
      - d) Quarter 4 (October – December); Due January 31;
    - 2) Year 2
      - a) Quarter 5 (January – March); Due: April 30; and
      - b) Quarter 6 (April – June); Due: July 31.
      - c) Quarter 7 (July – September); Due: October 31;
      - d) Quarter 8 (October – December); Due January 31;
2. If the Grantee identifies a problem or barrier to meeting project goals as set forth in the proposal, the Grantee shall notify MOOR in writing immediately. Notification shall include specific strategies to deal with or overcome the problem or barrier and shall include any required revisions to the proposal or budget. Upon approval by MOOR, the proposed revisions shall be incorporated as amendments to the existing proposal or budget. Unless and until a proposed revision is approved by MOOR, the Grantee shall be responsible for completing all goals and objectives, as set forth in the existing proposal.
3. If MOOR determines that the Grantee's quarterly reports fail to comply with the requirements set forth in the Agreement, MOOR will notify the Grantee in writing. Following such notification, the Grantee shall have 30 days to provide new or additional documentation or information that responds to the deficiencies noted. If the Grantee fails to provide documentation or information satisfactory to MOOR, it may result in the suspension of further funding until satisfactory reporting is achieved and could result in cancellation of grant funds.
4. Should the Grantee receive funding from another source for the same project or a portion of the project, the Grantee shall notify MOOR in writing of the other funding source and provide the dollar amount and award conditions for the additional funding. Should this additional funding impact the manner or timing of grant funding from MOOR, the Grantee shall provide MOOR with a proposed revision to the proposal and budget, which reflects the incorporation of activities and funding from the other source

and may include alterations to the goals, objectives, and timelines set forth in the existing proposal and budget. Upon approval by MOOR, the revision(s) to the proposal and budget shall be incorporated as amendments to the existing proposal.

5. All provisions related to grant reporting and monitoring noted above should be incorporated into any subcontract agreements.

11. **Financial Records:** The Grantee agrees to maintain complete records of revenues and expenses for the project, together with appropriate supporting documentation. These records shall indicate precisely how the grant funds were expended by the Grantee and shall be included by the Grantee in submission of quarterly reimbursement requests. MOOR, at its expense, may audit or have audited the records of the Grantee insofar as they relate to the disposition of the funds awarded by MOOR, and the Grantee shall provide all necessary assistance in connection therewith. Records must be kept for at least four years after completion of the grant. In addition to those records referred to above, records to be kept and maintained for this period include all invoices, bills of sale, receipts, payroll reports, and employee time sheets. This provision must also be incorporated into any subcontracts.

12. **Performance Records:** The Grantee agrees to maintain complete records of program implementation and performance for the project, together with appropriate supporting documentation. These records shall indicate how the program was implemented, whom the program served, and include outcome measures, in accordance with the Grantee's proposal. MOOR, at its expense, may audit or have audited the records of the Grantee insofar as they relate to program performance and implementation, and the Grantee shall provide all necessary assistance in connection therewith. Records must be kept for at least four years after completion of the grant. This provision must also be incorporated into any subcontracts.

13. **Publicity:**

- A. **Press Announcements:** Prior to release, the Grantee Organization shall submit to MOOR and the Lt. Governor's team for review drafts of press releases announcing the grant or reporting project accomplishments or findings. In any press release concerning or mentioning this project, the Grantee Organization must acknowledge MOOR's support as follows: *Supported by Maryland's Office of Overdose Response. The views presented here are those of the grantee organization and not necessarily those of MOOR, its Special Secretary of Overdose Response, or its staff.*
- B. **Publications:** The Grantee Organization shall submit to MOOR an electronic copy of any publications, advertisements, or other outreach produced under the grant.
- C. **Acknowledgements:** In any publications or media resulting from this project, the Grantee Organization must acknowledge MOOR's support as follows: *Supported by a grant*

*provided by Maryland's Office of Overdose Response. The views presented here are those of the grantee organization and not necessarily those of MOOR, its Special Secretary of Overdose Response, or its staff. In video publications, this acknowledgment may be presented as text.*

- D. Copyright Interests:** All copyright interests in materials produced as a result of this grant are owned by the Grantee Organization. MOOR, however, retains a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use any such materials for MOOR purposes. Such license includes posting the materials on MOOR's website.
- 14. Limitations:** Except as stated in the Agreement, MOOR has no obligation to provide other or additional support to the Grantee for this or any other project or purpose.
- 15. Human Subjects:** If the grant is to be used in whole or in part for research involving human subjects, the Grantee hereby certifies that an institutional review board, which applies the ethical standards and the criteria for approval of grants set forth in U.S. Department of Health and Human Services policy for the protection of human research subjects (45 CFR part 46, as amended from time to time), has determined that the human subjects involved in this grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.
- 16. Non-Discrimination:** The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, national origin, disability, sexual orientation, gender identification, marital status, ancestry genetic information or any otherwise unlawful use of characteristics, or any other prohibited basis of discrimination by applicable laws and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.
- 17. Collusion or Other Offenses:** The person executing the Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:
- A. Neither the Grantee, nor any of its officers or directors, has engaged in collusion with respect to the Grantee's application for the grant or the Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States;
  - B. The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the grant or the Agreement;
  - C. The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed

all required annual reports and filing fees with the Department of Assessments and Taxation, and the Department of Labor, and has paid or arranged for the payment of all taxes due to the State;

- D. No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the grant; and
- E. Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

## 18. Indemnification

- A. To the extent permitted by State law, the Grantee shall hold harmless and indemnify MOOR, and the State of Maryland from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Grantee or its subcontractors under this Agreement.
- B. This indemnification clause shall not be construed to mean that the Grantee shall indemnify MOOR, and the State of Maryland against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of MOOR,, the State of Maryland or the State's employees.
- C. MOOR, and the State of Maryland have no obligation to provide legal counsel or defense to the Grantee or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Agreement against the Grantee or its subcontractors as a result of or relating to the Grantee's performance under this Agreement.

- D. MOOR, and the State of Maryland have no obligation for the payment of any judgments or the settlement of any claims against the Grantee or its subcontractors as a result of or relating to the Grantee's performance under this Agreement.
- E. The Grantee shall immediately notify the Project Officer of any claim or lawsuit made or filed against the Grantee or its subcontractors regarding any matter resulting from, or relating to, the Grantee's obligations under the Agreement, and will cooperate, assist, and consult with MOOR, and the State of Maryland in the defense or investigation of any claim, lawsuit, or action made or filed against MOOR, or the State of Maryland as a result of, or relating to, the Grantee's performance under this Agreement. F. This Section 18 shall survive termination of this Agreement.

**19. General Provisions and Governing Law:**

- A. The Grantee shall comply with Md. Ann. Code, State Finance and Procurement Art. §§ 7-402 and 7-403, as applicable.
- B. The laws of Maryland shall govern the interpretation and enforcement of the Agreement.
- C. The Agreement shall bind the respective successors and assigns of the parties.
- D. The Grantee may not sell, transfer, or otherwise assign any of its obligations under the Agreement, or its rights, title, or interest in the Agreement, without the prior written consent of MOOR.
- E. No amendment to the Agreement is binding unless it is in writing and signed by all parties.
- F. The Agreement is not subject to the Administrative Procedure Act, Md. Code Ann., State Gov't Art. §§ 10-201, *et seq.*

**20. Public Document:** The Grantee understands that MOOR considers all documents provided to MOOR under the Agreement as public documents. The Grantee shall clearly indicate any document or any portion of a document that it believes is "confidential" at the time that it first provides the document to MOOR. The Grantee shall do so by stamping or marking the document as "**CONFIDENTIAL.**" Any such designation shall be accompanied by a written explanation of the applicable exception under the Maryland Public Information Act ("MPIA"), Md. Ann. Code, Gen. Prov. Art. §§ 4-101, *et seq.*, that supports the confidentiality of the document or the information contained therein. MOOR retains final authority over the decision to disclose documents or information provided by the Grantee in accordance with the MPIA.

**21. Postponement, Cancellation, Reversion and Repayment of Grant Funds:**

- A. In addition to other powers set forth in the Agreement, MOOR may postpone or cancel unpaid installments and recover unspent grant funds if, in MOOR's sole judgment, the Grantee becomes unable to carry out the purposes of the grant or ceases to be an appropriate means for accomplishing the purposes of the grant, violates any provision of the Agreement, uses grant funds in an inappropriate manner or in a manner inconsistent with the approved proposal, or, as set forth above in Paragraph 4.A., MOOR determines that the Grantee is not meeting the goals and objectives of the proposal or the requirements set forth in the Agreement. In the event that one or more of the above violations occurs, MOOR shall provide the Grantee with written notice of the violation, and the Grantee shall have 30 days to cure the violation. Following such notice and opportunity to cure, MOOR shall notify the Grantee of its decision in writing via first-class United States mail. If MOOR's decision includes an order of reversion, then, subject to subsection C of this Paragraph, the Grantee shall return any portion of grant funds received but not expended within thirty days after MOOR's decision is mailed.
- B. In addition to the powers and remedies set forth in Paragraph A, if MOOR determines that the Grantee violated any provision of the Agreement or used grant funds in an inappropriate manner or in a manner inconsistent with the approved proposal, MOOR may order the Grantee to repay any portion, up to and including the entire amount, of grant funds that have been disbursed to the Grantee. MOOR shall notify the Grantee of any such decision in writing via first-class United States mail.
- C. In the event that MOOR exercises its powers under Paragraphs A or B, the Grantee may appeal MOOR's decision in writing within thirty days of the date MOOR's decision is mailed to the Grantee. The appeal shall be directed to MOOR Special Secretary of Overdose Response. MOOR shall notify the Grantee of its decision on the appeal in writing via first-class United States mail. MOOR's decision on any appeal is final.
- D. Failure to repay or return any remaining balance from an advance payment grant within 30 days of final reconciliation will result in the outstanding account balance being considered past due. An account is considered delinquent at 90 days past due. In accordance with COMAR Title 17, MOOR is required to forward all delinquent accounts to the State Central Collection Unit (SCCU). Once a balance has been transferred to SCCU, a collection fee of 17 percent is added to the total amount due.

## 22. Debarment

- A. The Grantee may be debarred from entering into a grant agreement with MOOR if any of its officers, partners, controlling stockholders, principals, or other persons substantially involved in its grant or contracting activities has been:

1. Convicted under the laws of the State of any of the following offenses, committed in furtherance of obtaining a grant or contract with a public body:
    - (i) Bribery;
    - (ii) Attempted bribery; or
    - (iii) Conspiracy to bribe;
  2. Convicted under any state or federal law of a criminal offense, other than bribery, incident to obtaining, attempting to obtain, or performing a public or private grant or contract;
  3. Convicted under any state or federal law of fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  4. Convicted of a criminal violation of a state or federal antitrust statute;
  5. Convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law described in sections 1.-4. of this paragraph; or
  6. Debarred from federal contracts under the Federal Acquisition Regulation, as provided in 48 C.F.R. Chapter 1.
- B. Additionally, the Grantee may be debarred from entering into a grant agreement with MOOR if MOOR finds that the Grantee has deliberately failed, without good cause, to perform in accordance with the specifications or within the time provided in the Grant Agreement, or has failed to perform, or performed unsatisfactorily, in accordance with the terms of one or more grants within the preceding 5 years unless the failure to perform or the unsatisfactory performance was caused by acts beyond the control of the Grantee.
- C. The Grantee also may be debarred for any other cause MOOR determines to be so serious as to affect the integrity of MOOR's grant making process, including, for example and not by limitation, intentional misrepresentations or omissions in a letter of intent or grant application submitted to MOOR.

**[This space is intentionally left blank]**



**Acceptance of Terms and Conditions:** The Agreement shall be signed by the Special Secretary of Overdose Response, the Project Officer, and the individual legally authorized to execute contracts on behalf of the Grantee, signifying agreement to comply with all of the terms and conditions specified above.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified:

For: **Maryland Office of Overdose Response**  
Grantor

By: \_\_\_\_\_ Date \_\_\_\_\_  
Emily Keller  
Special Secretary of Overdose Response

For: **[Organization Name]** By: \_\_\_\_\_

\_\_\_\_\_  
Signature of Project Officer  
(if different from the Authorized Official)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This form grant agreement was approved for form and legal sufficiency, by Jennifer Katz, Deputy Legal Counsel, on November 20, 2024 and may be used without further signature as long as the agreement is used without substantial modification.





## Maryland's Office of Overdose Response

November 25, 2024

Salisbury City Fire Department Swift Opioid Program  
123 Main St.; Salisbury, MD 21801  
Dr. Charles Dolan, Grant Writer/Community Paramedic

Re: MOOR ORF Grant Program Award - Salisbury City Fire Department Swift Opioid Program

Dear Dr. Charles Dolan :

We are pleased to inform you that on behalf of the Lt. Governor, Maryland's Office of Overdose Response is awarding Opioid Restitution Funding to Salisbury City Fire Department Swift Opioid Program in the amount of \$542,000.00 for the grant period starting January 1, 2025.

This funding is being awarded to support the following project:

- SWIFT (Salisbury-Wicomico Integrated Firstcare Team) for \$542,000.00

The following adjustments will be made to the application and budget prior award, according to the terms of the application instructions or the considerations of the evaluation committee:

- Remove training for \$100,000, note that medical supplies should not include narcan, which can be sought free of charge from CHRS

Awards are limited to expenditures that qualify under both the National Settlement Exhibit E and Maryland State Finance & Procurement Article 7-331. Administrative Expenses/Indirect costs are allowed only as expressly authorized by Article 7-331, and can not exceed 10% of grant direct costs per the terms of the grant. Opioid Restitution Funds cannot supplant existing local, state, or federal funding, and cannot supplant or supplement Medicaid funding for billable services. Changes or updates to State Finance & Procurement Article 7-331 may alter the allowable award amount, especially as related to administrative/indirect costs. Awardees will be notified if this legislation causes any increase or decrease in award amount.

Please confirm, with your receipt, the acceptance of these adjustments.

A draft grant agreement will be provided following your acceptance of the adjustments. This agreement will provide instructions related to reporting requirements. All award funding is subject to final execution of this agreement, and no services related to the approved project should begin prior to the execution of the agreement.

100 Community Pl, Crownsville, MD, 21032 • Email: [StopOverdose@maryland.gov](mailto:StopOverdose@maryland.gov) • Web:  
[StopOverdose.maryland.gov](http://StopOverdose.maryland.gov)

*MARYLAND'S OFFICE OF OVERDOSE RESPONSE*

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Thank you for your efforts to help combat the opioid and substance use crisis in Maryland. If you have any questions, please contact Grants Program Director Khalil Cutair at [khalil.cutair@maryland.gov](mailto:khalil.cutair@maryland.gov).

Sincerely,

A handwritten signature in cursive script that reads "Emily Keller". The signature is written in black ink and is positioned to the left of the typed name.

Emily Keller, Special Secretary of Overdose Response

## Volume 1- Project Narrative Summary

The first wave of the opioid crisis began in 1991, and over the past thirty years, drug overdoses have increased sixfold. The major opioid contributing to the first wave of the epidemic was due to the overprescription for pain. As strategies and guidelines to curb opioid prescription were initiated, the second wave of the epidemic began as an unintended consequence. In 2010, individuals who were previously dependent on prescription opioids began using a highly addictive and illegal substance known as heroin. Heroin provides psychological euphoria and physical effects that are significantly more potent than prescription opioids leading to a rise in overdose deaths. Currently, the United States is facing the third wave of the opioid epidemic involving the use of synthetic opioids created in a lab. Fentanyl is one of the most common synthetic opioids and is fifty times more potent than heroin. Overall synthetic opioids contribute to seventy percent of overdose deaths. Previously used drugs such as cocaine are now containing synthetic opioids leading to accidental deaths. The CDC encourages harm reduction tools such as fentanyl and xylazine test strips to educate individuals on the composition of the drugs being used. The progression of the opioid crisis continues to intensify resulting in more potent drugs, higher overdose rates and loss of life. This highlights the urgent need for comprehensive strategies to address this public health emergency.

The Maryland Opioid Operational Command Center revealed that the state witnessed a record high number of deaths due to drug overdoses in 2020. Addressing the severity of the opioid use disorder epidemic, the Command Center emphasized the pressing need to expand access to evidence-based treatments and interventions. This expansion is essential for mitigating harm and preventing avoidable deaths. Specifically, the city of Salisbury and Wicomico County in Maryland reflect the concerning trend of the opioid crisis seen across the nation. From 2017 to 2021, Wicomico County experienced a staggering forty-three percent surge in opioid overdose

deaths. The geographic location of Wicomico County poses substantial obstacles to accessing healthcare for opioid addiction treatment, amplifying the opioid crisis and generating a greater demand for services.

The City of Salisbury Fire District responds to 911 calls in the zip codes 21801, 21802, 21803, and 21804. In 2023, the Salisbury Fire Department responded to one hundred and ninety-nine calls due to overdoses. Currently, there are no programs to assist with rapid and immediate on-scene medication-assisted treatment for opioid abuse after an overdose in Wicomico County. The gap in services extends beyond medicated assisted treatment for opioid abuse but affects the coordination of services to mental health treatment and recovery services. The proposed opioid remediation by the Salisbury Fire Department will address the gaps in treatment by providing naloxone distribution, medication-assisted treatment distribution on the scene following overdose, expansion of warm hand-off programs and expansion of syringe services.

## **Meeting the Needs of Diverse Populations**

Currently, the City of Salisbury Fire Department and SWIFT (Salisbury-Wicomico Integrated Firstcare Team) have a program that started in 2017 to address the needs of vulnerable individuals and decrease health disparities. Inclusion of these individuals occurs daily and meets the needs in accordance with the Americans with Disabilities Act. The SWIFT program works directly with patients to provide full and equal access to individuals with disabilities. This initiative exemplifies the City of Salisbury Fire Department commitment to inclusion and addressing the needs of vulnerable individuals in the community. Below are some of the efforts made to support diverse populations:

- Immediate use of video translator services for American sign language, bilingual, and trilingual individuals
- Transportation provided by the fire department meets the needs of patients, including providing wheelchair vans for those who require handicapped-accessible vehicles
- Provision of alarmed medication boxes filled weekly by nurses for visually impaired individuals to ensure medication compliance
- Accompaniment of patients by nurses and nurse practitioners to appointments to improve health literacy
- Coordination with outpatient providers to assist individuals who face barriers to care secondary to anxiety, depression, and other mental health illnesses.

The Salisbury Fire Department will continue to support and exceed the needs of the diverse populations who require medication-assisted treatment and opioid remediation needs.

**SCOPE OF WORK 10-12 pages**

### **Section 3.2.1.1 The Americans with Disabilities Act**

The Salisbury Fire Department will continue to support the Americans with Disability Act and reduce health disparities for vulnerable populations. Strategies will be initiated to help disabled individuals seek appropriate medical treatment. The Salisbury Fire Department promptly strives to meet the needs of diverse populations and will provide effective communication, modifications of policies, and accessible facilities. Accommodations include handicap transportation, video translation for the visually impaired, bilingual or trilingual, and coordination of outpatient services for patients with low health literacy.

### **3.2.2 Opioid Remediation Activities**

The primary focus of grant funding provided to the Salisbury Fire Department is opioid remediation aimed at opioid prevention, harm reduction, and rapid response and treatment with evidence-based strategies and medications for opioid use disorder. The Salisbury Fire Department will be focusing on five of the eight core abatement strategies to effectively address the challenges posed by opioid abuse within the community.

The Fire Department will expand training for first responders and community members on naloxone use to reverse opioid overdoses. The goal is to improve the effectiveness of 911 responses to overdose incidents, through enhanced dispatcher training. The Fire Department will distribute and provide community-based naloxone distribution programs including leave-behind Narcan kits. Data provided by 911 will be evaluated and areas of increased risk and potential for overdose will be targeted to increase distribution for Naloxone. The funding provided will cover the cost of reversal medications for those who are uninsured or who are not currently under the care of a medical provider.

The second strategy is to provide evidence-based medication-assisted treatment “MAT” and distribution. Following a 911 overdose and naloxone reversal, first responders will collaborate with advanced practice providers and implement bridge therapy. This aims to stabilize patients after an overdose. Short-term medications, such as buprenorphine, will be provided on scene to manage withdrawal symptoms and treatment of opioid use disorder. Buprenorphine used for MAT will be provided for those whose insurance does not cover the needed service. Survivors of overdose receive immediate on-site counseling and support, ensuring a comprehensive treatment plan for long-term recovery. The opioid remediation and medication-assisted inductions on scene mimic multiple existing and successful programs within Maryland . Furthermore, education and awareness regarding the benefits of MAT will be provided to health care providers, EMTs, law enforcement, and other first responders. The Fire Department recognizes the multifaceted issues associated with opioid addiction and will develop partnerships with addiction treatment centers and mental health providers.

The Substance Abuse and Mental Health Services Administration (SAMHSA) recognizes harm reduction as an evidence-based approach to help people with opioid use disorders. The US Department of Health and Human Services also views harm reduction as a key pillar in overdose prevention strategy. The city of Salisbury plans to focus on harm reduction strategies, such as providing naloxone to those not accessing healthcare services. Additionally, the city of Salisbury and Wicomico County have observed an increase in unintentional overdoses due to non-opioids such as cocaine being laced with fentanyl and other synthetic opioids. As a response, the city plans to purchase and supply individuals with fentanyl and xylazine test strips. By using these test strips, individuals can understand the risks and choose to discard the substance if there is a concern for a potentially deadly overdose.

The third core strategy is expanding warm handoff programs and recovery services through a partnership with TidalHealth a local medical center within the City of Salisbury. This partnership will enhance access to Medication-Assisted Treatment (MAT) within the emergency department and inpatient services. By embedding nurse practitioners within SWIFT and the Salisbury Fire Department, we can broaden the scope of recovery services, including evidence-based treatment for other co-occurring mental health disorders. Administering medications for anxiety and depression is vital to combat opioid abuse, as unaddressed mental health issues can contribute to the misuse of substances.

The fourth core strategy for opioid remediation is to prevent future overdoses. The funding will support drug disposal programs, ensuring the safe disposal of unused medications. Studies show that between sixty-seven and ninety-two percent of individuals who receive opioid prescriptions end up with unused medications. Proper disposal is crucial to prevent accidental overdoses and addiction. Community members will receive free drug-deactivating bags, such as Deterra. These pouches require only a small amount of water and thirty seconds to destroy unused and dangerous medications. By encouraging community members and providing Deterra bags for proper disposal at home, we can significantly reduce the risk of opioid overdoses.

The final core strategy involves expanding syringe service programs. Sterile syringes play a crucial role in harm reduction strategies. Research spanning the past 30 years demonstrates that syringe service programs are safe, effective, and cost-saving. Importantly, they do not increase illegal drug use or crime; instead, they reduce the transmission of viral hepatitis, HIV, and other infections. Benefits of syringe service programs include providing naloxone alongside the syringes. Additionally, these programs facilitate relationship-building and increase individuals' willingness to seek treatment for opioid use disorder. With the medication-assisted treatment



strategy, individuals who utilize safe syringes and decide to seek treatment can receive immediate on-scene medications, such as buprenorphine.

The City of Salisbury Fire Department will harness the power of Geographic Information System (GIS) and hot mapping technology to pinpoint and prioritize areas within the community that are most at risk of the opioid crisis. By utilizing GIS mapping, the city aims to efficiently allocate resources and implement targeted harm reduction initiatives. This approach will include the strategic deployment of interventions such as safe syringe programs, the distribution of naloxone, provision of fentanyl and xylazine test strips, and dissemination of drug-deactivating bags to specific neighborhoods where they are most needed. GIS provides an added benefit through its capability to quickly make information available and continuously assess the evolving needs within the community. This contributes to better understanding and response to the changing local requirements for services and resources.

Medication-assisted treatment (MAT) is indeed a highly effective approach for treating substance use disorders, including opioid use disorder. Substance Abuse and Mental Health Services Administration (SAMHSA) recognizes its impact and recommends MAT based on evidence-based guidelines. MAT combines FDA-approved medications (such as methadone, buprenorphine, and naltrexone) with behavioral therapies to address both the physical and psychological aspects of addiction. Medication such as buprenorphine helps normalize brain chemistry, reduce cravings, and block the euphoric effects of opioids. There are significant benefits from medication-assisted treatments including improved survival, increased compliance, retention and treatment, decreased illicit opioid use, and HIV and hepatitis C prevention. Overall, MAT is an evidence-based and comprehensive approach to assist individuals recovering from opioid use disorders and improve their quality of life.

Through a collaborative partnership established in 2017, TidalHealth and the City of Salisbury Fire Department work closely together to address community needs. TidalHealth provides full support for the City of Salisbury Fire Department and ways to mitigate the opioid epidemic. TidalHealth developed a Crisis Center that is designed to provide comprehensive care for individuals offering mental health urgent care services such as crisis respite, observation, and intervention in a welcoming and homelike environment. The secured funding will be utilized to sustain and strengthen the collaborative efforts between TidalHealth crisis center and the City of Salisbury Fire Department. Our dedicated Nurse Practitioners provide medicated-assisted treatment on an outpatient basis, ensuring seamless and uninterrupted care for our patients. Our nurse practitioners provide a holistic approach and are excellent in developing trusting and longstanding relationships with patients. Furthermore, the crisis center has successfully established dedicated resources to facilitate the provision of treatment by specialized psychiatrists for individuals dealing with co-occurring mental health illnesses. In addition to this, the City of Salisbury Fire Department collaborates closely with TidalHealth's emergency department and with grant funding will support individuals who have experienced an overdose and are being discharged and initiate medication-assisted treatment. The program will promote referrals from outside organizations for individuals who are seeking resources and have been impacted by the opioid epidemic.

### **Feasibility and sustainability plan**

The proposed opioid remediation strategies will serve as a supplementary resource to the existing team comprised of paramedics, EMTs, and nurse practitioners within the City of Salisbury Fire Department. The grant funding will play a pivotal role in initiating the program, providing necessary medications for MAT, naloxone reversal, transportation, and establishing resources for the prevention and expansion of warm handoff and syringe programs. The City of

Salisbury has demonstrated a proven track record of success in community programs, notably exemplified by the Salisbury Wicomico Integrated Firstcare Team (SWIFT) initiative launched in 2017. This program effectively addressed the needs of vulnerable populations, fostering enhancements in their overall health and well-being. Subsequently, the fire department instituted a Minor Definitive Care Now Program (MDCN) that caters to non-emergency care of patients in their homes following a 911 call. Both endeavors highlight the City of Salisbury Fire Department's adeptness in initiating programs using grant funding while ensuring sustained success. Following the grant period, the program will transition toward billing for services rendered by nurse practitioners and emergency medical services. The City of Salisbury is committed to upholding and incorporating this program into the 2026 fiscal year budget, emphasizing its role as an adjunct to the existing emergency medical services without necessitating additional hiring for program implementation.

### **Non duplication of funds**

The city of Salisbury Fire Department is currently not equipped to provide services aimed at addressing the challenges posed by opioid use. These services include medication-assisted treatment, preventative programs, syringe service programs, naloxone distribution, and the expansion of warm hand-off programs and recovery services. It is important to note that the implementation of these services would not duplicate but enhance existing resources. The city of Salisbury has previously secured grant funding to introduce a community program SWIFT and MDCN. These programs have continued to yield successful outcomes even after the expiration of the grant funding, thanks to the utilization of alternative funding and support from the City of Salisbury.

## **Timeframe for implementation**

The proposed initiatives aim to address the opioid crisis by commencing a series of actions within thirty days following the award notice. This timeline will facilitate the acquisition of essential medications such as naloxone and buprenorphine to ensure immediate availability for patients in need. Additionally, the program will procure supplies to expand existing safe syringe programs and provide specialized Detera drug deactivation kits for the safe disposal of drugs. Within this 30-day period, comprehensive training sessions will be initiated for the City of Salisbury Fire Department. These sessions will focus on educating paramedics and nurse practitioners about medication-assisted treatment, equipping them with the necessary knowledge and skills to play crucial roles in addressing the opioid crisis. After the initial thirty days, the fire department will offer 24-hour services, with a focus on opioid remediation to provide the necessary support and care for those affected by opioid addiction.

## **Allowable/unallowable Costs, Indirect Costs and Subgrantees**

The Salisbury Fire Department has thoroughly examined exhibit E within the settlement agreement that applies to opioid remediation. The department has considered both allowable and unallowable costs outlined in the exhibit. The applicant will not utilize subgrantees or indirect costs. The Salisbury Fire Department will continue its partnership with TidalHealth and has full support in tackling the opioid crisis. Upon review, the grant funding will not utilize indirect costs. This decision stems from the understanding that neither are integral to the program's management and success. The City of Salisbury Fire Department will not use grant funding to supplement Medicaid funding for billable services.

### **Staffing 3.2.3**

The project director at the City of Salisbury has chosen Sergeant and paramedic David Phippin to act as the primary point of contact for Maryland Department Health. During his four decades of community service, David has made significant contributions to the development and execution of many community-based programs, such as SWIFT and MDCN. His track record of directing grants has been critical to these initiatives' success.

The individuals who will be directly providing services, as well as affiliated staff, will be required to complete annual compliance and privacy training. This training covers important regulations such as the Health Insurance Portability and Accountability Act (HIPAA), Medical Care and Management During Emergencies and Disasters (MCMRA), and 142 CRF Part two. Health care providers are currently required to undergo annual certification to ensure they meet the standards of HIPAA compliance. The City of Salisbury understands the significant impact of privacy in accordance with 142 CRF part two and recognizes the stigma surrounding opioid use disorder, which can affect individuals' willingness to seek treatment. Considering this, the Salisbury Fire Department is committed to taking all necessary measures to ensure the privacy and confidentiality of individuals seeking treatment and support.

A one-point lesson is essential and will be created to ensure that our staff members possess a comprehensive understanding of the pertinent requirements outlined in agreements, judgments, and regulations related to state finance and procurement. Furthermore, it is noteworthy that the City of Salisbury undergoes an annual audit of its financial records by an independent third party to guarantee the accuracy of the data.

### **Documentation and reporting 3.2.4**

The City of Salisbury Fire Department is committed to providing regular monthly progress reports through the use of Smartsheet software. We are honored to be considered for the

award and would be delighted to welcome representatives from the Maryland Department of Health for a site visit at their convenience. If selected as the recipient of the award, we will prepare a comprehensive final summary within 2 weeks after the contract end date.

Financial Proposal Form

Submitted by:

Authorized Signature: Charles L. Dolan Jr./CLD Date:07/26/2024

Printed Name and Title: Charles L. Dolan Jr. Grant Writer/Community Paramedic

Company Name: Salisbury Fire Department

Company Address: 325 Cypress Street, Salisbury, Maryland 21801

Location(s) from which services will be performed: Salisbury Maryland and Incorporated Section of Wicomico County.

FEIN: 52-6000806

EMMA# SUP1054591

Telephone: 410-548-3120

EMAIL: [dhippin@salisbury.md](mailto:dhippin@salisbury.md)

Line Item	QTY	Unit Cost	Total Cost
Salary (2 years)	2	205,909	411,818
Fringe (2 years)	2	40,091	80,182
Contractual	0	0	0
Supplies	2	15,000	30,000
Training-			
ADA/ESL Technology	2	5,000	10,000
Medications	2	5,000	10,000
<b>Total</b>	<b>14</b>	<b>271,000</b>	<b>542,000</b>

## Budget Narrative

### Salary:

The salaries in this section are related to the expansion of the SWIFT MDCN program to 16-20 hours per week from the current 8-hour shifts x 5 days per week (Monday to Friday). The cost includes one (1) full-time additional community paramedic to 40 hours per week at \$95,000 per year this includes all mandatory costs to the city of Salisbury. The nurse practitioner will be one (1) additional NP for 40 hours per week with an average yearly cost on the high-end of the scale at \$151,000 per year. Total yearly cost of \$251,000 per year or \$492,000 for the grant period. State EMS regulations require that a paramedic and a nurse practitioner are the mandatory crew configuration for this program. The current program is fully funded for the Monday to Friday program 8 hours per day.

### Supplies:

The supplies are directly related to provision of care to patients on the scene and the cost is just a projection based on current spend for medications, treatments, and disposable supplies used. The estimate is \$15,000 per year or \$30,000 for the total grant period.

### Training:

~~Training of EMS providers in Wicomico County, City of Salisbury and surrounding jurisdictions will be completed to increase the awareness and ability to treat those with SUD. Further, we will train local police agencies to include Salisbury Police Department, Wicomico County Sheriff's Department, and local police agencies to include Fruitland Police Department on the emergency use of Narcan and how to access the MDCN team for assisting with long term opioid treatment and potential use of Buprenorphine for treatment. The estimated cost per year is \$50,000 for training time, cost of instructors, etc. Total cost for the grant period is approximately \$100,000.~~

Removed per condition of award

### ADL/ESL Training:

As part of our very diverse community, we will need to have access to language services and sign language video interpretation services to cover the following languages that are prevalent in our area to include Haitian Creole, French, Spanish, Mandarin, Farsi, Tagalog, and many others due to large volume of migrant workers that come to our area. The proposed cost is \$5,000 per year or \$10,000 for the grant period.

### Medications:

The program will provide medications to these patients and providers to include Narcan and Buprenorphine. Further, the program will also use these funds to provide medications to SUD patients to prevent comorbid conditions leading to further exacerbation of underlying disease states. \$5,000 per year projected or \$10,000 for the grant period.

FUNDING ADMINISTRATION:	MDH/BHA
LOCAL HEALTH DEPT:	Salisbury Fire Department
ADDRESS:	325 Cypress Street
CITY, STATE, ZIPCODE:	Salisbury, MD 21801
TELEPHONE #:	410-543-3120
PROJECT TITLE:	SWIFT Opioid Program
AWARD NUMBER:	
CONTACT PERSON:	David Phippin
FEDERAL I.D. #:	52-6000806
INDEX:	
AWARD PERIOD:	
FISCAL YEAR:	
COUNTY PCA:	20022
FILE NAME: (see instructions)	

DATE SUBMITTED:	
ORIGINAL BUDG. (Y/N):	Y
MODIFICATION:	#
SUPPLEMENT:	#
REDUCTION:	#

	<b>Current Budget</b>
Direct Costs Net of Collections	542,000.00
Indirect Costs	0.00
Total Costs Net of Collections	542,000.00
MDH Funding	542,000.00
Local Funding	
All Other Funding	

(FY-County-CountyPCA-Grant#-)

MDH Program Approval/Comments

DGLHA Approval/Comments  
< DGLHA Log In ID

(1) LINE ITEM NO.	(2) LINE ITEM DESCRIPTION	(3) MDH FUNDING REQUEST	(4) OTHER DIRECT FUNDING			(6) TOTAL OTHER FUNDING (COL 4 + COL 5)	(7) TOTAL PROGRAM BUDGET (COL 3 + COL 6 + COL 11)
			LOCAL FUNDING	ALL OTHER FUNDING	TOTAL OTHER FUNDING		
0111	Salaries	492,000			0	492,000	
0121	FICA	0			0	0	
0131	Retirement				0	0	
0139	Def Compensation				0	0	
0141	Health Insurance				0	0	
0142	Retiree Health Insurance				0	0	
0161	Unemployment Insurance				0	0	
0162	Workmen's Compensation				0	0	
0171	Overtime Earnings				0	0	
0181	Additional Assistance				0	0	
0182	Adjustments				0	0	
0201	Consultants				0	0	
0280	Special Payments Payroll				0	0	
0291	FICA				0	0	
0292	Unemployment Insurance				0	0	
0299	Contractual Ser-Salaries & Fringe				0	0	
0301	Postage				0	0	
0304	Cellular Telephone				0	0	
0405	In-state Travel	0			0	0	
0409	Out-of-State Travel				0	0	
0415	Training				0	0	
0420	Stipend/Tuition				0	0	
0604	Electricity				0	0	
0613	Water				0	0	
0615	Utilities - Combined				0	0	
0701	Gas and Oil				0	0	
0703	Insurance & Title				0	0	
0705	Vehicle Maintenance & Repair				0	0	
0801	Advertising				0	0	
0803	Client Transportation				0	0	
0812	Personnel Investigations				0	0	
0816	Language				0	0	
0833	Repair & Maintenance				0	0	
0834	Photocopy Rental				0	0	
0835	Equipment Service				0	0	
0838	Software	10,000			0	10,000	



0839	Software Maintenance				0	0
0853	Maintenance				0	0
0854	Housekeeping				0	0
0856	Indirect Cost				0	0
0860	Laboratory Services				0	0
0869	Photography (Commercial)				0	0
0873	Printing				0	0
0881	Purchase of Care				0	0
0885	Trash Disposal				0	0
0896	Human Service Contracts				0	0
0899	Special Projects-Client Transport				0	0
0909	Cleaning Supplies				0	0
0919	Educational Supplies				0	0
0924	Food				0	0
0953	Medicine, Drugs & Chemicals	10,000			0	10,000
0957	Medical Supplies	30,000			0	30,000
0965	Office Supplies				0	0
0986	Other Supplies				0	0
1060	Computer Equipment				0	0
1073	Office Equipment				0	0
1180	Personal Computer Equipment				0	0
1192	Medical Equipment				0	0
1193	Office Equipment				0	0
1331	Dues & Memberships				0	0
1332	Insurance				0	0
1334	Rent				0	0



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**ORDINANCE NO. 2912**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE STATE OF MARYLAND FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$542,000.00, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE SALISBURY FIRE DEPARTMENT.**

**WHEREAS**, the State of Maryland has an Office of Opioid Overdose Response that awards grant funds for work related to opioid overdoses; and

**WHEREAS**, the City of Salisbury submitted a grant application to the State of Maryland’s Office for Opioid Overdose Response for funding for enhancement of the SWIFT/MDCN Opioid Overdose programs; and

**WHEREAS**, the State of Maryland has awarded the City funds in the amount of \$542,000.00; and

**WHEREAS**, the City of Salisbury must enter into a grant agreement with the State of Maryland to define how these funds will be released and accepted; and

**WHEREAS**, all funds shall be used to enhance the SWIFT/MDCN Opioid Overdose programs; and

**WHEREAS**, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

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

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

**Section 1.** Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the Maryland Department of Health, on behalf of the City of Salisbury, for the City’s acceptance of grant funds in the amount of \$542,000.

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

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

**(a)** Increase the Office of Overdose Response MD account (10500-424040-XXXXX) by \$542,000.

**(b)** Increase Salary Overtime Non -Clerical Expense Account (10500-501021-XXXXX) by \$109,818.

**(c)** Increase Various Benefits Expense Account (10500-502XXX-XXXXX) by \$80,182.

**(d)** Increase Consulting Fees Expense Account (10500-513400-XXXXX) by \$302,000.

**(e)** Increase Medical Supplies Expense Account (10500-546016-XXXXX) by \$40,000.

**(f)** Increase Operating Expense Account (10500-546006-XXXXX) by \$10,000.

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

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

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

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

58 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
59

60 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
61 Salisbury held on the 13 day of January, 2025 and thereafter, a statement of the substance of the Ordinance  
62 having been published as required by law, in the meantime, was finally passed by the Council of the City of  
63 Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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65 **ATTEST:**

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69 **Julie A. English, City Clerk** **D'Shawn M. Doughty, City Council President**

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73 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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78 **Randolph J. Taylor, Mayor**

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# City of Salisbury

## Memo

To: Andy Kitzrow, City Administrator  
From: Rob Frampton, Fire Chief  
Date: 12/2/2024  
Subject: Ordinance Request

The Fire Department is requesting the approval of an ordinance to accept grant funds that were recently awarded from the Rural Maryland Council's Prosperity Investment Fund in the amount of \$13,791.00. These grant funds are to be used for the purchase of an i-STAT portable laboratory device for our MDCN Team to use in the field for rapid assessment of laboratory results after blood draws. This piece of equipment will expedite the process for lab results and in some cases will prevent an unnecessary transport to the emergency room. Additionally, it will allow the Nurse Practitioner and Community Paramedic to further prescribe the proper treatments for the patient in the field.

Increase RMC Revenue Account No. 10500-424540-XXXXX by \$13,791.00

Increase Medical Expense Account No. 10500-513040-XXXXX by \$13,791.00

Thank you in advance for your time and consideration in this matter. If there are any additional questions, please feel free to contact me.



**RURAL MARYLAND COUNCIL GRANT AGREEMENT FOR DISBURSEMENT OF  
FISCAL YEAR 2025 RURAL MARYLAND PROSPERITY INVESTMENT FUND AWARD**

**Project Name:** RapidTest and Treat Response: On-Scene Diagnostics for Efficient Emergency Care to Prevent ED Visits

**Grantee Name:** Salisbury Fire Department SWIFT

**Address:** 325 Cypress Street  
Salisbury, MD 21801

**Federal ID Number:** 52-6000806



<b>Grantee Contact Information</b>			
<b>Fiscal Contact:</b>	David Phippin	<b>Project Contact:</b>	David Phippin
<b>Title:</b>	SWIFT Coordinator-Paramedic	<b>Title:</b>	Coordinator-SWIFT Program
<b>Organization:</b>	Salisbury Fire Department SWIFT	<b>Organization:</b>	Salisbury Fire Department SWIFT
<b>Address:</b>	325 Cypress Street	<b>Address:</b>	325 Cypress Street
<b>City:</b>	Salisbury	<b>City:</b>	Salisbury
<b>State:</b>	MD	<b>State:</b>	MD
<b>Zip Code:</b>	21801	<b>Zip Code:</b>	21801
<b>Phone:</b>	410-548-3120	<b>Phone:</b>	410-548-3120
<b>Email:</b>	DPhippin@salisbury.md	<b>Email:</b>	DPhippin@salisbury.md

The Rural Maryland Prosperity Investment Fund (the “Fund”) provides funding to rural regional planning and economic development organizations, rural entrepreneurship and healthcare programs, institutions of higher education and advanced technology centers at community colleges, as described in State Finance and Procurement Article, Section 2-206 Annotated Code of Maryland (the “Act”). Under the Act, the Rural Maryland Council (“RMC”) (the “Grantor”) has designated the Maryland Department of Agriculture (the “Administering Agency”) to administer the grant with the above named organization. The Administering Agency has designated the following to be its official contact: Charlotte Davis, Executive Director, Rural Maryland Council, 50 Harry S. Truman Parkway, Annapolis, MD 21401. The following conditions apply.

Grantor and Grantee agree as follows:

**The purpose of this Agreement** is to provide a grant of Thirteen Thousand Seven Hundred Ninety-One (\$13,791.00) to Grantee to assist in achieving the overall project and/or programmatic goals set forth in the Grantee’s Fiscal Year 2025 RMPIF Grant Application and referenced in the Scope of Work and Deliverables (“Exhibit 1”) attached to this Agreement and

incorporated herein. Specifically, these funds are to be used for those Deliverables as outlined in Exhibit 1.

Significant changes in the scope of work are not permitted. Minor changes that adhere to the original intent of the grant and maintain the essential integrity of the grant's purpose may be allowed provided the Grantor and the Administering Agency agree that such changes are consistent with the Board's intent.

Performance under this Agreement commences on **August 1, 2024**, and continues until agreed upon services are completed, but in any case no later than **June 30, 2025**.

Upon execution of this Agreement and receipt of "Request for Disbursement" ("Exhibit 2"), the Administering Agency will approve **100 percent** of the Grant funds to Grantee.

**Reporting:** The Grantee shall provide an interim programmatic and financial report no later than **February 28, 2025**, to the Administering Agency. The Grantee shall provide a final programmatic and financial report to the Rural Maryland Council and the Administering Agency Representative no later than **July 31, 2025**.

- Interim and final reports shall include **original documentation or certification verifying all grant fund expenditures**, to date. Interim reports shall include a forecast of expenses for the remainder of the grant period. Any overpayment or unspent funds shall be returned to the Grantor in conjunction with the final grant report.
- Interim and final reports must be submitted through the RMC grant portal: <https://www.grantinterface.com/Home/Logon?urlkey=ruralmaryland>

**By signing this agreement, the Grantee certifies that it:**

- Complies with all applicable federal, state, and local law, including laws relating to discrimination in employment; and,
- Complies with Maryland's policy concerning drug and alcohol free work places, as set forth in COMAR 01.01.1989.18 and 21.11.08 and shall remain in compliance throughout the term of this agreement.

**General Provisions:**

1. If Grantee's annual revenue exceeds \$750,000.00 during the preceding fiscal or calendar year, Grantee shall provide to the RMC and the Administering Agency a copy of a certified financial audit report. If Grantee's annual revenue does not exceed \$750,000.00 during the preceding fiscal or calendar year, Grantee shall provide a detailed statement of annual revenues and expenditures including a copy of the federal 990. Universities and local governments may provide alternative financial information as approved by the Grant Review Board.
2. Inspection of Records. Grantee shall allow any duly authorized representative of the Administering Agency or the State of Maryland (the "State") to inspect and audit, at reasonable times, all records and documents of the Grantee relating to this Grant, which records shall be retained by Grantee for at least three years after the termination of this Agreement. Grantee shall also submit such other reports or information as the Administering Agency requires.
3. Acknowledgement. Grantee shall use the RMC logo to credit and acknowledge the RMC in all programs and promotional materials relating to activities of the project supported

by this Grant Funding Agreement to include publications and ads on the web and in print. Any organization receiving funds from the RMC shall give credit to the RMC whenever and wherever credit is being given, including written, oral, broadcast and internet. To ensure proper credit to the RMC Grantees shall:

- (a) Use the RMC's name and logo on printed materials related to the grant;
- (b) Link to the RMC website from your organization's website;
- (c) Include the RMC logo on event signage or publications at your events;
- (d) Acknowledge our support in Power Point presentations, videos or reports;
- (e) Make an announcement at one of your regular/special events or meetings;
- (f) Mention the RMC's support in print, radio or television interviews you give about the organization, program or project; and,
- (g) Grantee shall notify local and state legislators of grant award received, and consider participating in, or sending an organization representative, to the annual legislative event, Rural Maryland Day in February 2025.

4. Grantee's Certifications. As an inducement to Administering Agency to make the Grant, Grantee hereby certifies and warrants that:
  - (a) Grantee has all requisite power and authority to enter into this Agreement.
  - (b) This Agreement has been executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.
5. Amendment. This Agreement, or any part hereof, may be amended from time to time only by written instrument executed by the Grantee, the RMC and the Administering Agency.
6. Assignment. Without the prior written approval of Administering Agency, the Grantee may neither assign all or any of the benefits of, nor delegate all or any of the duties imposed by this Agreement.
7. Default. A default shall consist of any breach of any of Grantee's covenants, agreements, warranties, or certifications in this Agreement.
8. Remedies Upon Default.
  - (a) Upon the occurrence of any default, the Administering Agency shall have the right to terminate this Agreement by written notice to Grantee. In the event of termination, Grantor may require Grantee to repay to RMPHF within thirty days of receipt of written notice of default all Grant funds which have been disbursed to Grantee, and Grantee shall have no right to receive any undisbursed Grant Funds.
  - (b) In addition to the rights and remedies contained in this Agreement, the Administering Agency may at any time proceed to protect and enforce all rights available to Administering Agency by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.
9. Indemnification. Grantee releases the Administering Agency, Grantor and the State, and its employees or agents from, agrees that the Administering Agency, Grantor and the State, and its employees or agents shall not have any liability for, and agrees to protect,



indemnify and save harmless the Administering Agency, Grantor and the State, and its employees or agents from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, all or any of them, as a result of or in connection with the Grant. All money expended as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to Grantor, Administering Agency, or the State, and/or its employees or agents, as their interests may appear.

10. Entire Agreement. This Agreement represents the complete, total and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto at the time of execution.

**WITNESS: Salisbury Fire Department SWIFT**

_____	By: _____
Witness Signature	Organizational Representative Signature
_____	Printed Name: _____
Witness Printed Name	Title: _____
	Date: _____

**WITNESS: Rural Maryland Council**

_____	By: _____
Witness Signature	Organizational Representative Signature
_____	Printed Name: <u>Charlotte Davis</u>
Witness Printed Name	Title: <u>Executive Director</u>
	Date: _____

**FY 2025 Rural Maryland Prosperity Investment Fund  
Grant Agreement**

**Exhibit 1**

**Name of Grantee Organization:** Salisbury Fire Department SWIFT

**Amount Awarded:** \$13,791.00

**Amount Requested:** \$13,791.14

**Scope of Work Summary:**

The Salisbury Fire Department mission is to ensure the health, safety and well-being of our community by providing prevention and mitigation of fire and life safety hazards in an effective and efficient manner. Minor Definitive Care Now (MDCN) is a branch of the Salisbury Fire department in which a nurse practitioner-led community paramedicine program has revolutionized the way non-urgent medical care is delivered to patients in need. By responding to 911 calls alongside paramedics, nurse practitioners (NPs) provide essential care directly to patients' homes or the location of the emergency. This approach not only enhances patient comfort and convenience but also alleviates the strain on emergency departments. This project's main goal is to expand MDCN's diagnostic toolkit by acquiring advanced portable laboratory devices (i-STAT) which can conduct a wide range of tests at the patients' location. The i-STAT provides immediate lab results that otherwise would take four + hours to complete.

**Deliverables:**

The RMPIF grant award, along with matching funds, will be expended to support the purchase of an i-STAT handheld blood analyzer and training for the Medical Director and Team to use the device.

**FY 2025 Rural Maryland Prosperity Investment Fund  
Grant Agreement**

**Exhibit 2: Request for Disbursement**

**Type: Disbursement**

**Company/Grantee Name:** Salisbury Fire Department SWIFT

**Federal Tax I.D.#:** 52-6000806

**Send Check To:** David Phippin  
SWIFT Coordinator-Paramedic  
Salisbury Fire Department SWIFT  
325 Cypress Street  
Salisbury, MD 21801

<b>FUNDS REQUESTED FOR DISBURSEMENT: \$13,791.00</b>
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Grant Period: 08/01/2024 to 06/30/2025  
Period Covered: Fiscal Year 2025

I certify the above to be a true and accurate accounting of our costs.

<b>Grantee Representative</b>	<b>RMC Representative</b>
	Charlotte Davis
Name (please print above)	Name (please print above)
	Executive Director
Title	Title
Date	Date
Signature	Signature
	PCA 38101
	Obj 1207

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**ORDINANCE NO. 2913**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE RURAL MARYLAND COUNCIL FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$13,791, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE SALISBURY FIRE DEPARTMENT.**

**WHEREAS**, the Rural Maryland Council has a Prosperity Investment Fund that awards grant funds for various projects to rural communities; and

**WHEREAS**, the City of Salisbury submitted a grant application to the Rural Maryland Council for funding for the purchase of an i-STAT portable laboratory device; and

**WHEREAS**, Rural Maryland Council has awarded the City funds in the amount of \$13,791.00; and

**WHEREAS**, the City of Salisbury must enter into a grant agreement with the Rural Maryland Council to define how these funds will be released and accepted; and

**WHEREAS**, all funds shall be used to purchase an i-STAT portable laboratory device to be used by the Salisbury Fire Department for patients meeting specific criteria; and

**WHEREAS**, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

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

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

**Section 1.** Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the Maryland Department of Health, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$13,791.00.

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

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

**(a)** Increase RMC Revenue Account No. 10500-424540-XXXXX by \$13,791.00.

**(b)** Increase Medical Expense Account No. 10500-513040-XXXXX by \$13,791.00.

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

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

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

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

49 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
50

51 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
52 Salisbury held on the 13 day of January, 2025 and thereafter, a statement of the substance of the Ordinance  
53 having been published as required by law, in the meantime, was finally passed by the Council of the City of  
54 Salisbury on the \_\_\_ day of January, 2025.

55  
56 **ATTEST:**

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59  
60 Julie A. English, City Clerk D'Shawn M. Doughty, City Council President

61  
62  
63  
64 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

65  
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68  
69 Randolph J. Taylor, Mayor

70  
71



**To: Salisbury City Council**

**CC: Julie English**

**From: Muir Boda, Director of Housing & Community Development**

**Subject: Budget Amendment Bless Our Children Donation for Santa's Winter Wonderland**

**Drive-Thru**

**Date: December 3, 2024**

---

Council,

The Housing and Community Development Department hosts an annual event that has evolved from Santa's Workshop at the Truitt Street Community Center to Santa's Winter Wonderland on the Downtown Plaza. Once again, Toys for Tots and Cloverland Dairy donated toys, milk, and books, which were distributed through this drive-thru Santa event on the Plaza. Last year, we had 185 cars, distributing over 430 gifts to children and over 400 books. We would also like to recognize the departments that assisted with the logistics of this event, including Field Operations, ABCD, and our team here at HCDD.

Once again, Draper Holdings Charitable Foundation has made a financial contribution to this event through its Bless Our Children Program. This year, we applied for and received a check for \$1,000, which will be placed into our Santa's Workshop multi-year fund account. This account is used to purchase gifts and other items needed to set up and enhance the experience, and it also allows Santa and his Elves to continue working and preparing gifts for next year.

If Council has any questions or concerns, please feel free to reach out.

Muir Boda  
Director HCDD

1 **ORDINANCE NO. 2914**

2 **AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET**  
3 **AMENDMENT OF THE CITY’S FY2025 BUDGET, ACCEPTING A DONATION**  
4 **FROM DRAPER HOLDINGS CHARITABLE FOUNDATION FOR THE SANTA**  
5 **WORKSHOP PROGRAM.**

6  
7 **WHEREAS,** the City of Salisbury’s Housing and Community Development Department hosts a Santa  
8 Workshop program every year, and  
9

10 **WHEREAS,** Draper Holdings Charitable Foundation Inc.’s program Bless Our Children wishes to donate  
11 funds to help this annual program; and  
12

13 **WHEREAS,** the donation of funds will be used to purchase gifts, refreshments, and equipment used to  
14 help Santa and his Elves continue working on making and preparing gifts for next year; and  
15

16 **WHEREAS,** appropriations necessary for this donation must be made upon the recommendation of the  
17 Mayor and the approval of four-fifths of the Council of the City of Salisbury.  
18

19 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY**  
20 **OF SALISBURY, MARYLAND,** as follows:  
21

22 **Section 1.** The City of Salisbury’s Special Revenue Fund be and hereby is amended as follows:

- 23 1) Increase Contribution Revenue 10700–456423–81001 by \$1,000.
- 24 2) Increase Operating Expenses 10700-546006-81001 by \$1,000.

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

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

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

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

36 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.  
37

38 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury  
39 held on the 13 day of January, 2025 and thereafter, a statement of the substance of the Ordinance having been  
40 published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the  
41 \_\_\_\_\_ day of \_\_\_\_\_, 2025.

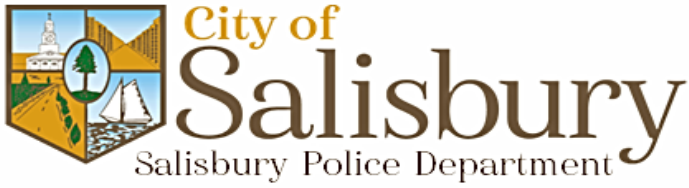
42  
43 **ATTEST:**  
44  
45

46  
47 \_\_\_\_\_  
48 **Julie A. English, City Clerk**

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

49  
50 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
51

52  
53 \_\_\_\_\_  
54 **Randolph J. Taylor, Mayor**



December 27, 2024

TO: City Administration and City Clerk's Office  
FROM: Chief Meienschein & Sgt. Elliott  
SUBJECT: Ordinance – Acceptance of Additional Grant Funds Not Included on Schedule C

Attached, please find an Ordinance to accept \$2,998.00 of additional grant funds from the FFY 2023 Edward Byrne Memorial Justice Assistance Grant Program, that were not included in the City's FY 2024 Schedule C.

Unless there are questions or concerns, please forward this Ordinance to the City Council.

Respectfully,

Chief David Meienschein #0165

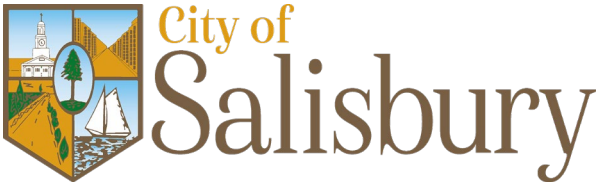
Sgt. Scott M. Elliott #1130



699 W. Salisbury Parkway  
Salisbury, MD 21801  
410-548-3165  
[www.salisburypd.com](http://www.salisburypd.com)







**CITY OF SALISBURY  
COUNTY OF WICOMICO  
STATE OF MARYLAND**

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF SALISBURY, MD AND THE COUNTY OF WICOMICO, MD**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the COUNTY of WICOMICO, acting by and through its County Executive, hereinafter referred to as COUNTY, and the CITY of SALISBURY, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of WICOMICO County, State of MARYLAND, witnesseth:

**WHEREAS**, this Agreement is made under the authority of the Salisbury City Charter and Wicomico County Charter: and

**WHEREAS**, each political subdivision, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each political subdivision finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$0.00 from the BJA FFY 2024 award for the Edward Byrne Memorial Program: and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

CITY agrees to pay COUNTY a total of \$0.00 of BJA FFY 2024 funds.

**Section 2.**

COUNTY agrees to use \$0.00 for the Edward Byrne Memorial Program until 9/30/2027.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Local Government Tort Claims Act, MD Code Ann., Courts and Judicial Proceedings §5-301 et seq.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Local Government Tort Claims Act, MD Code Ann., Courts and Judicial Proceedings §5-301 et seq.

**Section 5.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF SALISBURY, MARYLAND

COUNTY OF WICOMICO, MARYLAND

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

\_\_\_\_\_  
Julie M. Giordano, County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

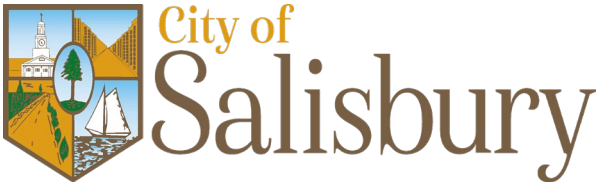
ATTEST:

\_\_\_\_\_  
Julie A. English, City Clerk

\_\_\_\_\_  
Aline K. Kenney, Administrative Assistant

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF SALISBURY  
COUNTY OF WICOMICO  
STATE OF MARYLAND**

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF SALISBURY, MD AND THE COUNTY OF WICOMICO, MD**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between The COUNTY of WICOMICO, acting by and through its County Executive, hereinafter referred to as COUNTY, and the CITY of SALISBURY, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of WICOMICO County, State of MARYLAND, witnesseth:

**WHEREAS**, this Agreement is made under the authority of the Salisbury City Charter and Wicomico County Charter: and

**WHEREAS**, each political subdivision, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each political subdivision finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$0.00 from the BJA FFY 2023 award, local award number 15PBJA-23-GG-03476-JAGX for the Edward Byrne Memorial Program: and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

CITY agrees to pay COUNTY a total of \$0.00 of BJA FFY 2023 funds.

**Section 2.**

COUNTY agrees to use \$0.00 for the Edward Byrne Memorial Program until 9/30/2026.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Local Government Tort Claims Act, MD Code Ann., Courts and Judicial Proceedings §5-301 et seq.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Local Government Tort Claims Act, MD Code Ann., Courts and Judicial Proceedings §5-301 et seq.

**Section 5.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF SALISBURY, MARYLAND

COUNTY OF WICOMICO, MARYLAND

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

\_\_\_\_\_  
Julie M. Giordano, County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Julie A. English, City Clerk

\_\_\_\_\_  
Aline K. Kenney, Administrative Assistant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## 2024 Maryland Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

### Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MD	ALLEGANY COUNTY	County	*	
MD	CUMBERLAND CITY	Municipal	\$11,442	\$11,442
MD	CECIL COUNTY	County	*	
MD	ELKTON CITY	Municipal	\$11,869	\$11,869
MD	DORCHESTER COUNTY	County	*	
MD	CAMBRIDGE CITY	Municipal	\$12,495	\$12,495
MD	WICOMICO COUNTY	County	*	
MD	SALISBURY CITY	Municipal	\$27,410	\$27,410
MD	WORCESTER COUNTY	County	*	
MD	OCEAN CITY CITY	Municipal	\$10,987	\$10,987
MD	ANNAPOLIS CITY	Municipal	\$20,465	
MD	ANNE ARUNDEL COUNTY	County	\$141,404	
MD	BALTIMORE CITY	Municipal	\$838,573	
MD	BALTIMORE COUNTY	County	\$297,551	
MD	CHARLES COUNTY	County	\$43,292	
MD	FREDERICK CITY	Municipal	\$24,193	
MD	FREDERICK COUNTY	County	\$16,736	
MD	GREENBELT CITY	Municipal	\$10,475	
MD	HAGERSTOWN CITY	Municipal	\$23,881	
MD	HARFORD COUNTY	County	\$24,336	
MD	HOWARD COUNTY	County	\$39,535	
MD	MONTGOMERY COUNTY	County	\$132,324	
MD	PRINCE GEORGES COUNTY	County	\$220,958	
MD	ST MARYS COUNTY	County	\$21,119	
MD	WASHINGTON COUNTY	County	\$18,188	
<b>Local total</b>			<b>\$1,947,233</b>	

**ORDINANCE NO. 2915**

**AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS IN THE AMOUNT OF \$2,998.00 UNDER THE FFY 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

**WHEREAS**, the U.S. Department of Justice Office of Justice Programs awarded the Salisbury Police Department \$28,148.00, under the FFY 2023 Edward Byrne Memorial Justice Assistance Grant Program; and

**WHEREAS**, the Salisbury Police Department already included \$25,150.00 of such funds on the City's FY 2024 Schedule C; and

**WHEREAS**, the remaining \$2,998.00 was not included on the City's FY 2024 Schedule C and therefore has not been formally accepted; and

**WHEREAS**, the collective amount of the funds will be used to complete the project approved under the FFY 2023 Edward Byrne Memorial Justice Assistance Grant Program; and

**WHEREAS**, § 7-29 of the Salisbury City Charter prohibits the City from entering into an agreement that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

**WHEREAS**, appropriations necessary to execute the purpose of these grant funds 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's Grant Fund Budget shall be and hereby is amended as follows:

- 1) Increase Revenue Account 10500-423101-22076 by \$2,998.00
- 2) Increase the Expense Account 10500-577035-22076 by \$2,998.00

**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 13 day of January, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_ day of January, 2025.

**ATTEST:**

\_\_\_\_\_  
**Julie A. English, City Clerk**

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

Approved by me, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Randolph J. Taylor, Mayor**