



CITY OF SALISBURY

115 S. Division Street, Salisbury, MD, 21801

WORK SESSION

Government Office Building

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

Monday, January 13, 2025, 6:00 p.m.

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

WELCOME/ANNOUNCEMENTS/PLEDGE

INVOCATION – Reverend David Michaud, St. Peter’s Episcopal Church

PROCLAMATION PRESENTATION – County Executive Julie Giordano

Annexation Introduction for 1501 Pemberton Drive – City Planner Amanda Rodriguez

Resolutions 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 “Pine Way – Pohanka Kia Annexation” City Planner Amanda Rodriguez

Resolutions 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” – City Planner Amanda Rodriguez

Budget amendment of the FY2025 General Fund Budget and the FY2024 Water Sewer Fund Budget to appropriate additional funds required for Field Operations – Assistant Director of Field Operations Jake Pavolik

Budget amendment 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 – Fire Chief Rob Frampton

Budget amendment 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 – Fire Chief Rob Frampton

Budget amendment 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 – Fire Chief Rob Frampton

Budget Amendment approving a budget amendment of the City’s FY2025 Budget, accepting a donation from Draper Holdings Charitable Foundation for the Santa Workshop Program – Housing & Community Development Director Muir Boda

Ordinance 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 – Police Chief Dave Meienschein

Resolution amending the Salisbury City Council Regulations and Rules of Order

PUBLIC COMMENT (AGENDA ITEMS ONLY)

ADJOURNMENT / CONVENE IN LEGISLATIVE SESSION

<p>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.</p>

Posted 01/10/25



City of Salisbury

To: Andy Kitzrow, City Administrator
From: Henry Eure, Deputy Director
Date: December 26, 2024
Re: Annexation Agreement Introduction – 1501 Pemberton Drive

The Department of Infrastructure & Development requests the proposed annexation of property located at 1501 Pemberton Drive be placed on the City Council work session agenda scheduled for Monday, January 13, 2025, for consideration. Consistent with the City's Annexation Policies and Procedures, the applicant has signed the annexation petition and has supplied additional information for your review before processing the request.

The site is comprised of a parcel located on the northerly side of Pemberton Drive, and totals 1.12 +/- acres in area. The site is located within the R-8 Residential zoning district of Wicomico County, and the applicant has requested that the parcels be designated as R-8 Residential upon annexation, which is a comparable zoning classification. Currently, a single family dwelling exists on the property. Upon annexation, the applicant intends to subdivide the property into two parcels and construct a single family dwelling on the unimproved lot.

In addition, the applicant has also requested that the council grant full participation in the city's Here is Home incentive despite missing several milestones, as the original annexation request and Here is Home submittal and approval occurred in 2022.

Attached, please find the annexation petition, as well as supplemental documents for the council's review and consideration to continue the annexation process.

Unless you or the Mayor have any further questions, please forward a copy of this memo, the petition for annexation, and all other accompanying documents to Council for their review.

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) # 0159

Map # 0037

SIGNATURE (S)

Signature

Jana Layfield

Printed

Jana Layfield

1/17/2022
Date

Signature

David F. Layfield Jr.

Printed

David F. Layfield Jr.

1/17/2022
Date

Signature

Printed

Date

Signature

Printed

Date



City of
Salisbury
Jacob R. Day, Mayor

January 21, 2022

David and Jana Layfield
5419 Loch Ness Terrace
Salisbury, MD 21801

Re: Here is Home Program Letter of Intent
1501 Pemberton Drive, Salisbury

Dear David and Jana Layfield,

The Department of Infrastructure and Development is in receipt of your application for the Here is Home – Housing Expansion Incentive Program dated January 17, 2022 for the above referenced project. We have also received your annexation petition and pre-annexation agreement. We have reviewed the application and found it to be eligible for the housing incentive program. The project is 100% residential, therefore 100% of fees paid after the date of the agreement are eligible for reimbursement. Please accept this letter as the official Notice of Pre-Approval. Attached is an estimated schedule of the fee waivers associated with the project. Also attached is a draft Agreement for the project.

Please review this information and if acceptable, please sign the documents. Once I have received a signed copy of this letter and the agreement, I will forward the agreement to the Mayor for his approval.

Please do not hesitate to contact me if you have any questions or if we can be of any assistance.

Sincerely,

Amanda H. Pollack, P.E.
Director

Letter of Intent Acknowledged by Applicant:

David and Jana Layfield

Date

Fee	Fee Estimate for Letter of Intent
Building Permit Fees	\$4,400.00
Fire Prevention Fees	\$2,640.00
Water and Sewer Connection Fee	\$7,420.00
Annexation Fees, to include Annexation, Development Assessment Fees	\$5,000.00
Other Eligible Fee (see below)	\$1,100.00
Total Estimated Fees	\$20,560.00

The fees listed above are estimate based on the information available at the date of the letter. The fee waiver will be based on the actual fees paid.

Other Eligible Fees include:

- Building Plan Review Fees
- Demo- Residential (Building Fee)
- Gas (Building Fee)
- Mechanical (Building Fee)
- Plumbing (Building Fee)
- Development Plan Review Fee
- Subdivision Review Fee
- Re-subdivision Review Fee
- Critical Area Fees (Certificate of Compliance)
- Infrastructure Reimbursement Administrative Fee
- Water Meter Setting Fee
- Fire Permit Fees

City of Salisbury Council, City Staff, and Legal Counsel:

I have been trying to make progress with the annexation of a small property I own on Pemberton Drive in Salisbury. The address is 1501 Pemberton Drive. It is an old farmhouse at the entrance of Sleepy Hollow. I began the annexation process in 2022 to participate in the Here is Home program (agreement executed 2/21/2022). I have done what was asked of me. I paid the \$2,000 legal fee. I and my engineer, Brock Parker, submitted everything we needed to submit back in 2022.

I have called and spoken to numerous folks at the City and not one person has been able to tell me one fact about the status of the annexation that is helpful. Not one fact.

I have a building permit from the County to do a gut renovation. I have had that permit since 2022. That permit was issued by the County knowing that I would be annexed and the permit was conditioned on replacing the well and septic completely.

I waited to start construction knowing the annexation would take some time and I didn't want a completed home and large interest bearing construction loan hanging over my head while the annexation got sorted out. My County permit expires in February, 2025. Knowing I needed to get moving on construction, I began construction last month. Construction will be complete in the spring (I'll be applying for a short extension of my building permit) and I have no way to provide water and sewer to the house because the City of Salisbury has not moved on the annexation or connections. So, the project is stranded due to the inaction of the City of Salisbury.

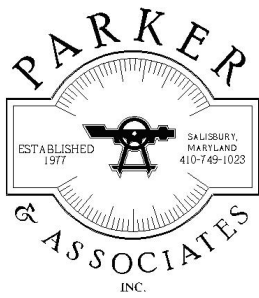
Furthermore, the Here is Home milestone dates for the fee waiver have come and gone but at no fault of mine. The City has sat on the annexation and allowed those milestones dates to pass.

I am begging someone at the City of Salisbury to give this some attention. I know this is a small project, but my wife and I are throwing our hearts into restoring this beautiful old home and adding it to the housing stock of Salisbury and we can't make that happen if the City just keeps ignoring us.

The action items I would like to come of this email are: 1) finalize the annexation, 2) provide me expectations on public improvements and connections, and 3) assure me I will still receive the full waiver of the Here is Home incentive even though the milestones have passed due to no fault of mine.

Please reply as soon as possible.

Thanks,
Dave Layfield
5419 Loch Ness Terrace
Salisbury, MD 21801
[443.523.6265](tel:443.523.6265) Mobile



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 21, 2022

Les Sherrill, Prof. LS
City surveyor
Department of Infrastructure
City of Salisbury
125 N. Division St.
Salisbury, MD 21801

**RE: Petition for Annexation
Pemberton Drive Parcel 159**

Dear Les,

On behalf of the developer/owner, I am seeking annexation of Parcel 159, located on Pemberton Drive, just outside of the city limits of Salisbury and containing a total annexation area of 1.12 acres more or less.

The aforementioned Parcel can be found on Tax Map 37, and further described on the attached plat entitled, "Annexation Plat – 1501 Pemberton Drive Salisbury, MD, Parcel 159"; additionally on plat reference 607/15.

The present zoning of the property is R-8 Residential (Wicomico County). We are requesting said parcel be annexed into the City of Salisbury and zoned R-8 Residential, as this Parcel is encompassed by lands already within city limits. The proposed use will be single family residential, with access to city water & sewer, and private trash collection.

The project is currently in the preliminary design stage. If we are able to feasibly obtain annexation and water/sewer services, we will move forward diligently with this project. We strongly feel this project would have success in it's given location.

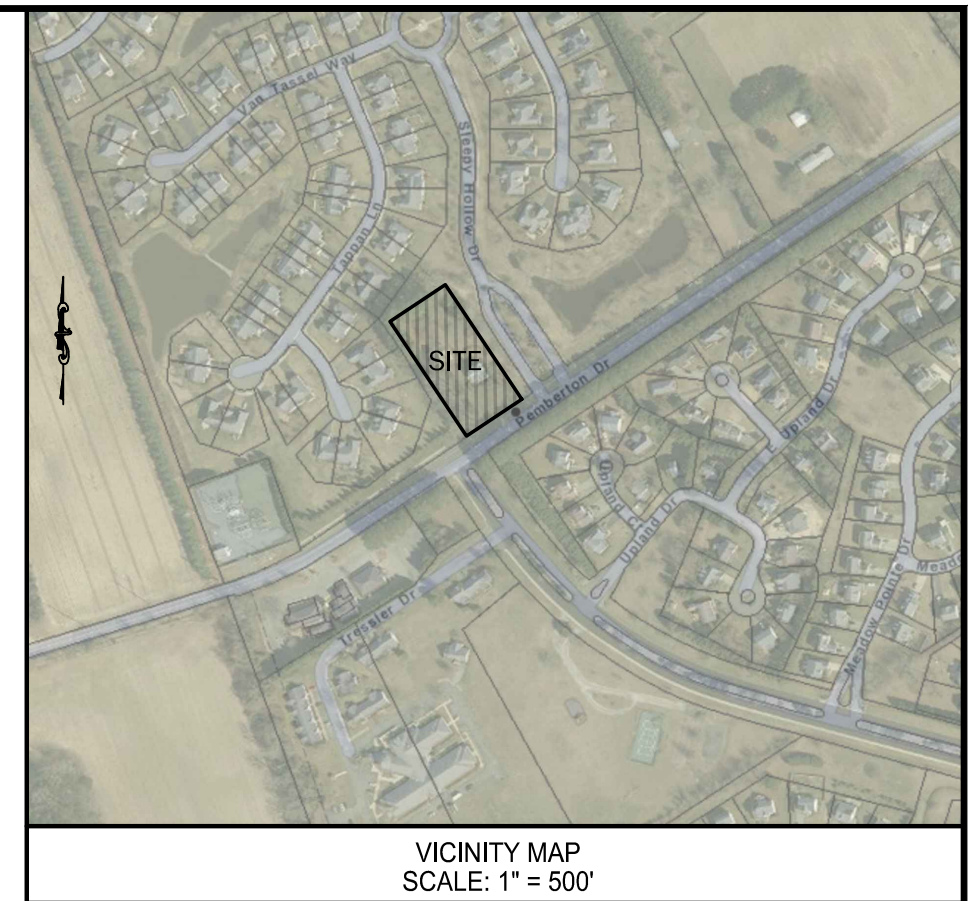
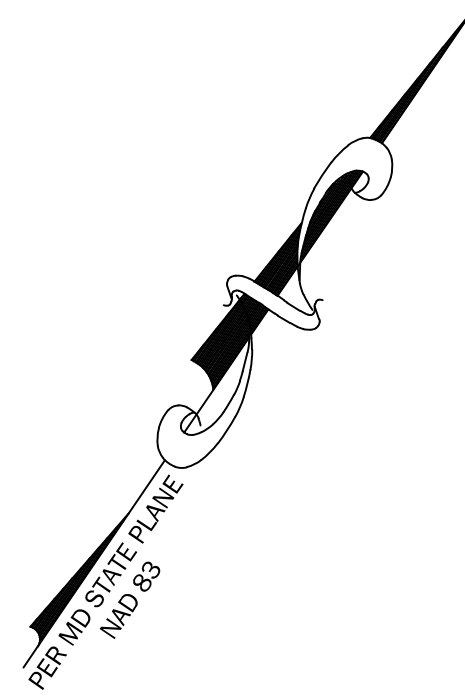
Please note for the record, that I have been authorized to make this petition on behalf of the developer/client, as his agent.

Thank you for your time and consideration with this project.

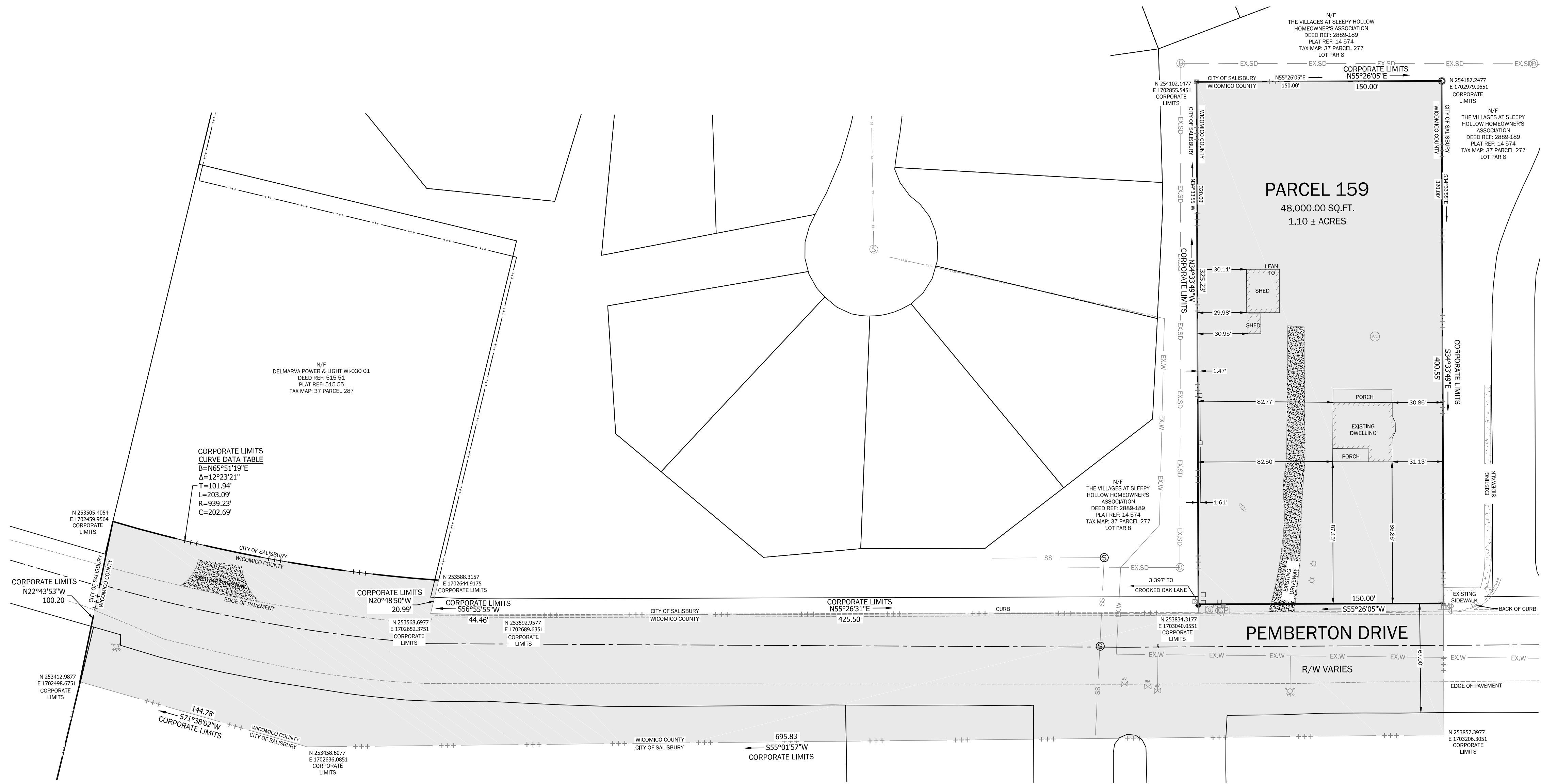
Sincerely,

X

Rachelle Rauenzahn
CAD Technician/Project Manager
Parker and Associates



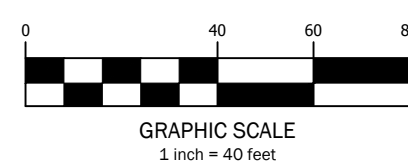
LEGEND	
[Symbol]	CONCRETE MARKER FOUND
[Symbol]	IRON PIPE WITH CAP FOUND
[Symbol]	IRON ROD WITH CAP FOUND
[Symbol]	FIRE HYDRANT
[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	UTILITY POLE
[Symbol]	WATER VALVE
[Symbol]	LIGHT POLE
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[Symbol]	CABLE PEDESTAL
[Symbol]	TELEPHONE PEDESTAL
[Symbol]	TRANSFORMER
[Symbol]	GAS LINE
[Symbol]	ROAD SIGN
[Symbol]	FENCE POST
[Symbol]	STORM DRAIN MAN HOLE
[Symbol]	EXISTING PICKET FENCE
[Symbol]	ROAD SIGN
[Symbol]	FENCE POST
[Symbol]	EXISTING PICKET FENCE
[Symbol]	CORPORATE LIMITS LINE TO BE ELIMINATED
[Symbol]	CORPORATE LIMITS LINE TO BE ADDED
[Symbol]	EXISTING CORPORATE LIMITS LINE
[Symbol]	AREA TO BE ADDED INTO CITY LIMITS



- GENERAL NOTES**
- THE PROPERTY SHOWN HEREON IS CURRENTLY OWNED BY:
DAVID F. JR & JANA LAYFIELD
MAILING ADDRESS: 5415 LOCKNESS TERRACE, SALISBURY, MD 21801
PREMISES ADDRESS: 1501 PEMBERTON DRIVE, SALISBURY, MD 21801
 - DEED REFERENCE: 4720-266
 - PLAT REFERENCE: 607-15
 - TOTAL NUMBER OF PARCELS = 1
 - TOTAL AREA OF PARCEL = 48,000.00 SQ. FT. / 1.10 ± ACRES
 - THIS PROPERTY IS SHOWN ON F.I.R.M. COMMUNITY PANEL (232 OF 375), MAP NUMBER 240650232E, EFFECTIVE DATE AUGUST 17, 2015, AS BEING IN ZONE "X," AREAS DETERMINED TO BE MINIMAL FLOOD HAZARD.
 - THE PRESENT ZONING OF THIS PROPERTY IS: R-8 RESIDENTIAL (WICOMICO COUNTY).
 - THE PROPOSED ZONING OF THIS PROPERTY IS: R-8 RESIDENTIAL DISTRICT (CITY OF SALISBURY).
 - THIS PROPERTY IS LOCATED WITHIN G.P.R. MANAGEMENT ZONE A.
 - THIS ANNEXATION PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS-OF-WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH.
 - TOTAL AREA TO BE ANNEXED = 118,623.60 SQ.FT. / 2.72 ± ACRES

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NUMBER 21193, RENEWAL DATE JANUARY 25, 2024.

BROCK E. PARKER _____ DATE _____



REVISIONS		DATE	BY
03/23/23	RLPR		
03/30/23	RLPR		

ANNEXATION PLAT

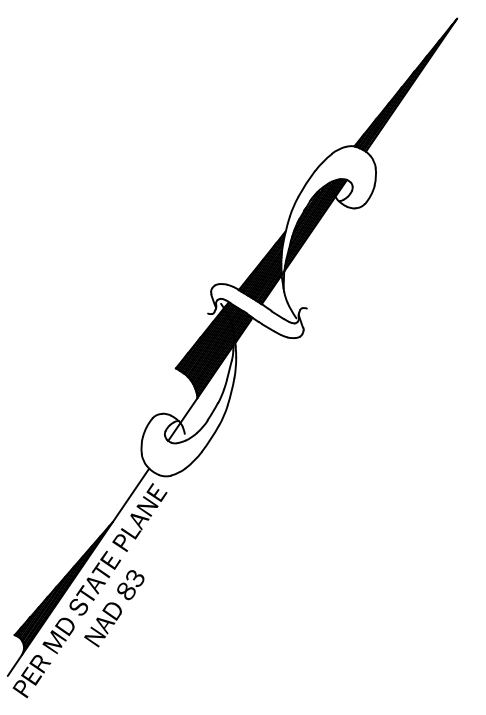
1501 PEMBERTON DRIVE SALISBURY, MD, PARCEL 159
AS SHOWN ON "PROPERTY SURVEY RONALD H. & IRENE RAYNOR"

LOCATION: SALISBURY ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND	SCALE: 1" = 40'	DATE: 02-14-2023	TAX MAP: 37
DRAWN BY: S2366-PS-ANNEXATION	JOB NO.: S2366	DATE: 02-14-2023	PARCEL: 159

SURVEYING FORESTRY

CIVIL ENGINEERING INC. SITE PLANNING

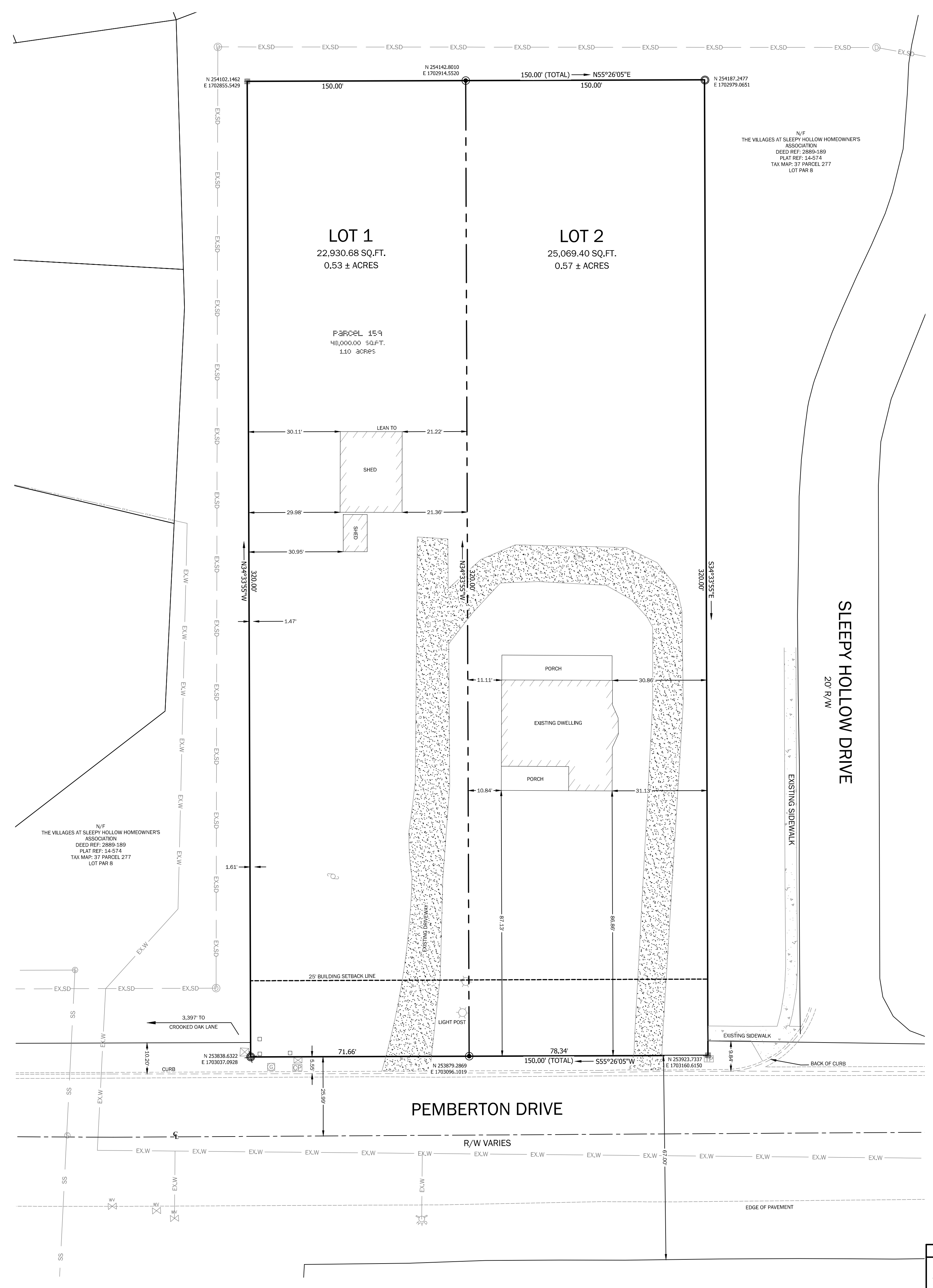
Mar 30, 2023 9:08am



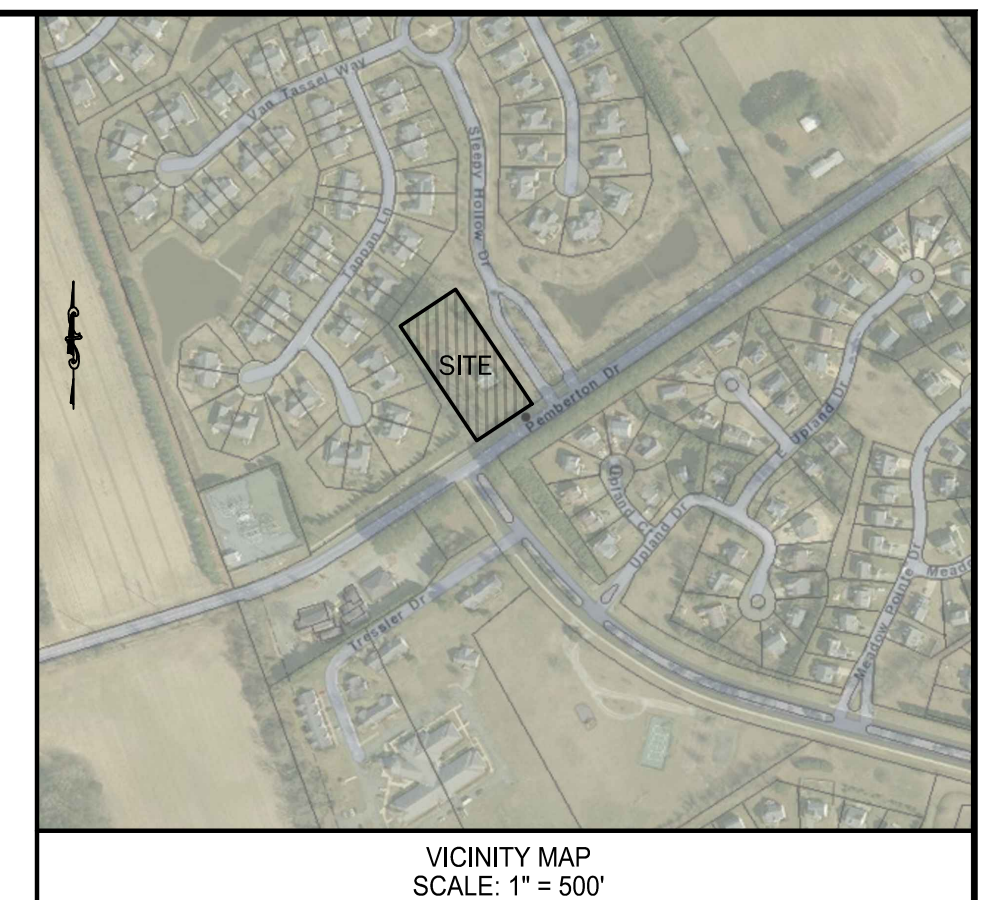
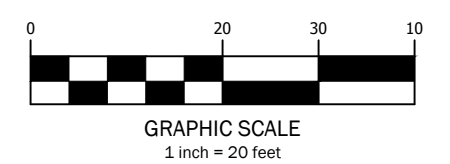
LEGEND	
	- CONCRETE MARKER FOUND
	- IRON PIPE WITH CAP FOUND
	- IRON ROD WITH CAP FOUND
	- IRON PIPE WITH CAP SET
	- FIRE HYDRANT
	- SANITARY SEWER MANHOLE
	- UTILITY POLE
	- WATER VALVE
	- LIGHT POLE
	- SEPTIC LID
	- CABLE PEDESTAL
	- TELEPHONE PEDESTAL
	- TRANSFORMER
	- GAS LINE
	- ROAD SIGN
	- FENCE POST
	- STORM DRAIN MAN HOLE
	- EXISTING PICKET FENCE
	- SANITARY SEWER
	- EXISTING WATER
	- EXISTING STORM DRAIN

GENERAL NOTES

- 1) THE PROPERTY SHOWN HEREON IS CURRENTLY OWNED BY:
 DAVID F. JR & JANA LAYFIELD
 MAILING ADDRESS: 5419 LOCHNESS TERRACE, SALISBURY, MD 21801
 PREMISES ADDRESS: 1501 PEMBERTON DRIVE, SALISBURY, MD 21801
- 2) DEED REFERENCE: 4720/266
- 3) PLAT REFERENCE: 607/15
- 4) TOTAL NUMBER OF PARCELS = 1
- 5) TOTAL NUMBER OF PROPOSED LOTS = 2
 TOTAL AREA OF PARCEL = 48,000.00 SQ. FT. / 1.10 ± ACRES
 TOTAL AREA OF PROPOSED LOT 1 = 22,930.68 SQ. FT. / 0.53 ± ACRES
 TOTAL AREA OF PROPOSED LOT 2 = 25,069.40 SQ. FT. / 0.57 ± ACRES
- 6) THIS PROPERTY IS SHOWN ON P.L.M. COMMUNITY PANEL (232 OF 375), MAP NUMBER 24045C0232E, EFFECTIVE DATE AUGUST 17, 2015, AS BEING IN ZONE "X," AREAS DETERMINED TO BE MINIMAL FLOOD HAZARD.
- 7) THE PRESENT ZONING OF THIS PROPERTY IS: R-8 RESIDENTIAL DISTRICT (CITY OF SALISBURY).
- 8) THIS PROPERTY IS LOCATED WITHIN G.P.R. MANAGEMENT ZONE A.
- 9) THIS SUBDIVISION PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS-OF-WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH.
- 10) THIS PROPERTY IS SHOWN ON CITY MAP
- 11) PROPERTY OWNERS SHALL BE RESPONSIBLE FOR ALL GRASS CUTTING WITHIN THE PUBLIC RIGHT OF WAY AND OR EASEMENTS ALONG THE FRONTAGE OF OR THROUGH THEIR PROPERTY. THE MAINTENANCE OF ALL LANDSCAPE MEDIANS OR ISLANDS LOCATED INSIDE OF CITY OF SALISBURY RIGHT OF WAY IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION. THE MAINTENANCE OF ALL DRAINAGE FACILITIES LOCATED OUTSIDE THE CITY OF SALISBURY RIGHT OF WAY IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- 12) CITY OF SALISBURY UTILITY EASEMENTS SHALL BE RESERVED FOR FUTURE USE BY THE CITY AT NO COST TO THE CITY FOR CITY UTILITY INSTALLATION, SIDEWALKS, DRAINAGE OR OTHER SUCH PUBLIC USE, WHICH MAY BE DETERMINED BY THE DIRECTOR OF PUBLIC WORKS AND SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS OR THE OWNER'S ASSOCIATION. NO STRUCTURAL IMPROVEMENTS, TREE OR SHRUB PLANTING OR THE PLACEMENT OF ANY LANDSCAPING OTHER THAN GRASS CAN BE MADE IN OR ON THE CITY OF SALISBURY UTILITY EASEMENTS, INCLUDING IN THE AIR RIGHTS OVER THE EASEMENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF SALISBURY.
- 13) ALL NON-CITY UTILITIES, SUCH AS, BUT NOT LIMITED TO, ELECTRIC, TELEPHONE, GAS AND C.A.T.V. SHALL BE INSTALLED OUTSIDE THE CITY OF SALISBURY UTILITY EASEMENTS. PERPENDICULAR CROSSINGS WILL BE ALLOWED.
- 14) OWNER/DEVELOPER, AND SUBSEQUENT OWNERS, THEIR SUCCESSORS AND ASSIGNS, SHALL NOT MODIFY THE INDIVIDUAL LOT GRADING PLANS AND/OR THE IMPROVEMENTS CONSTRUCTION PLAN, AS APPROVED BY THE SALISBURY DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT WITH CONSTRUCTION, GRADING OR LANDSCAPING.
- 15) PRIVATE IRRIGATION LINES SHALL NOT BE INSTALLED IN CITY RIGHT OF WAYS OR EASEMENTS WITHOUT WRITTEN APPROVAL OF SALISBURY DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT.
- 16) WATER AND SEWER CAPACITY EXISTS AND WILL BE RESERVED FOR THIS SUBDIVISION; SUBJECT TO MUNICIPAL, STATE AND FEDERAL LAWS AND REGULATIONS.
- 17) ALL COORDINATES SHOWN HEREON THIS PLAT ARE BASED ON MARYLAND STATE DATUM NAD 83.
- 18) THE APPROVAL OF THE CITY OF SALISBURY DEPARTMENT OF INFRASTRUCTURE DOES NOT RELIEVE THE APPLICANT OF THE RESPONSIBILITY TO COMPLY WITH ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.



PURPOSE STATEMENT
 THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE PARCEL 159 INTO 2 LOTS TO CREATE A NEW LOT 1 & A NEW LOT 2.



WICOMICO COUNTY FOREST CONSERVATION ACT
 THIS SUBDIVISION IS BOUND BY THE AGREEMENTS AS SET FORTH IN FCA # _____ ON FILE IN THE PLANNING OFFICE.
 PLANNING DIRECTOR _____ DATE _____

APPROVED: _____ City Project # _____
 CITY OF SALISBURY
 DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT
 RICHARD D. BALDWIN
 ACTING DIRECTOR _____ DATE _____

THIS SUBDIVISION IS APPROVED IN ACCORDANCE WITH THE WICOMICO COUNTY COMPREHENSIVE WATER AND SEWERAGE PLAN AND WILL BE SUPPLIED COMMUNITY WATER AND SEWER PROVIDED BY THE CITY OF SALISBURY.
 WICOMICO COUNTY HEALTH DEPARTMENT _____ DATE _____

ALL LOTS OFFERED FOR SALE WILL BE PROVIDED WITH COMMUNITY WATER AND SEWER
 DAVID LAYFIELD _____ OWNER _____ DATE _____
 JANA LAYFIELD _____ OWNER _____ DATE _____

WE CERTIFY THAT THE REQUIREMENTS OF "REAL PROPERTY SECTION 3-108 OF THE ANNOTATED CODE OF MARYLAND, LATEST EDITION, AS FAR AS IT CONCERNS THE MAKING OF THIS PLAT AND THE SETTING OF THE MONUMENTS HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE."
 BROCK E. PARKER _____ DATE _____
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LIC. #21193 RENEWAL DATE 07/24/2020
 DAVID LAYFIELD _____ OWNER _____ DATE _____
 443-523-6265
 JANA LAYFIELD _____ OWNER _____ DATE _____
 443-523-6265

REVISIONS		SUBDIVISION PLAT		
DATE	INT.	1501 PEMBERTON DRIVE SALISBURY, MD, PARCEL 159		
		AS SHOWN ON "PROPERTY SURVEY RONALD H. & IRENE RAYNOR"		
		LOCATION	SALISBURY ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND	
SCALE	1" = 20'	DATE	03-29-2023	TAX MAP
				37
DRAWN BY	RLPR	PARCEL	159	
JOB NO.	S2366	DATE	03-29-2023	
DRAWN BY	RLPR	PARCEL	159	

ESTABLISHED 1977
 PARKER ASSOCIATES, INC.
 CIVIL ENGINEERING SITE PLANNING



City of Salisbury

To: Andy Kitzrow, City Administrator
From: Henry Eure, Deputy Director
Date: December 2, 2024
Re: Annexation Agreement Request - Pohanka Kia (Pine Way – Safford Kia)

The Department of Infrastructure & Development requests the proposed Pohanka Kia Annexation (formerly known as Pine Way – Safford Kia) be placed on the City Council work session agenda scheduled for Monday, January 13, 2025, for consideration of an annexation agreement request. Consistent with the City's Annexation Policies and Procedures, the applicant has signed the annexation petition and has supplied additional information for your review before processing the request.

The site is comprised of two parcels, located on the easterly side of U.S. Route 13 and northerly side of Pine Way, and totals 2.95 +/- acres in area. The site is located within the C-2 General Commercial zoning district of Wicomico County, and the applicant has requested that the parcels be designated as General Commercial upon annexation. Planning Commission forwarded a favorable recommendation to have the property zoned General Commercial in December 2021.

Attached, please find the proposed Resolutions for the Annexation Plan and Annexation Agreement, as well as supplemental documents.

Unless you or the Mayor have any further questions, please forward a copy of this memo, the petition for annexation, and the boundary survey to Council for their review.



Infrastructure and Development Staff Report December 16, 2021

I. BACKGROUND INFORMATION:

Project Name: Safford Kia Annexation

Applicant/Owner: AWB Engineers for Gramm Salisbury Properties, LLC.

Infrastructure and Development Case No.: 202101221

Nature of Request: Zoning Recommendation for Annexation

Location of Property: 1911 North Salisbury Boulevard; Map #0029; Grid #0023; Parcel #0017; Lots #1 & 7

Requested Zoning District: General Commercial

II. SUMMARY OF REQUEST:

A. Introduction:

The City Administration has referred the 1911 North Salisbury Boulevard annexation to the Planning Commission for review and recommendation of an appropriate zoning designation. **(Attachment 1)** The properties are located on the east side of US Route 13 between Pine Way and Maple Way. The combined area of both lots totals 111,000 sq. ft. (2.55 acres). **(Attachments 2 & 3)**

B. Area Description:

The requested annexation area consists of two (2) lots on one (1) parcel 111,000 sq. ft. in size. Lot 1 is unimproved, while lot 7 has been improved with a 3,600 sq. ft. warehouse that was constructed in 1950. **(Attachment 2)**

III. ZONING ANALYSIS:

A. Existing Zoning:

The annexation area and the adjoining County area to the north and west is zoned C-2 General Commercial. To the east, the properties are located in the County's R-8 Residential zoning district, while properties to the south are in the City's General Commercial zoning district.

B. County Plan.

The County Comprehensive Plan designates this property and other properties along Rt. 13 as Commercial. **(Attachment 4)**

C. Zoning for Annexed Areas.

1. Introduction.

Current City policy requires that all areas to be annexed shall be submitted to the Salisbury-Wicomico Planning Commission for review and recommendation of an appropriate zoning district. The Zoning Code does not establish specific procedures for zoning lands to be annexed to the City of Salisbury. The classification of future City areas, therefore, is conducted consistent with local adopted plan recommendations and Maryland Annexation Law.

2. Adopted Plans.

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

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

- a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. This property is included within the Municipal Growth Area, and designates this area as Commercial. **(Attachment 5)**
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted the County Plan on March 21, 2017. This area is designated "Commercial." **(Attachment 4)**



3. Maryland Law.

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

- 1. The Five-Year Rule.** First, the rule is applied solely on zoning. The issue becomes the degree of use change from the current county zoning classification to the proposed municipal classification following the annexation. When the zoning change is from one residential zone to another, “substantially different” is defined as a density change. The five-year rule does not apply for a density change unless the proposed zoning is denser by 50 percent. For example, if the current zoning permits 1 unit per acre, the new zoning can be subject to the five-year rule if it permits anything more than 1.5 units per acre. A municipality may obtain a waiver from the county to avoid the five-year wait until the new zoning classification applies.
- 2. Annexation Plans Required.** An annexation plan is required that replaces the “outline” for the extension of services and public facilities prior to the public hearing for an annexation proposal. This section contains no additional language for the content of the annexation plan to be adopted, but does require it to be consistent with the municipal growth element for any annexations that begin after October 1, 2009 (unless extended for up to two six-month periods). The Plan must be provided to the County and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

IV. DEVELOPMENT SCENARIO:

A. Proposed Use:

As previously noted, Lot 7 of the property has been improved with a 3,600 sq. ft. warehouse. The proposed redevelopment will consist of an automobile sales and service facility that will utilize both lots. **(Attachments 6 - 8)**

B. Access:

The site will have multiple access points from US Rt. 13, Pine Way and Maple Way.

C. Configuration and Design:

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

D. Estimated Development Impacts:

The development impact assessment traditionally pertains to a proposal for a residential development. This site will be developed with a retail sales and service use.

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 C-2 General Commercial in the County.

The adopted Salisbury Comprehensive Plan designates nearby areas along US Rt. 13 as "Commercial", and the proposed use and requested zoning classification meet this designation by utilizing the General Commercial zoning classification, which is the zoning designation for adjoining city parcels.

Staff recommends that the Planning Commission forward a **Favorable** recommendation to the Mayor and City Council for this property to be zoned **Mixed Use Non-Residential** upon annexation, with the following conditions:

1. The lots shall be consolidated into one lot;
2. A Comprehensive Development Plan shall be approved by the Salisbury Planning Commission prior to site improvements.



November 1st, 2021

William T. Holland
Building Official
Infrastructure & Development
City of Salisbury
125 N. Division Street, B13
Salisbury, MD 21801

Dear Mr. Holland,

This letter is to confirm that Safford Kia of Salisbury would like to petition the City of Salisbury for annexation of our land located on N Salisbury Boulevard between Pine Way and Maple Way (Property ID's 05-0344744 and 05-0344779). Our purpose of this annexation is to build a new, modern, state of the art Kia Automobile Dealership on this property connecting to the City of Salisbury's water and sewer lines. With this approval, we anticipate breaking ground on this project in 2022.

Attached is the supporting documentation outlining what our concept plan is showing the size of the building and what the building will look like on this property. If you have any questions on this project, please do not hesitate to contact the following:

James Smith P.E.
AWB Engineers
410-742-7499
jsmith@awbengineers.com

Dwight Ellis
Safford Auto Group
Project Manager
804-305-1225
dellis@saffordauto.com

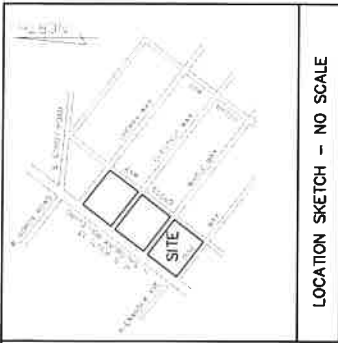
Thanks so much for your consideration and we look forward to working with the City of Salisbury on this project.

Sincerely,

A handwritten signature in black ink that reads "Dwight Ellis".

Dwight Ellis
Project Manager
Safford Auto Group





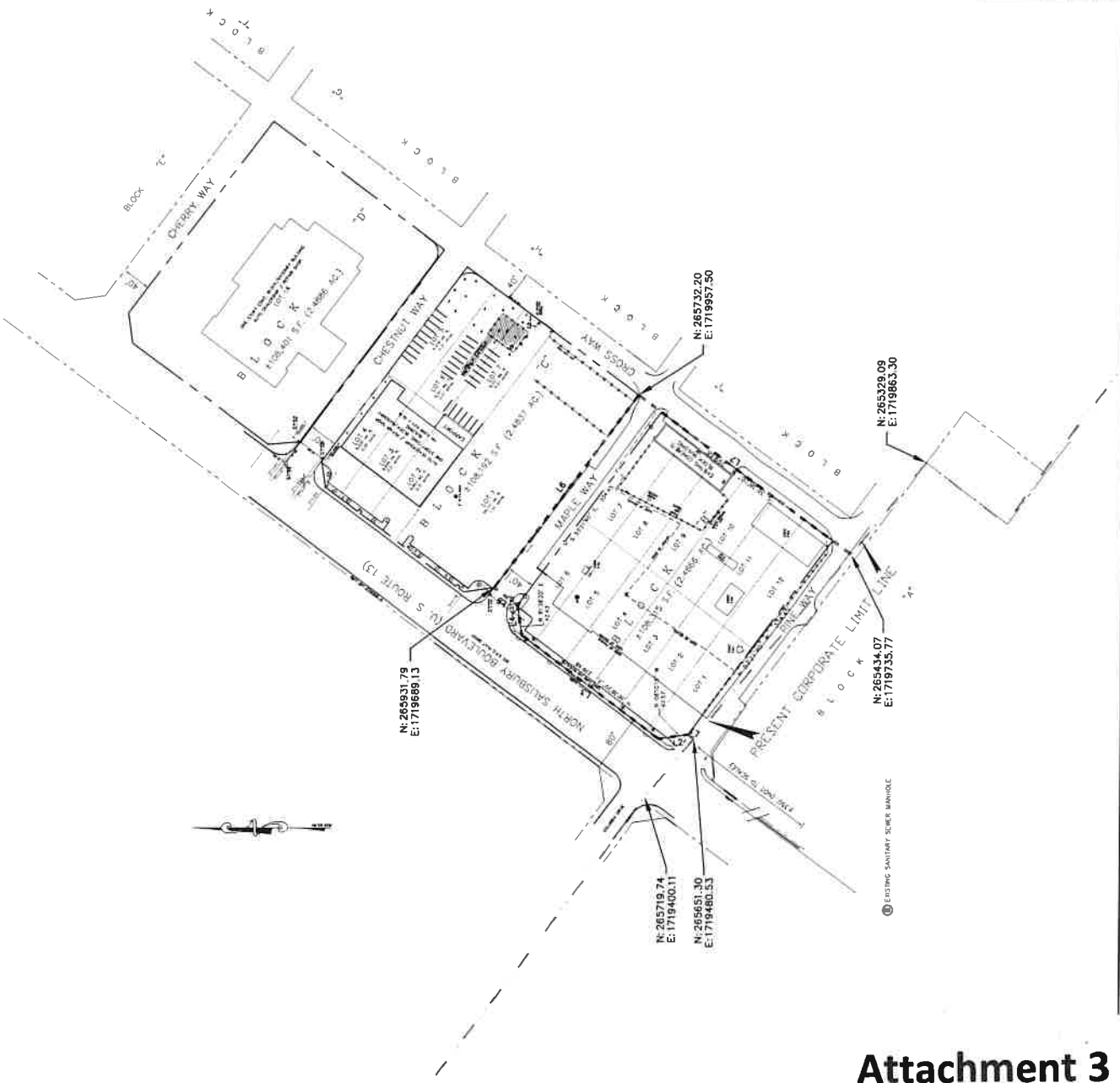
LOCATION SKETCH - NO SCALE



GENERAL NOTES

1. HORIZONTAL DATUM/COORDINATES REFLECT 83/91 MD GRID
2. IT IS THE OWNERS' INTENT TO ANNEX ALL OF LOTS "B1" OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REF. 217/19) LESS ANY AND ALL LANDS CONVEYED TO THE MD STATE HIGHWAY ADMINISTRATION AND THE STATE DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SALISBURY BOULEVARD)
3. ZONING: WCOMCO COUNTY C-2 (GENERAL COMMERCIAL DISTRICT) PROPOSED CITY OF SALISBURY CC (GENERAL COMMERCIAL DISTRICT)

LINE	BEARING	DISTANCE
L1	N 30° 30' 20" E	9.180
L2	N 05° 00' 15" W	52.597
L3	N 81° 38' 30" E	242.433
L4	N 30° 30' 20" E	40.000
L5	S 85° 20' 30" W	371.751



Ⓢ EXISTING SANITARY SEWER MANHOLE













ANNEXATION PLAT OF BLOCK "B"
MAPLE PLAINS
 N SALISBURY BOULEVARD - SALISBURY MARYLAND

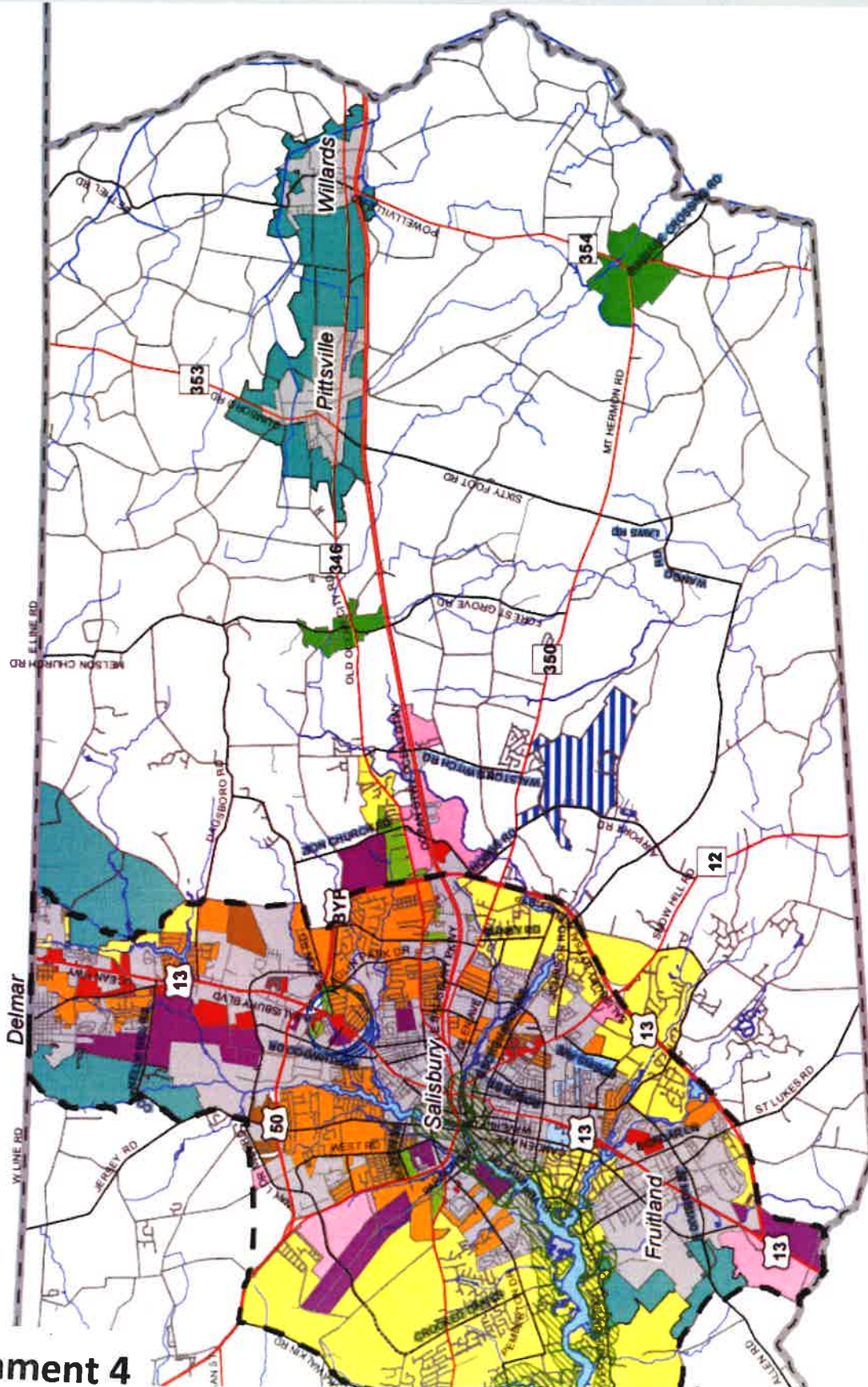
FOR
GRAMM SALISBURY PROPERTIES LLC

PROPOSED ANNEXATION

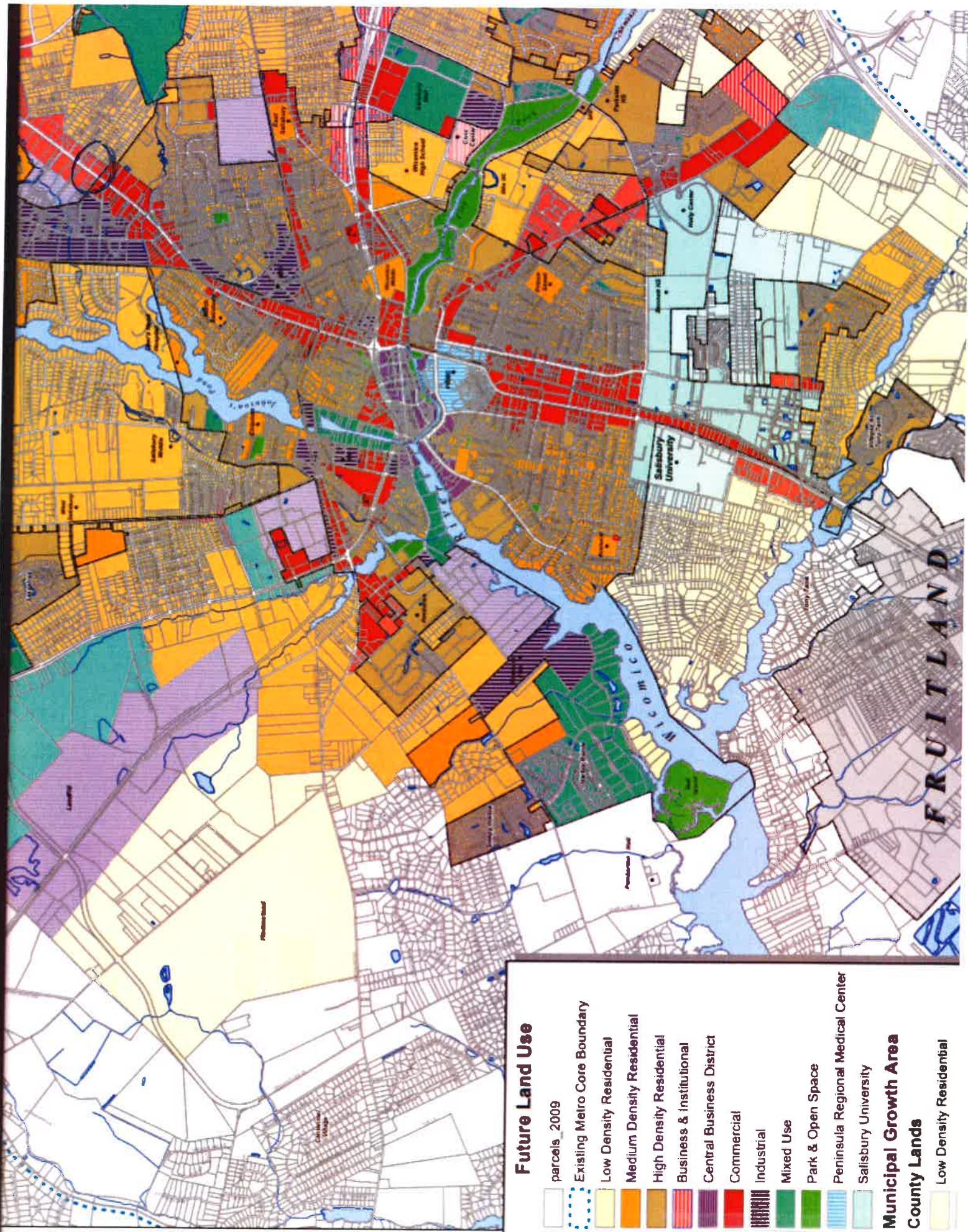
SCALE	1" = 100'	DATE	1 NOVEMBER 2021
DEED REF.	4336/21 P. 7,8,9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	BLOCK B
COUNTY	WCOMCO	DISTRICT	PARKSONS NO.9
TAX MAP	29	PARCEL	17
F.L.R.M. MAP NO.	240450014E	ZONING	SEE GENERAL NOTE 3
PROJ. NO.	10-033-20	SURV/DRAW	BM0 FB/11/20

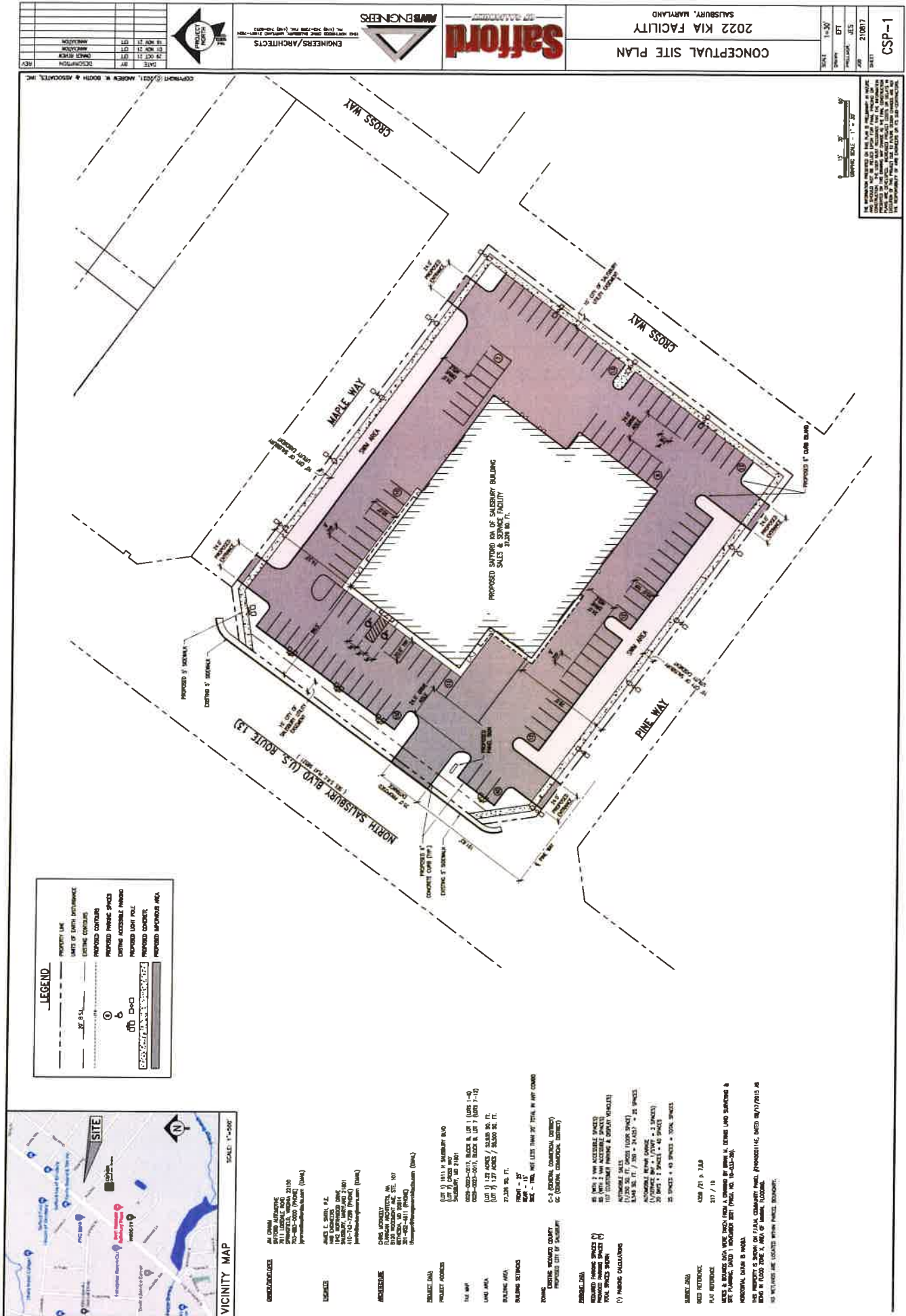
BRIAN M. DENNIS
 LAND SURVEYING & SITE PLANNING
 30319 Zion Road - Salisbury, MD 21804
 Telephone 443-783-4861

-  Airport
-  Commerc
-  Industrial
-  Light Bus
-  Low Deni
-  Medium I
-  High Den
-  Municipal
-  Salisbury
-  Town Tra
-  Urban Cc
-  Rural Villi



Attachment 4



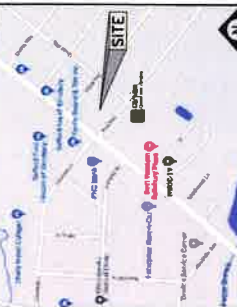


DATE	BY	CHKD	APP
12/10/17	MS	MS	MS
12/10/17	MS	MS	MS
12/10/17	MS	MS	MS

ALL INFORMATION CONTAINED ON THIS PLAN IS PRELIMINARY IN NATURE. CONSULT THE ARCHITECT FOR A COMPLETE SET OF DRAWINGS. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ARCHITECT.

LEGEND

- PROPERTY LINE
- LIMITS OF EXISTING IMPROVEMENTS
- EXISTING CURBLINE
- PROPOSED CURBLINE
- PROPOSED PARKING SPACES
- EXISTING ACCESSIBLE PARKING
- PROPOSED LIGHT POLE
- PROPOSED CONCRETE
- PROPOSED IMPROVED AREA



VICINITY MAP
SCALE: 1"=200'

OWNER/ARCHITECT
 ALLIANCE CONSULTING GROUP
 7911 LITTLE BLVD
 SUITE 100
 SALSBUARY, MARYLAND 21084
 410-550-2020
 allianceconsulting.com

DESIGNER
 JAMES L. SMITH, P.E.
 1645 UNIVERSITY DRIVE
 SALSBUARY, MARYLAND 21084
 410-550-2020
 james@smith-engineers.com

ARCHITECTURE
 CHRIS KROCK
 11700 WASHINGTON AV.
 SALSBUARY, MD 21084
 410-550-2020
 chris@smith-engineers.com

PROJECT/CLIENT
 (LOT 3) 1813 N SALSBUARY BLVD
 SALSBUARY, MD 21084

TRAFFIC
 0039-0023-0013, BLOCK B, LOT 1 (LOTS 1-4)
 0039-0023-0013, BLOCK B, LOT 2 (LOTS 1-12)

LAND AREA
 (LOT 3) 1.29 ACRES / 55,839 SQ. FT.
 (LOT 2) 1.17 ACRES / 50,906 SQ. FT.

BUILDING AREA
 21,336 SQ. FT.

BUILDING SETBACKS
 FRONT - 25'
 REAR - 25'
 SIDE - 100' NOT LESS THAN 30' TOTAL IN ANY CORNER

ZONING
 CENTRAL BUSINESS DISTRICT
 PROPOSED LOT OF SALSBUARY
 C-2 (CENTRAL COMMERCIAL DISTRICT)
 C2 (CENTRAL COMMERCIAL DISTRICT)

PERMITS/REGULATIONS
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Attachment 7



Safford KIA of Salisbury, MD

Exterior





Safford KIA of Salisbury, MD

Interior - Showroom



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RESOLUTION NO. ____

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 “Pine Way – Pohanka Kia Annexation”, beginning at the same point from a corner of the existing Corporate Limits Line of the City of Salisbury, MD, at its intersection with the northwesterly line of Cross Way to a point on the northeasterly line of Maple Way continuing around the perimeter of the affected property to the point of beginning, being all that real property identified as Map 29, Parcel 17, Block B, Lot 1 (Lots 1-6), Parcel B, Lot 7 (Lots 7-12), and a portion of the public road right-of-way known as “Pine Way”, and a portion of the public road right-of-way known as “Maple Way”, containing 2.954 acres more or less,

RECITALS

17 **WHEREAS**, the City of Salisbury has received a Petition for Annexation, dated November 1,
18 2021, attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, signed by at
19 least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who
20 are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area
21 sought to be annexed binding upon the Corporate Limits of the City of Salisbury to be known as “Pine Way
22 – Pohanka Kia Annexation” beginning at the same point from a corner of the existing Corporate Limits
23 Line of the City of Salisbury, MD, at its intersection with the northwesterly line of Cross Way to a point on
24 the northeasterly line of Maple Way continuing around the perimeter of the affected property to the point
25 of beginning, being all that real property identified as Map 29, Parcel 17, Block B, Lot 1 (Lots 1-6), Parcel
26 B, Lot 7 (Lots 7-12), and a portion of the public road right-of-way known as “Pine Way”, and a portion of
27 the public road right-of-way known as “Maple Way”, containing 2.954 acres more or less, and further
28 being the same real property more particularly described in the property description attached hereto as
29 **Exhibit 2** and incorporated as if fully set forth herein, and being the same public rights-of-way more
30 particularly depicted on that certain plat entitled “Annexation Plat” attached hereto as **Exhibit 3** and
31 incorporated as if fully set forth herein (the aforesaid real property is hereinafter referred to as the
32 “**Property**”); and

33 **WHEREAS**, the City of Salisbury has caused to be made a certification of the signatures on the
34 said petition for annexation and the City of Salisbury has verified that the persons signing the petition
35 represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners
36 owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all
37 as of May, 29, 2024, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury,
38 attached hereto as **Exhibit 4** and incorporated by reference as if fully set forth herein; and

39 **WHEREAS**, it appears that the aforesaid Petition for Annexation, dated November 1, 2021, meets
40 all the requirements of applicable state and local law; and

41 **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this
42 Resolution, providing for the City of Salisbury’s annexation of the Property as set forth herein, shall be and
43 hereby is scheduled for _____, 2024 at 6:00 p.m.
44

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

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

52 **Section 2.** The annexation of the Property be and hereby is approved by the Council of the City of
53 Salisbury subject to all terms, conditions and agreements contained in the aforementioned property
54 description, the proposed Annexation Agreement, and the Annexation Plan, attached as **Exhibits 2, 5 and**
55 **6, respectively**, each of which is attached hereto and incorporated herein as if all such terms, conditions
56 and agreements contained in such Exhibits were specifically set forth at length in this Resolution.

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

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

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

72 **Section 5.** It is the intention of the Council of the City of Salisbury that each provision this

73 Resolution shall be deemed independent of all other provisions herein.

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

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

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

84 **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the
85 City of Salisbury held on the _____, 2024, having been duly published as required by law
86 in the meantime a public hearing was held on the ____ day of _____, 2024 at 6:00 p.m., and was
87 finally passed by the Council at its regular meeting held on the ____ day of
88 _____, 2024.

89

90

91 _____
92 Julie English,
93 City Clerk

D'Shawn Doughty,
Council President

94 APPROVED BY ME this ____ day of _____, 2024.

95

96

97

98 _____
99 Randolph J. Taylor,
Mayor

EXHIBIT 1



November 1st, 2021

William T. Holland
Building Official
Infrastructure & Development
City of Salisbury
125 N. Division Street, B13
Salisbury, MD 21801

Dear Mr. Holland,

This letter is to confirm that Safford Kia of Salisbury would like to petition the City of Salisbury for annexation of our land located on N Salisbury Boulevard between Pine Way and Maple Way (Property ID's 05-0344744 and 05-0344779). Our purpose of this annexation is to build a new, modern, state of the art Kia Automobile Dealership on this property connecting to the City of Salisbury's water and sewer lines. With this approval, we anticipate breaking ground on this project in 2022.

Attached is the supporting documentation outlining what our concept plan is showing the size of the building and what the building will look like on this property. If you have any questions on this project, please do not hesitate to contact the following:

James Smith P.E.
AWB Engineers
410-742-7499
jsmith@awbengineers.com

Dwight Ellis
Safford Auto Group
Project Manager
804-305-1225
dellis@saffordauto.com

Thanks so much for your consideration and we look forward to working with the City of Salisbury on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Dwight Ellis", is written over the printed name.

Dwight Ellis
Project Manager
Safford Auto Group

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) # 17, BLOCK B, LOT 1 (LOTS 1-6)
17, BLOCK B, LOT 7 (LOTS 7-12)

Map # 29

SIGNATURE (S)



11/1/2021

Date

Printed

EDWARD F. TAYLOR

Date

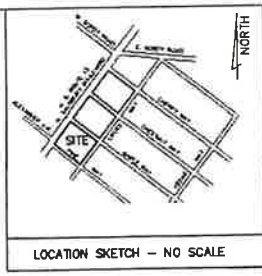
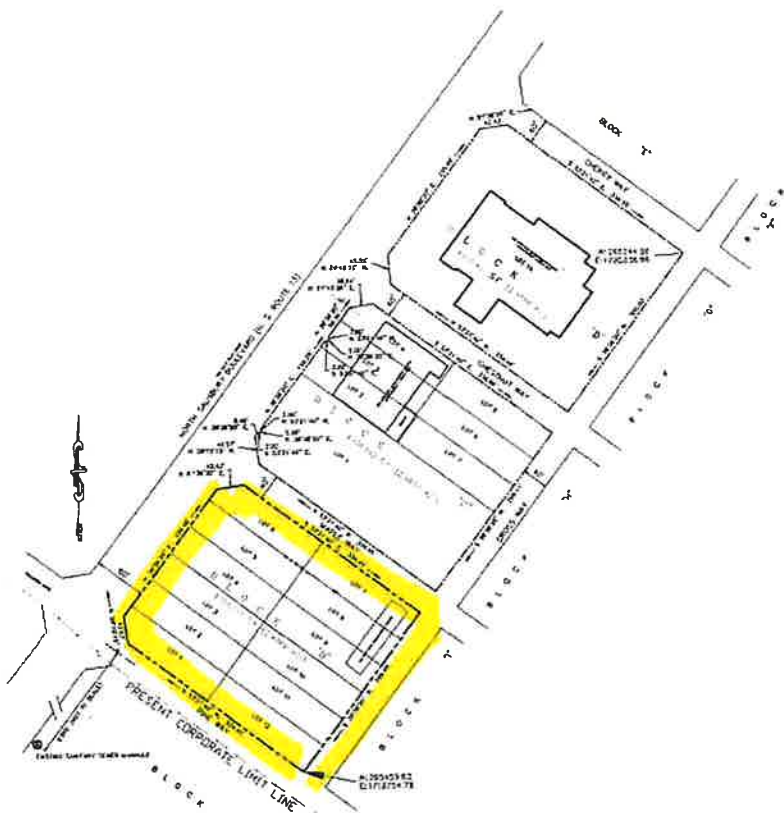
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Date

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Date

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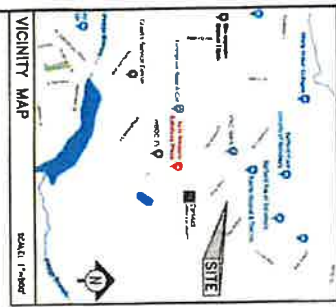


GENERAL NOTES
 HORIZONTAL DATUM/COORDINATES REFLECT 83/11 MO ZONE
 IT IS THE OWNER'S INTENT TO ANNEX ALL LOTS IN BLOCK 10 OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REF. 217/02) LESS ANY AND ALL LANDS CONVEYED TO THE MD STATE HIGHWAY ADMINISTRATION AND THE STATE ROADS COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SALISBURY BOULEVARD)

ANNEXATION PLAT OF BLOCK 10
MAPLE PLAINS
 N. SALISBURY BOULEVARD - SALISBURY MARYLAND

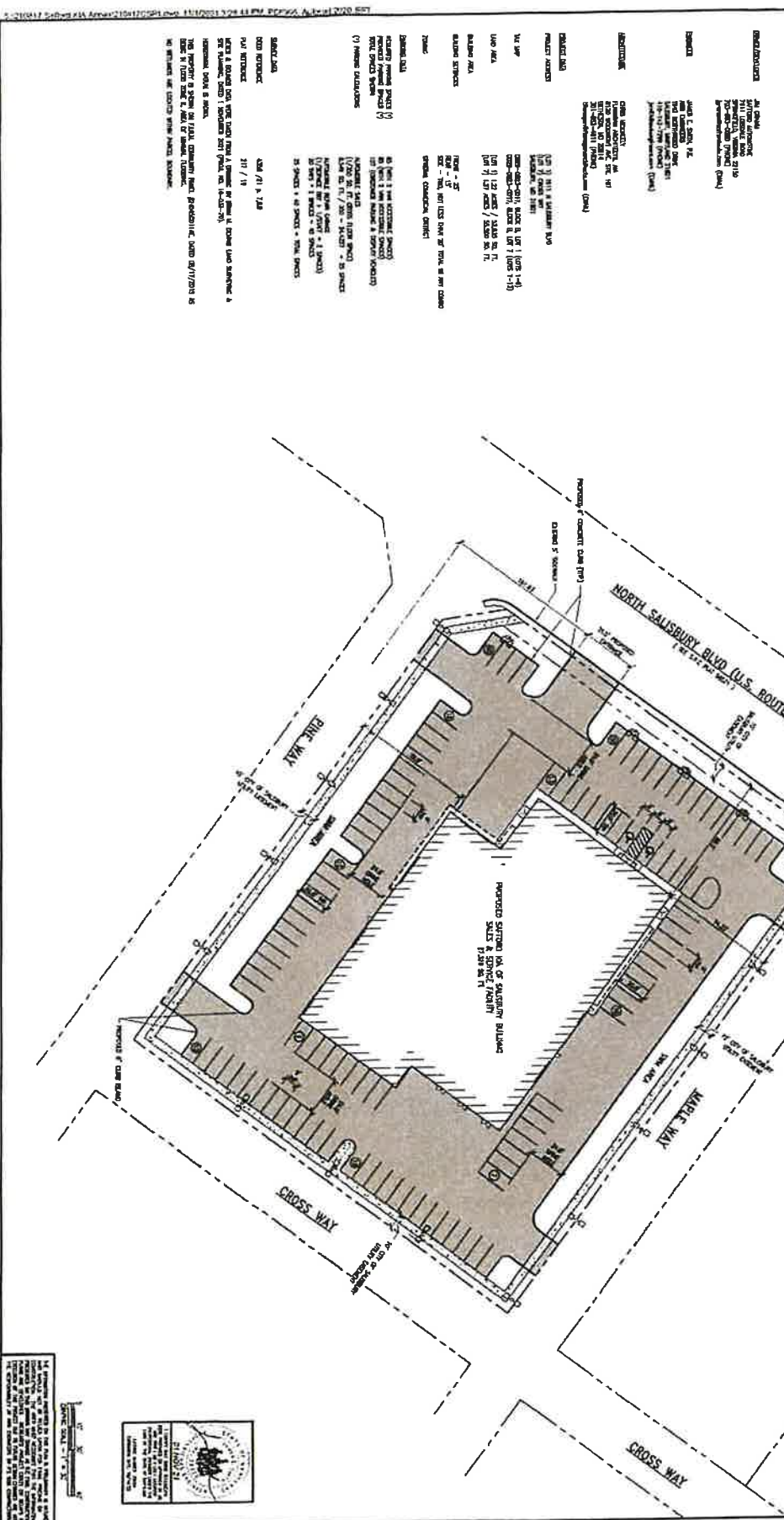
GRAMM SALISBURY PROPERTIES LLC

PROPOSED ANNEXATION			BRIAN M. DENNIS	
SCALE	1" = 100'	DATE	1 NOVEMBER 2021	
DEED REF.	435A/18 s. 9	SUBD.	MAPLE PLAINS	
PLAT REF.	217/02	LOT	BLOCK 8	
COUNTY	WICOMICO	DISTRICT	PARSONS W03	
SEE MAP IN PARCEL ID	17	ZONING		
FIRM MAP NO.	240825116	FLOOD HAZARD ZONE	4	
PROJ. NO.	15-033-25	SURV. OR. NO.	18/24/114/20	
			LAND SURVEYOR & SITE PLANNING	
			30318 Don Road - Salisbury, MD 21864	
			Telephone 443-785-4881	



LEGEND

Proposed Building	Proposed Parking
Proposed Driveway	Proposed Access
Proposed Concrete	Proposed Utility
Proposed Asphalt	Proposed Stormwater
Proposed Light Pole	Proposed Sign
Proposed Street	Proposed Easement
Proposed Utility	Proposed Easement



1" = 100'
 1" = 100'
 1" = 100'



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CONCEPTUAL SITE PLAN
2022 KIA FACILITY
 SALISBURY, MARYLAND



ENGINEERS/ARCHITECTS
AMB ENGINEERS



DATE	BY	DESCRIPTION	REV
21 SEP 21	DTT	THIRD REVIEW	
21 SEP 21	DTT	SAUBERER	

CSP-1



May 1, 2023

Mr. William T. Holland
Building Official, Infrastructure & Development
City of Salisbury
125 North Division Street
Salisbury, Maryland 21801

Re: Pohanka Kia of Salisbury Petition for Annexation

Dear Mr. Holland:

The purpose of this letter is to confirm Pohanka Kia of Salisbury's intention to petition the City of Salisbury for annexation of land located on North Salisbury Boulevard between Pine Way and Maple Way (Property Identification Nos. 05-0344744 and 05-0344779). Our goal through this request is to partner with the City of Salisbury to build and maintain a new, state-of-the-art Kia Dealership, which will serve Salisbury and the surrounding region. Our efforts, if implemented, would require connecting to the City of Salisbury's water and sewer facilities. With the City of Salisbury's approval, we would promptly begin construction and improvements in concert with the City.

I have attached supporting documentation for your review. If you have any questions from me, or from anyone on behalf of Pohanka Kia of Salisbury or the Pohanka Automotive Group, please feel free to contact us directly. Thank you for your attention and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Luke A. Rommel", is written over a horizontal line.

Luke A. Rommel
General Legal Counsel, Pohanka Automotive Group
General Legal Counsel, Zion Road, LLC
25260 Pleasant Valley Road
Chantilly, Virginia 20152

ZIONROADTWO

May 31, 2023

Mr. William T. Holland
Building Official, Infrastructure & Development
City of Salisbury
125 North Division Street
Salisbury, Maryland 21801

Re: Zionroadtwo, LLC Petition for Annexation

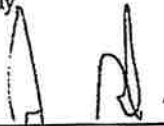
Dear Mr. Holland:

Zionroadtwo, LLC is a Maryland limited liability company in good standing. Its members are as follows:

- Scott A. Crabtree
- Sandra Angello
- Geoff Pohanka

Its principal office is located at 1772 Ritchie Station Court, Capitol Heights, Maryland 20743. Zionroadtwo, LLC is the owner of the property on which Pohanka Kia of Salisbury is located, and it is currently petitioning the City of Salisbury for annexation. It consents to Pohanka Kia of Salisbury's petition for annexation, and it authorizes Pohanka Kia of Salisbury to act as its agent in all matters related to these proceedings. If you have any questions, or need any additional information, please feel free to contact me directly.

Sincerely,



Jimmy Robinson – Authorized Agent
Zionroadtwo, LLC
25260 Pleasant Valley Road
Chantilly, Virginia 20152
jrobinson@pohanka.com

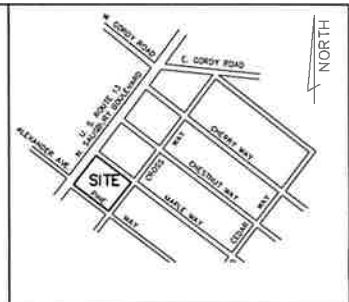
EXHIBIT 2

PINE WAY – POHANKA KIA

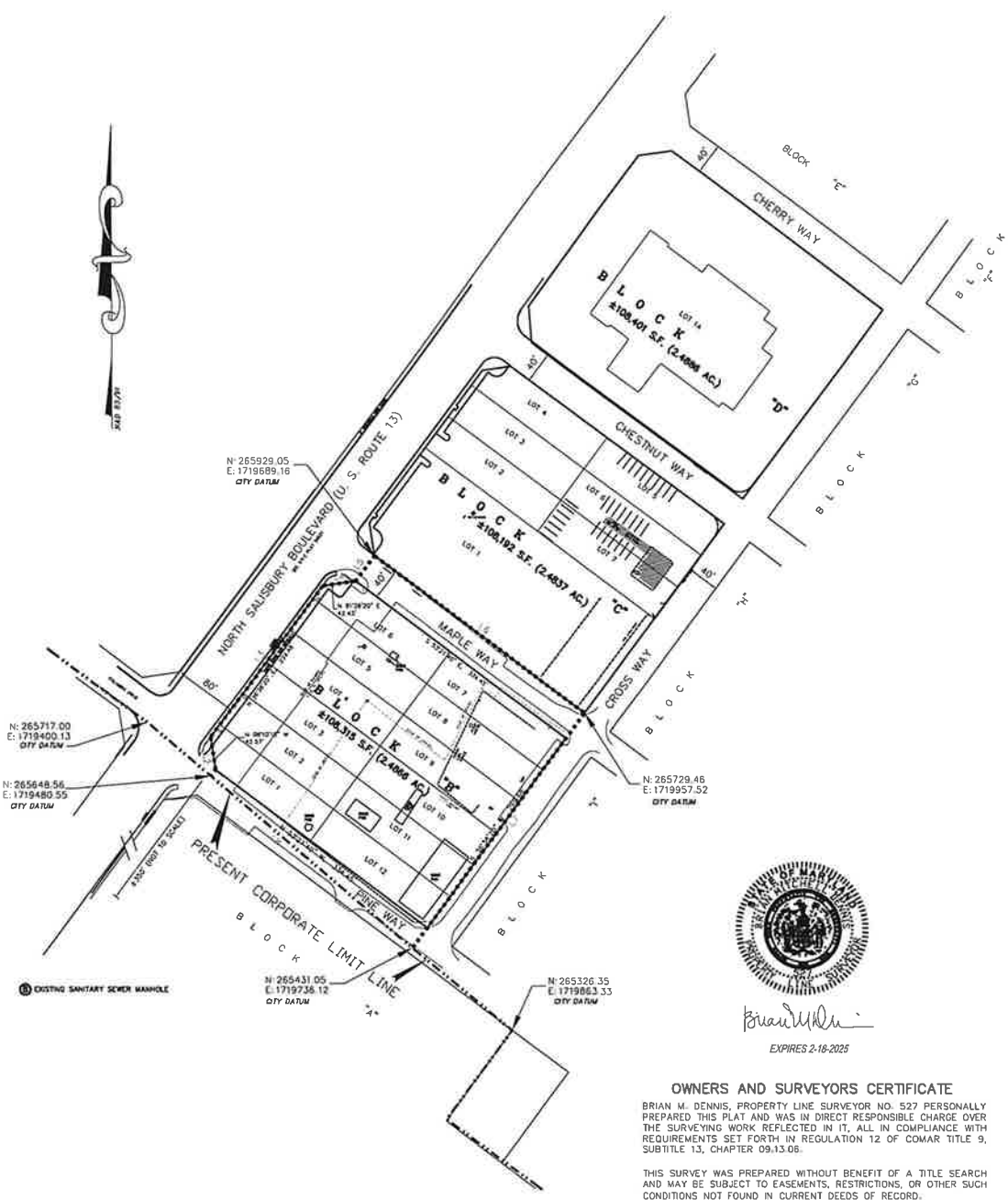
Beginning for the same at a point being North forty-nine degrees thirty-six minutes zero seconds West (N 49° 36' 00" W) a distance of zero decimal four, two (0.42) feet from a corner of the existing Corporate Limits Line of the City of Salisbury, MD (X 1,207,310.26 Y 204,683.73), being on the said Corporate Limits Line at its intersection with the northwesterly line of Cross Way. X 1,207,309.94 Y 204,684.01 (1) Thence by and with the said line of Cross Way, in part, North thirty-six degrees thirty-eight minutes twenty seconds East (N 36° 38' 20" E) three hundred seventy-one decimal five, five (371.55) feet to a point on the northeasterly line of Maple Way. X 1,207,531.66 Y 204,982.14 (2) Thence by and with the said line of Maple Way North fifty-three degrees twenty-one minutes forty seconds West (N 53° 21' 40" W) three hundred thirty-four decimal four, five (334.45) feet to a point of the southeasterly right of way line of North Salisbury Boulevard, U. S. Route 13. X 1,207,263.30 Y 205,181.73 (3) Thence by and with the said line of U. S. Route 13 the following four courses: (3a) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) forty decimal zero, zero (40.00) feet to a point. X 1,207,239.43 Y 205,149.63 (3b) South eighty-one degrees thirty-eight minutes twenty seconds West (S 81° 38' 20" W) forty-two decimal four, three (42.43) feet to a point. X 1,207,197.45 Y 205,143.46 (3c) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) two hundred thirty-nine decimal four, eight (239.48) feet to a point. X 1,207,054.53 Y 204,951.30 (3d) South eight degrees ten minutes fifteen seconds East (S 8° 10' 15" E) forty-two decimal five, seven (42.57) feet to a point on the northeasterly line of Pine Way. X 1,207,060.58 Y 204,909.16 (4) Thence South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) nine decimal eight, eight (9.88) feet to a point on the Corporate Limits Line of the City of Salisbury. X 1,207,054.69 Y 204,901.24 (5) Thence South forty-nine degrees thirty-six minutes zero seconds East (S 49° 36' 00" E) three hundred thirty-five decimal one, seven (335.17) feet to the point of beginning.

Annexation containing 2.954 acres, more or less.

EXHIBIT 3



LOCATION SKETCH - NO SCALE



GENERAL NOTES

- HORIZONTAL DATUM/COORDINATES REFLECT 83/91 MD GRID
- IT IS THE OWNERS' INTENT TO ANNEX ALL OF LOTS "B" OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REF. 217/19) LESS ANY AND ALL LANDS CONVEYED TO THE MD STATE HIGHWAY ADMINISTRATION AND THE STATE ROADS COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SALISBURY BOULEVARD).
- ZONING
 EXISTING WICOMICO COUNTY C-2 (GENERAL COMMERCIAL DISTRICT)
 PROPOSED CITY OF SALISBURY GC (GENERAL COMMERCIAL DISTRICT)

REVISED

ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
L1	N 36°38'20" E	9.89'
L2	N 08°10'15" W	42.57'
L3	N 36°38'20" E	239.48'
L4	N 81°38'20" E	42.43'
L5	N 36°38'20" E	40.00'
L6	S 57°1'40" E	334.45'
L7	S 36°38'20" W	371.54'
L8	N 49°38'00" W	335.17'

ANNEXATION AREA = 128,672.80 SQ. FT. (2.95 ACRES)



Brian M. Dennis
 EXPIRES 2-18-2025

ANNEXATION PLAT OF BLOCK "B"
 MAPLE PLAINS
 N. SALISBURY BOULEVARD - SALISBURY MARYLAND

ZIONROADTWO LLC

OWNERS AND SURVEYORS CERTIFICATE

BRIAN M. DENNIS, PROPERTY LINE SURVEYOR NO. 527 PERSONALLY PREPARED THIS PLAT AND WAS IN DIRECT RESPONSIBLE CHARGE OVER THE SURVEYING WORK REFLECTED IN IT, ALL IN COMPLIANCE WITH REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09.13.06.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER SUCH CONDITIONS NOT FOUND IN CURRENT DEEDS OF RECORD.

PROPOSED ANNEXATION			
SCALE	1" = 100'	DATE	13 JUNE 2023
DEED REF.	5155/175 P. 9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	BLOCK B
COUNTY	WICOMICO	DISTRICT	PARSONS NO.5
TAX MAP	29 PARCEL 17	ZONING	SEE GENERAL NOTE 3
F.I.R.M. MAP NO.	24045C0114E	FLOOD HAZARD ZONE	X
PRD.J. NO.	10-033-20	SURV./DR.	BMD FB/pg114/50

BRIAN M. DENNIS
 LAND SURVEYING & SITE PLANNING
 30319 Zion Road - Salisbury, MD 21804
 Telephone 443-783-4861
 E-mail: surveyor527@gmail.com

EXHIBIT 4



City of
Salisbury
Jacob R. Day, Mayor

CERTIFICATION

PINE WAY – POHANKA KIA ANNEXATION

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

Leslie C. Sherrill
Surveyor

Date: 5/29/2024

Pine Way – Pohanka Kia – Certification – 05-29-2024.doc

EXHIBIT 5

(Annexation Agreement)

EXHIBIT 6

(Annexation Plan)

RESOLUTION NO. ____

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 “Pine Way – Pohanka Kia Annexation”, beginning at the same point from a corner of the existing Corporate Limits Line of the City of Salisbury, MD, at its intersection with the northwesterly line of Cross Way to a point on the northeasterly line of Maple Way continuing around the perimeter of the affected property to the point of beginning, being all that real property identified as Map 29, Parcel 17, Block B, Lot 1 (Lots 1-6), Parcel B, Lot 7 (Lots 7-12), and a portion of the public road right-of-way known as “Pine Way”, and a portion of the public road right-of-way known as “Maple Way”, containing 2.954 acres more or less,

WHEREAS, pursuant to that certain Petition for Annexation, dated November 1, 2021, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein, the City of Salisbury proposes 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 “Pine Way – Pohanka Kia Annexation”, beginning at the same point from a corner of the existing Corporate Limits Line of the City of Salisbury, MD, at its intersection with the northwesterly line of Cross Way to a point on the northeasterly line of Maple Way continuing around the perimeter of the affected property to the point of beginning, being all that real property identified as Map 29, Parcel 17, Block B, Lot 1 (Lots 1-6), Parcel B, Lot 7 (Lots 7-12), and a portion of the public road right-of-way known as “Pine Way”, and a portion of the public road right-of-way known as “Maple Way”, containing 2.954 acres more or less, and further being the same real property more particularly described in the property description attached hereto as Exhibit 2 and incorporated as if fully set forth herein and being the same public rights-of-way more particularly depicted on that certain plat entitled “Annexation Plat” attached hereto as Exhibit 3 and incorporated as if fully set forth herein (the aforesaid real property is hereinafter referred to as the “Property”); and

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

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

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

37 **Section 1.** The “Annexation Plan for the Pine Way – Pohanka Kia Annexation to the City of
38 Salisbury”, attached hereto as **Exhibit 4** and incorporated as if fully set forth herein (the “**Annexation**
39 **Plan**”), be and hereby is adopted for the City of Salisbury’s annexation of the Property as contemplated by
40 this Resolution.

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

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

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

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

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

62 **THIS RESOLUTION** was introduced and read and passed at the regular meeting of the
63 Council of the City of Salisbury held on, having been duly published as required by law in the meantime a
64 public hearing was held on _____, 2024, at 6:00 p.m., and was finally passed by the Council of
65 the City of Salisbury at its regular meeting held on the _____ 2024.

66
67
68
69
70
71

Julie English,
City Clerk

D’Shawn Doughty,
Council President

72

73

74 APPROVED BY ME this _____ day of _____, 2024.

75

76

77

78 _____
Randolph J. Taylor, Mayor

EXHIBIT 1



November 1st, 2021

William T. Holland
Building Official
Infrastructure & Development
City of Salisbury
125 N. Division Street, B13
Salisbury, MD 21801

Dear Mr. Holland,

This letter is to confirm that Safford Kia of Salisbury would like to petition the City of Salisbury for annexation of our land located on N Salisbury Boulevard between Pine Way and Maple Way (Property ID's 05-0344744 and 05-0344779). Our purpose of this annexation is to build a new, modern, state of the art Kia Automobile Dealership on this property connecting to the City of Salisbury's water and sewer lines. With this approval, we anticipate breaking ground on this project in 2022.

Attached is the supporting documentation outlining what our concept plan is showing the size of the building and what the building will look like on this property. If you have any questions on this project, please do not hesitate to contact the following:

James Smith P.E.
AWB Engineers
410-742-7499
jsmith@awbengineers.com

Dwight Ellis
Safford Auto Group
Project Manager
804-305-1225
dellis@saffordauto.com

Thanks so much for your consideration and we look forward to working with the City of Salisbury on this project.

Sincerely,

A handwritten signature in black ink that reads "Dwight Ellis".

Dwight Ellis
Project Manager
Safford Auto Group

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) # 17, BLOCK B, LOT 1 (LOTS 1-6)
17, BLOCK B, LOT 7 (LOTS 7-12)

Map # 29

SIGNATURE (S)


EDWARD F. TAYLOR

Printed

11/1/2021
Date

Printed

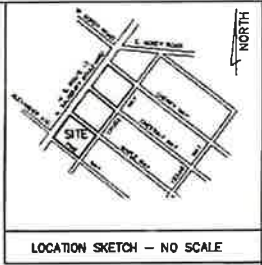
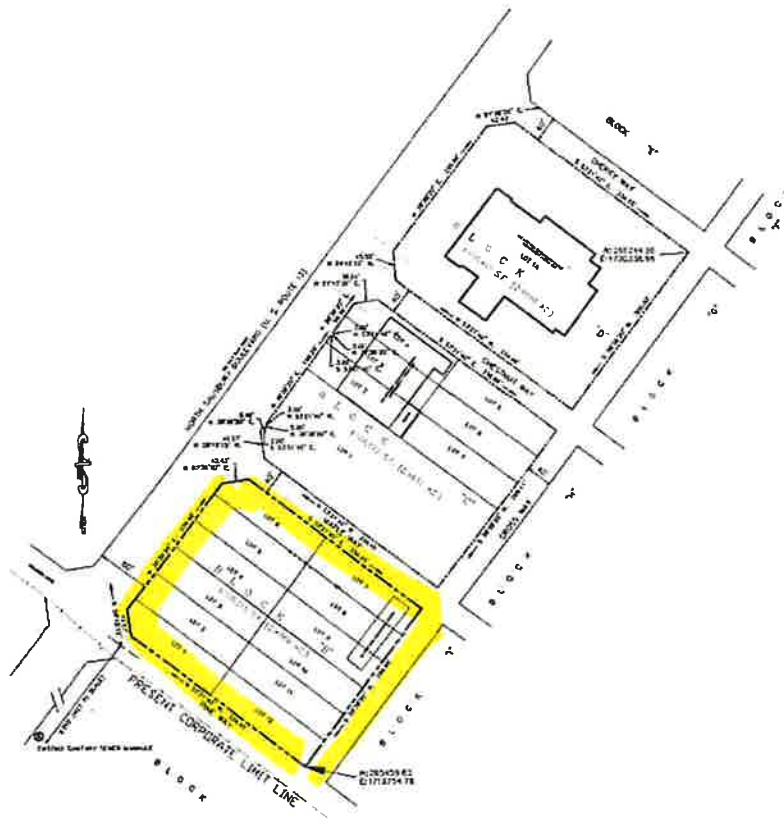
Date

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Date

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Date



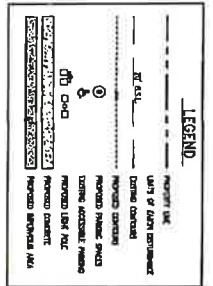
GENERAL NOTES
 HORIZONTAL DATUM/COORDINATES REFLECT 83/81 NG DATUM
 IT IS THE OWNER'S INTENT TO ANNEX ALL LOTS IN BLOCK "Y" OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REF. 237/0) LESS ANY AND ALL LANDS COVERED TO THE MD STATE HIGHWAY ADMINISTRATION AND THE STATE ROAD COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SAUSBURY BOULEVARD)

ANNEXATION PLAN OF BLOCK "Y"
MAPLE PLAINS
 N. SAUSBURY BOULEVARD - SAUSBURY MARRIAGE

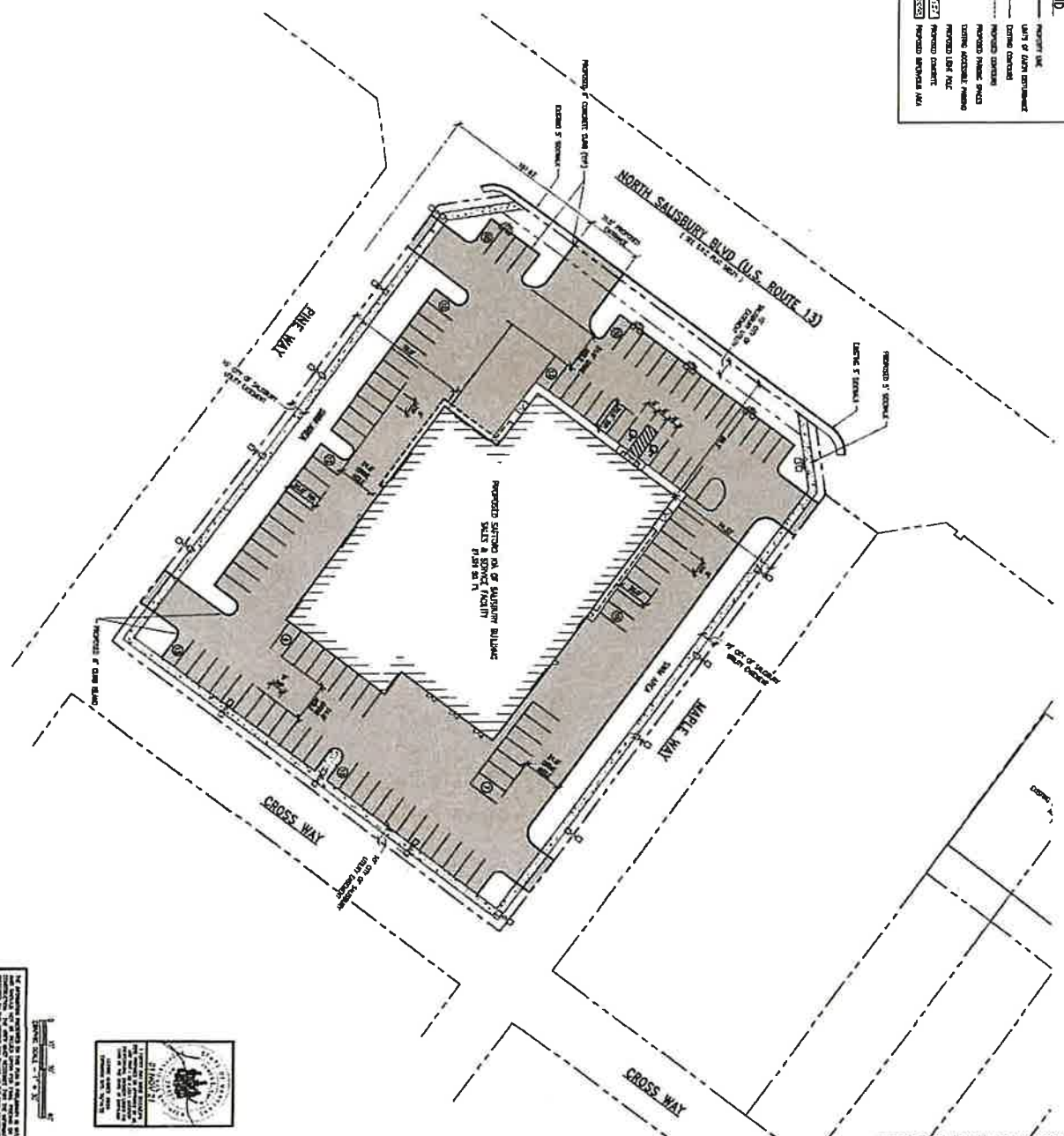
GRAMM SALISBURY PROPERTIES LLC

PROPOSED ANNEXATION			BRIAN M. DENNIS
SCALE	1" = 100'	DATE	1 NOVEMBER 2011
BLDG REF.	425A/08 & 9	SUBD.	MAPLE PLAINS
PLAT REF.	214/78	LOT	- BLOCK - 0
COUNTY	WICOMED	DISTRICT	PARKSON 003
TAX MAP TO PARCEL	17	ZONING	-
P.Z.M. MAP NO.	240400011E	FLOOD HAZARD ZONE	0
PROJ. NO.	KS-013-10	SURV. OR	BM2 10/29/11/00

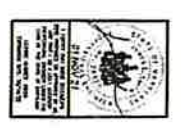
3118 Zion Road - Salisbury, MD 21884
 Telephone 443-783-4861



- GENERAL NOTES:**
 - All work shall conform to the latest editions of the applicable codes and specifications.
 - Proposed work shall be in accordance with the approved plans.
- EXISTING:**
 - As Shown
 - As Proposed
 - As Proposed
 - As Proposed
 - As Proposed
- PROPOSED:**
 - As Shown
 - As Proposed
 - As Proposed
 - As Proposed
 - As Proposed
- ADDITIONAL:**
 - As Shown
 - As Proposed
 - As Proposed
 - As Proposed
 - As Proposed
- PROPOSED:**
 - As Shown
 - As Proposed
 - As Proposed
 - As Proposed
 - As Proposed
- ADDITIONAL:**
 - As Shown
 - As Proposed
 - As Proposed
 - As Proposed
 - As Proposed
- PROPOSED:**
 - As Shown
 - As Proposed
 - As Proposed
 - As Proposed
 - As Proposed
- ADDITIONAL:**
 - As Shown
 - As Proposed
 - As Proposed
 - As Proposed
 - As Proposed
- PROPOSED:**
 - As Shown
 - As Proposed
 - As Proposed
 - As Proposed
 - As Proposed
- ADDITIONAL:**
 - As Shown
 - As Proposed
 - As Proposed
 - As Proposed
 - As Proposed
- PROPOSED:**
 - As Shown
 - As Proposed
 - As Proposed
 - As Proposed
 - As Proposed
- ADDITIONAL:**
 - As Shown
 - As Proposed
 - As Proposed
 - As Proposed
 - As Proposed



14. THE ENGINEER HAS REVIEWED THE PLANS AND HAS FOUND THAT THE PLANS COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THE ZONING ORDINANCE OF THE CITY OF SALISBURY, MARYLAND. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED BY THE CLIENT.



Copyright © 2017, Andrew W. Booth & Associates, Inc.

CSP-1 SCALE: 1"=40' DATE: 01/10/17 DRAWN: DTS CHECKED: KES	CONCEPTUAL SITE PLAN 2022 KIA FACILITY SALISBURY, MARYLAND		 ENGINEERS/ARCHITECTS	 ENGINEERS		<table border="1"> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> <th>REV</th> </tr> <tr> <td>01 OCT 17</td> <td>DTS</td> <td>DRAMA SPACE</td> <td>01</td> </tr> <tr> <td>01 NOV 17</td> <td>DTS</td> <td>CORRECTED</td> <td>02</td> </tr> </table>	DATE	BY	DESCRIPTION	REV	01 OCT 17	DTS	DRAMA SPACE	01	01 NOV 17	DTS	CORRECTED	02
	DATE	BY	DESCRIPTION	REV														
01 OCT 17	DTS	DRAMA SPACE	01															
01 NOV 17	DTS	CORRECTED	02															
PROJECT NO: 17-001																		



May 1, 2023

Mr. William T. Holland
Building Official, Infrastructure & Development
City of Salisbury
125 North Division Street
Salisbury, Maryland 21801

Re: Pohanka Kia of Salisbury Petition for Annexation

Dear Mr. Holland:

The purpose of this letter is to confirm Pohanka Kia of Salisbury's intention to petition the City of Salisbury for annexation of land located on North Salisbury Boulevard between Pine Way and Maple Way (Property Identification Nos. 05-0344744 and 05-0344779). Our goal through this request is to partner with the City of Salisbury to build and maintain a new, state-of-the-art Kia Dealership, which will serve Salisbury and the surrounding region. Our efforts, if implemented, would require connecting to the City of Salisbury's water and sewer facilities. With the City of Salisbury's approval, we would promptly begin construction and improvements in concert with the City.

I have attached supporting documentation for your review. If you have any questions from me, or from anyone on behalf of Pohanka Kia of Salisbury or the Pohanka Automotive Group, please feel free to contact us directly. Thank you for your attention and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Luke A. Rommel", is written over a horizontal line.

Luke A. Rommel
General Legal Counsel, Pohanka Automotive Group
General Legal Counsel, Zion Road, LLC
25260 Pleasant Valley Road
Chantilly, Virginia 20152

ZIONROADTWO

May 31, 2023

Mr. William T. Holland
Building Official, Infrastructure & Development
City of Salisbury
125 North Division Street
Salisbury, Maryland 21801

Re: Zionroadtwo, LLC Petition for Annexation

Dear Mr. Holland:

Zionroadtwo, LLC is a Maryland limited liability company in good standing. Its members are as follows:

- Scott A. Crabtree
- Sandra Angello
- Geoff Pohanka

Its principal office is located at 1772 Ritchie Station Court, Capitol Heights, Maryland 20743. Zionroadtwo, LLC is the owner of the property on which Pohanka Kia of Salisbury is located, and it is currently petitioning the City of Salisbury for annexation. It consents to Pohanka Kia of Salisbury's petition for annexation, and it authorizes Pohanka Kia of Salisbury to act as its agent in all matters related to these proceedings. If you have any questions, or need any additional information, please feel free to contact me directly.

Sincerely,



Jimmy Robinson – Authorized Agent
Zionroadtwo, LLC
25260 Pleasant Valley Road
Chantilly, Virginia 20152
jrobinson@pohanka.com

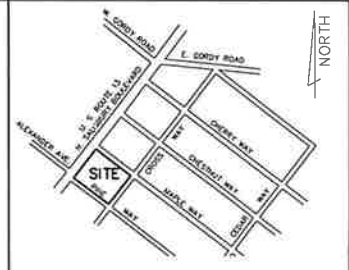
EXHIBIT 2

PINE WAY – POHANKA KIA

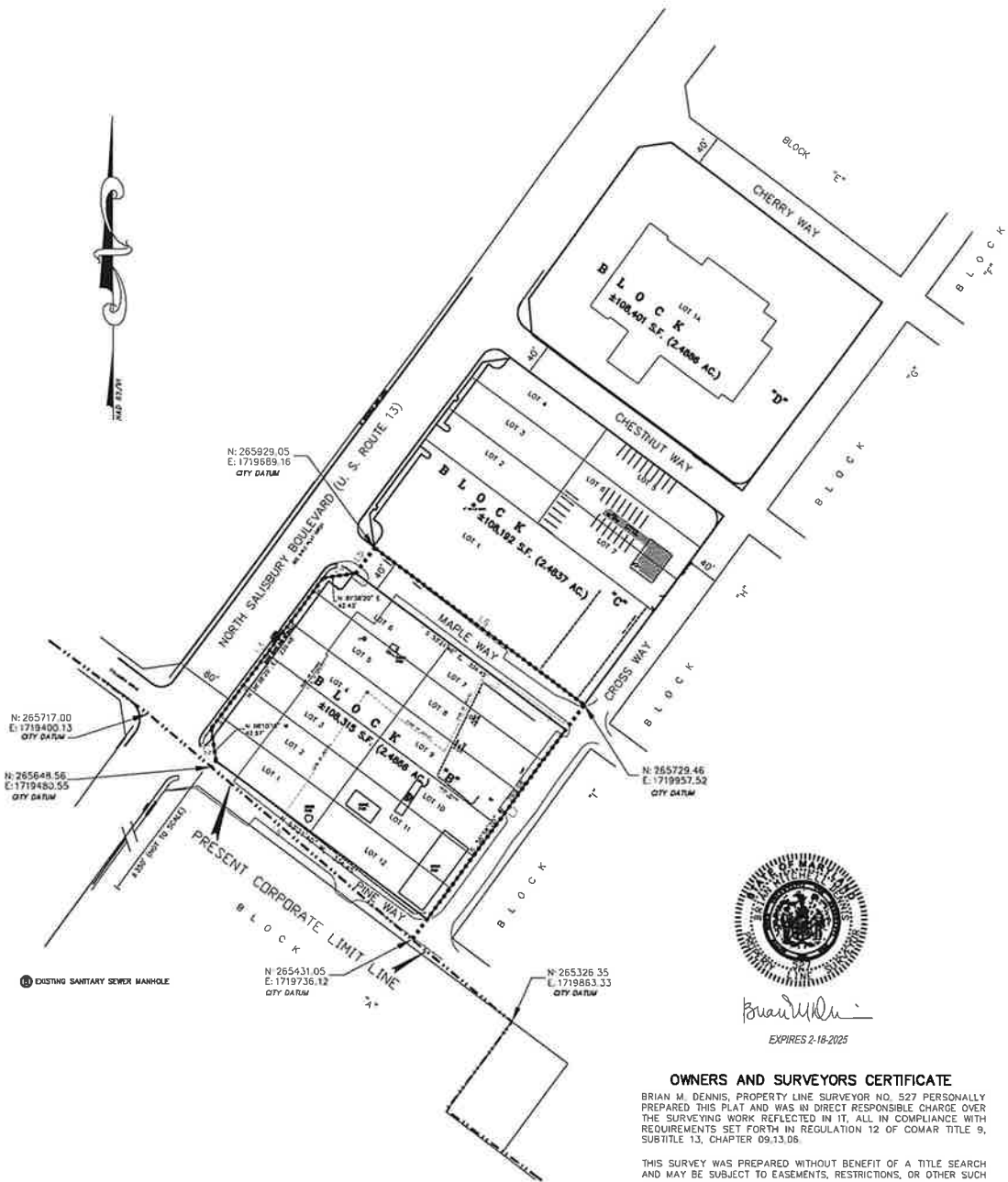
Beginning for the same at a point being North forty-nine degrees thirty-six minutes zero seconds West (N 49° 36' 00" W) a distance of zero decimal four, two (0.42) feet from a corner of the existing Corporate Limits Line of the City of Salisbury, MD (X 1,207,310.26 Y 204,683.73), being on the said Corporate Limits Line at its intersection with the northwesterly line of Cross Way. X 1,207,309.94 Y 204,684.01 (1) Thence by and with the said line of Cross Way, in part, North thirty-six degrees thirty-eight minutes twenty seconds East (N 36° 38' 20" E) three hundred seventy-one decimal five, five (371.55) feet to a point on the northeasterly line of Maple Way. X 1,207,531.66 Y 204,982.14 (2) Thence by and with the said line of Maple Way North fifty-three degrees twenty-one minutes forty seconds West (N 53° 21' 40" W) three hundred thirty-four decimal four, five (334.45) feet to a point of the southeasterly right of way line of North Salisbury Boulevard, U. S. Route 13. X 1,207,263.30 Y 205,181.73 (3) Thence by and with the said line of U. S. Route 13 the following four courses: (3a) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) forty decimal zero, zero (40.00) feet to a point. X 1,207,239.43 Y 205,149.63 (3b) South eighty-one degrees thirty-eight minutes twenty seconds West (S 81° 38' 20" W) forty-two decimal four, three (42.43) feet to a point. X 1,207,197.45 Y 205,143.46 (3c) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) two hundred thirty-nine decimal four, eight (239.48) feet to a point. X 1,207,054.53 Y 204,951.30 (3d) South eight degrees ten minutes fifteen seconds East (S 8° 10' 15" E) forty-two decimal five, seven (42.57) feet to a point on the northeasterly line of Pine Way. X 1,207,060.58 Y 204,909.16 (4) Thence South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) nine decimal eight, eight (9.88) feet to a point on the Corporate Limits Line of the City of Salisbury. X 1,207,054.69 Y 204,901.24 (5) Thence South forty-nine degrees thirty-six minutes zero seconds East (S 49° 36' 00" E) three hundred thirty-five decimal one, seven (335.17) feet to the point of beginning.

Annexation containing 2.954 acres, more or less.

EXHIBIT 3



LOCATION SKETCH - NO SCALE



GENERAL NOTES

- HORIZONTAL DATUM/COORDINATES REFLECT B3/91 MD GRID
- IT IS THE OWNERS' INTENT TO ANNEX ALL OF LOTS "B" OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REF. 217/19) LESS ANY AND ALL LANDS CONVEYED TO THE MD STATE HIGHWAY ADMINISTRATION AND THE STATE ROADS COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SALISBURY BOULEVARD).
- ZONING
 EXISTING WICOMICO COUNTY C-2 (GENERAL COMMERCIAL DISTRICT)
 PROPOSED CITY OF SALISBURY GC (GENERAL COMMERCIAL DISTRICT)

REVISED

ANNEXATION
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 36°38'20" E	9.88
L2	N 08°19'15" W	42.57
L3	N 36°38'20" E	239.48
L4	N 81°38'20" E	42.43
L5	N 36°38'20" E	40.00
L6	S 53°21'40" E	334.45
L7	S 36°38'20" W	371.54
L8	N 49°38'00" W	335.17

ANNEXATION AREA = 128,672.80 SQ. FT. (2.95 ACRES)



Brian M. Dennis
EXPIRES 2-18-2025

ANNEXATION PLAT OF BLOCK "B"
MAPLE PLAINS
N. SALISBURY BOULEVARD - SALISBURY MARYLAND

FOR
ZIONROADTWO LLC

OWNERS AND SURVEYORS CERTIFICATE

BRIAN M. DENNIS, PROPERTY LINE SURVEYOR NO. 527 PERSONALLY PREPARED THIS PLAT AND WAS IN DIRECT RESPONSIBLE CHARGE OVER THE SURVEYING WORK REFLECTED IN IT, ALL IN COMPLIANCE WITH REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09.13.05.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER SUCH CONDITIONS NOT FOUND IN CURRENT DEEDS OF RECORD.

PROPOSED ANNEXATION			
SCALE	1" = 100'	DATE	13 JUNE 2023
DEED REF.	5155/175 P. 9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	BLOCK B
COUNTY	WICOMICO	DISTRICT	PARSONS NO.5
TAX MAP NO.	29 PARCEL 17	ZONING	SEE GENERAL NOTE 3
F.I.R.M. MAP NO.	24045C0114E	FLOOD HAZARD ZONE	X
PROJ. NO.	10-033-20	SURV/DR	BMD FB/pg 114/50

BRIAN M. DENNIS
LAND SURVEYING & SITE PLANNING
30319 Zion Road - Salisbury, MD 21804
Telephone 443-783-4861
E-mail: surveyor527@gmail.com

EXHIBIT 4

(Annexation Plan)



City of Salisbury

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

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

1
2
3 **RESOLUTION NO. _____**

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,
35 more or less to be annexed).

36 **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 _____, 2025; having been duly published as required by law in
101 the meantime, a public hearing was held on _____, 2025 at 6:00 p.m., and was finally passed
102 by the Council at its regular meeting held on _____, 2025.

103

104

105 _____
106 Julie English
City Clerk

D'Shawn Doughty
Council President

107

108 APPROVED BY ME this ____ day of _____, 2025.

109

110

111

112 _____
Randolph J. Taylor, Mayor

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

Printed

Date

Signature

Printed

Date

Signature

Printed

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

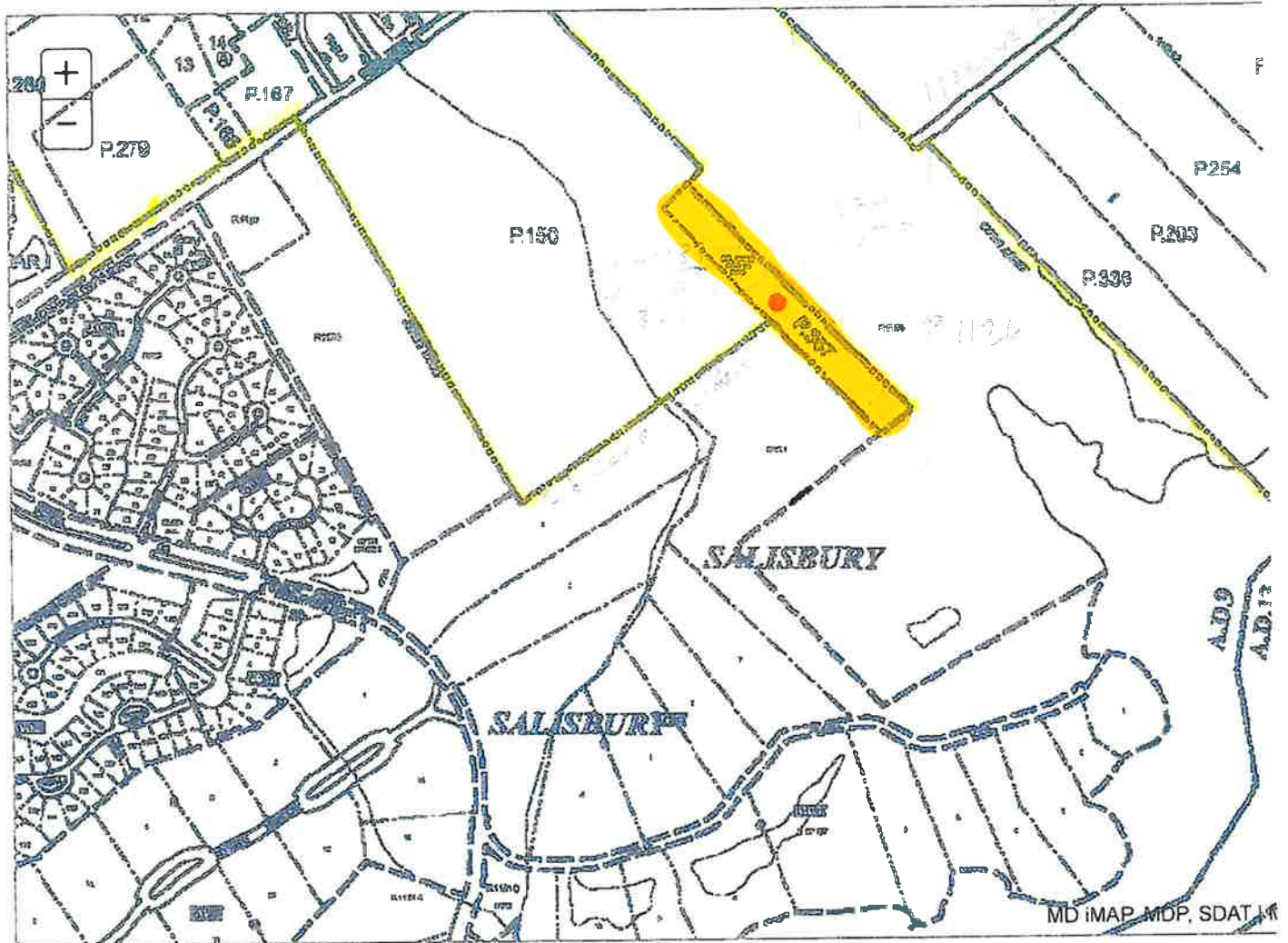
Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Wicomico County

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

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

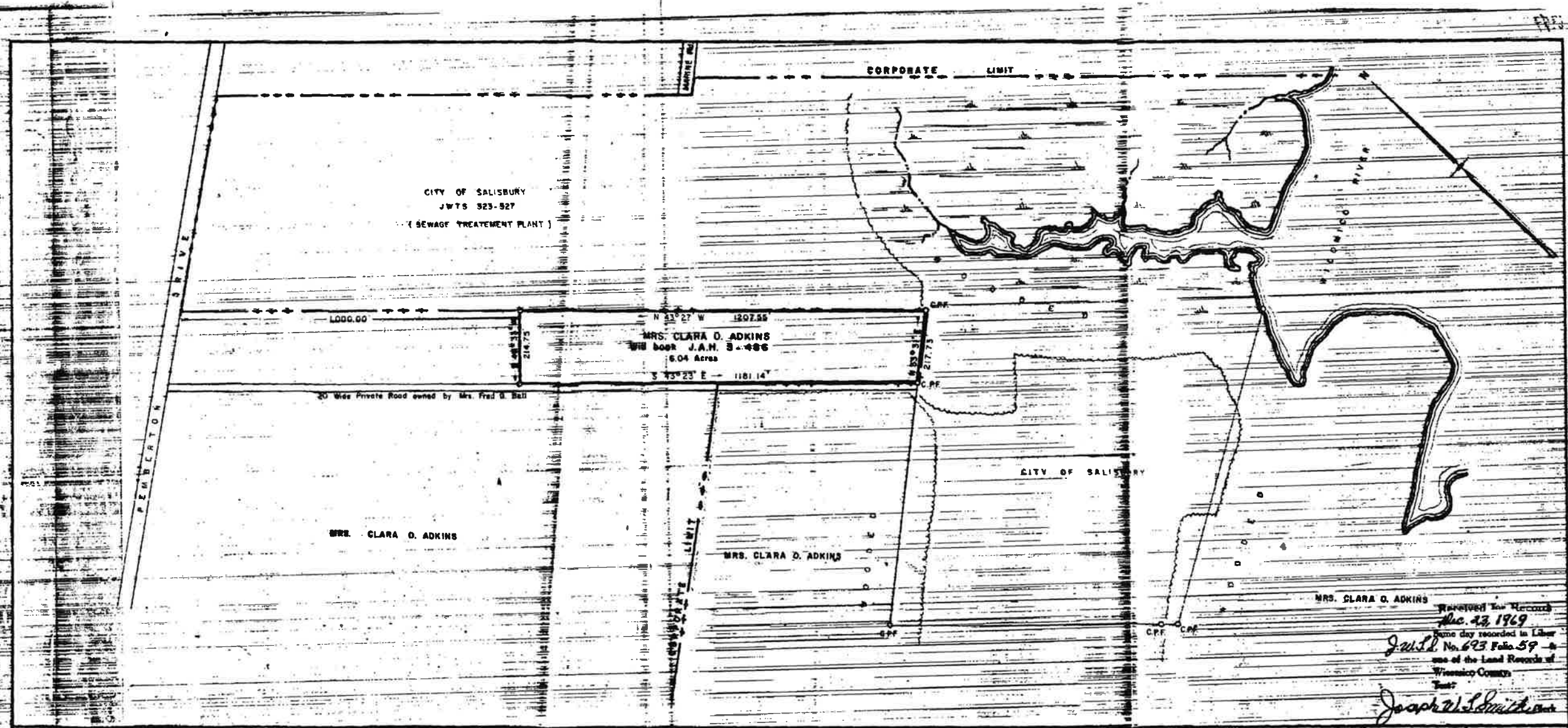


The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

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>).

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 \$18,120⁰⁰

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 17th 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:

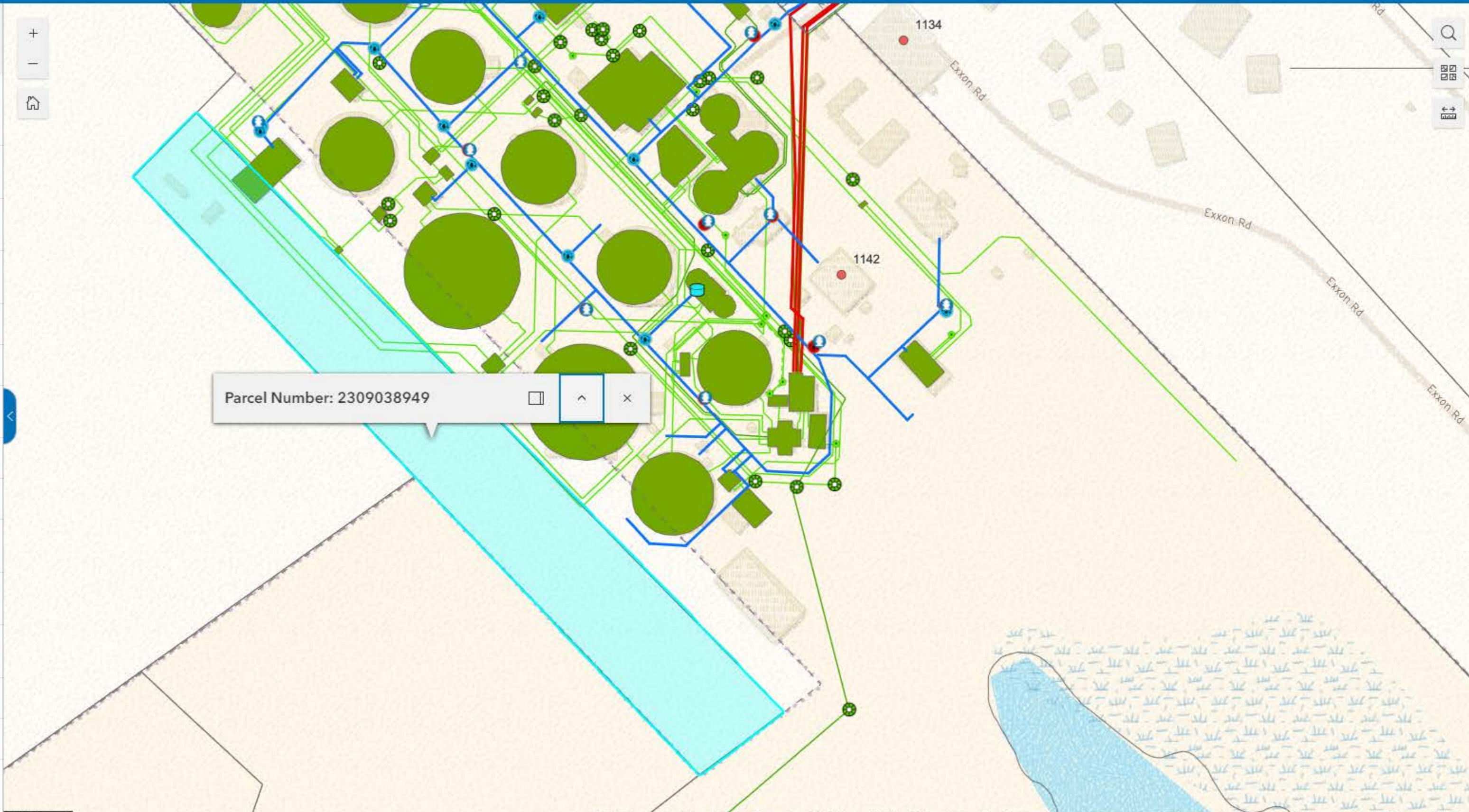
The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned R-15 Residential in the County.

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. _____**

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 _____, 2025; having been duly published as required by law in
81 the meantime, a public hearing was held on _____, 2025 at 6:00 p.m., and was finally passed
82 by the Council at its regular meeting held on _____, 2025.

83

84

85 _____
86 Julie English
87 City Clerk

D'Shawn 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.

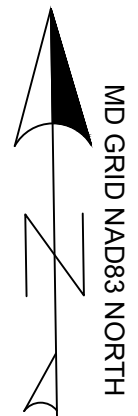
3.6. Police. The City of Salisbury Police Department will provide police services to the Annexed Property.

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.



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

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

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



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

To: Andy Kitzrow, City Administrator

From: Jake Pavolik; Assistant Director of Field Operations

Subject: Budget Amendment-Transfer of Surplus Proceeds

Date: December 3, 2024

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
			\$86,607.78

ORDINANCE NO. _____

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

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

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

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

33
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 ____ day of
50 _____, 2025.

51
52
53 **ATTEST:**

54
55
56
57 _____
58 **Julie A. English, City Clerk**

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

59
60
61 Approved by me, this _____ day of _____, 2025.

62
63
64
65 _____
66 **Randolph J. Taylor, Mayor**
67



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 13th work session and 1st 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 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__

Assistant Attorney General

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ORDINANCE NO. _____

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 _____ day of _____, 2025 and thereafter, a statement of the substance of the
63 Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the
64 City of Salisbury on the _____ day of _____, 2025.

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66 **ATTEST:**

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70 _____
71 **Julie 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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79 _____
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, 4th Floor • Crownsville, Maryland 21032

Grant Number: 23	Grantee Organization: <i>Salisbury City Fire Department Swift Opioid Program</i>	
Title of Project: SWIFT (Salisbury-Wicomico Integrated Firstcare Team)		
Amount of Grant: \$542,000.00	Period of Grant: 1/1/2025 – 12/31/2026	Date of Award: 11/26/2024
Grantee Project Officer:		
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		
MOOR Project Officer:		
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, 4th 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 • 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 • Web:
StopOverdose.maryland.gov

MARYLAND'S OFFICE OF OVERDOSE RESPONSE

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.

Sincerely,

A handwritten signature in black ink that reads "Emily Keller". The signature is written in a cursive style with a large initial "E" and a long horizontal stroke at the end.

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

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
Total	14	271,000	542,000

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:	#

	Current Budget
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			(7) TOTAL PROGRAM BUDGET (COL 3 + COL 6 + COL 11)
			LOCAL FUNDING	ALL OTHER FUNDING	TOTAL OTHER FUNDING (COL 4 + COL 5)	
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

ORDINANCE NO. _____

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 _____ day of _____, 2025 and thereafter, a statement of the substance of the
62 Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the
63 City of Salisbury on the _____ day of _____, 2025.

64
65 **ATTEST:**

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69 _____
70 **Julie English, City Clerk**

71
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73 _____
74 **D'Shawn M. Doughty, City Council President**

75
76
77 Approved by me, this _____ day of _____, 2025.

78 _____
79 **Randolph J. Taylor, Mayor**
80



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



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

FUNDS REQUESTED FOR DISBURSEMENT: \$13,791.00
--

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.

Grantee Representative	RMC Representative
	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. _____

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 _____, 2025.

55
56 **ATTEST:**

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58
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60 _____
61 **Julie A. English, City Clerk** **D'Shawn M. Doughty, City Council President**

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64 Approved by me, this _____ day of _____, 2025.
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69 _____
70 **Randolph J. Taylor, Mayor**

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE CITY'S FY2025 BUDGET, ACCEPTING A DONATION FROM DRAPER HOLDINGS CHARITABLE FOUNDATION FOR THE SANTA WORKSHOP PROGRAM.

WHEREAS, the City of Salisbury's Housing and Community Development Department hosts a Santa Workshop program every year, and

WHEREAS, Draper Holdings Charitable Foundation Inc.'s program Bless Our Children wishes to donate funds to help this annual program; and

WHEREAS, the donation of funds will be used to purchase gifts, refreshments, and equipment used to help Santa and his Elves continue working on making and preparing gifts for next year; and

WHEREAS, appropriations necessary for this donation 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 Special Revenue Fund be and hereby is amended as follows:

- 1) Increase Contribution Revenue 10700-456423-81001 by \$1,000.
- 2) Increase Operating Expenses 10700-546006-81001 by \$1,000.

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the _____ day of _____, 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 _____, 2025.

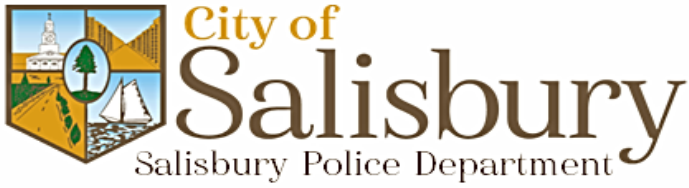
ATTEST:

Julie English, City Clerk

D'Shawn Doughty, City Council President

Approved by me, this _____ day of _____, 2025.

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



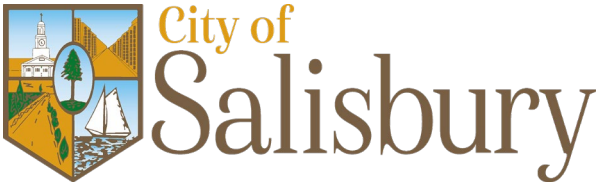
2024 Maryland Local JAG Allocations

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	
	Local total		\$1,947,233	



**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:

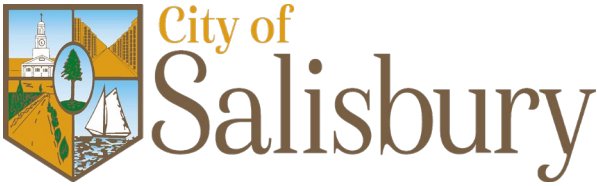
ATTEST:

Julie A. English, City Clerk

Aline K. Kenney, Administrative Assistant

Date: _____

Date: _____



**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: _____

ORDINANCE NO. _____

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 ____ 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 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: 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. _____

**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 ___ 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 _____

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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.

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