



CITY OF SALISBURY

115 S. Division Street, Salisbury, MD, 21801

LEGISLATIVE SESSION

Government Office Building

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

Monday, January 27, 2025

D'SHAWN M. DOUGHTY
Council President

ANGELA M. BLAKE
Council Vice President

APRIL R. JACKSON
Councilwoman

MICHELE R. GREGORY
Councilwoman

SHARON C. DASHIELL
Councilwoman

CALL TO ORDER

PRESENTATION AND ADOPTION OF THE LEGISLATIVE AGENDA

RESOLUTIONS – City Administrator Andy Kitrow

- **Resolution No. 3378** – to amend and restate the terms of an Annexation Agreement associated with property that was the subject of the 2007 “Hobbs Road-Iott Property Annexation”, now known as the “Hobbs Road Annexation”

PUBLIC HEARINGS

- **Resolution No. 3375** – proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as the “City of Salisbury Wastewater Treatment Plant Annexation”
- **Resolution No. 3376** – a plan proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as the “City of Salisbury Wastewater Treatment Plant Annexation”

ORDINANCES – City Attorney Ashley Bosché

- **Ordinance No. 2910** – 2nd reading – approving a budget amendment of the FY2025 General Fund Budget and the FY2024 Water Sewer Fund Budget to appropriate funds required for Field Operations
- **Ordinance No. 2911** – 2nd reading – authorizing the Mayor to enter into a contract with the Maryland Institute for Emergency Medical Services Systems for the purpose of accepting grant funds in the amount of \$4,000.00, and to approve a budget amendment to the grant fund to appropriate these funds for the Salisbury Fire Department
- **Ordinance No. 2912** – 2nd reading – authorizing the Mayor to enter into a contract with the State of Maryland for the purpose of accepting grant funds in the amount of \$542,000.00, and to approve a budget amendment to the grant fund to appropriate funds for the Salisbury Fire Department
- **Ordinance No. 2913** – 2nd reading – authorizing the Mayor to enter into a contract with the Rural Maryland Council for the purpose of accepting grant funds in the amount of \$13,791, and to approve a budget amendment to the grant fund to appropriate these funds for the Salisbury Fire Department

- **Ordinance No. 2914** – 2nd reading – approving a budget amendment of the City’s FY2025 Budget, accepting a donation from Draper Holdings Charitable Foundation for the Santa Workshop Program
- **Ordinance No. 2915** – 2nd reading – to accept grant funds from the U.S. Department of Justice Office of Justice Programs in the amount of \$2,998.00 under the FFY2023 Edward Byrne Memorial Justice Assistance Grant Program
- **Ordinance No. 2916** – 1st reading – authorizing the Mayor to enter into a memorandum of understanding with the Wicomico County Health Department and approving a budget amendment of the FY2025 General Fund Budget to appropriate funds received from the Wicomico County Health Department in the amount of \$10,000.00
- **Ordinance No. 2917** – 1st reading – to rezone a property located at 413 Snow Hill Road from R-10 Residential to General Commercial

PUBLIC COMMENTS

ADMINISTRATION COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council’s meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.



City of Salisbury

To: Andy Kitzrow, City Administrator
From: Nick Voitiuc, Director
Date: January 9, 2025
Re: Amended Annexation Agreement Request- Hobbs Road

The Department of Infrastructure & Development requests the existing Hobbs Road Annexation be placed on the City Council work session agenda and subsequent legislative agenda scheduled for Monday, January 27, 2025, for consideration of an amended annexation agreement request.

Resolution No. 1564, which became effective December 6, 2007, was the original annexation agreement. Since that time, market changes and recently reduced annexation fees have resulted in the owner requesting the proposed revised/amended agreement.

The site is comprised of two parcels, located on the southeastern quadrant of the intersection of U.S. Routes 13 and 50, and binding upon the north side of Hobbs Road, totals 39.27 acres in area. The site is located within the Regional Commercial zoning district, and will be developed in accordance with standards for that district.

Attached, please find the proposed Resolution, Amended and Restated Annexation Agreement, and supplemental Exhibit to the Amended Agreement.

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.

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Julie A. English,
City Clerk

D'Shawn M. Doughty,
Council President

APPROVED BY ME this ____ day of _____, 2025.

Randolph J. Taylor, Mayor

Hobbs Road – Hobbs Road Development, LLC Annexation

AMENDED AND RESTATED ANNEXATION AGREEMENT

THIS AMENDED AND RESTATED ANNEXATION AGREEMENT (“Agreement”) is made this ___ day of _____, 2024, by and between the *City of Salisbury*, a municipal corporation of the State of Maryland (the “**City**”) and *Hobbs Road Development, LLC*, a Maryland limited liability company (“**Owner**”) (the City and Owner are hereinafter referred to collectively as the “**Parties**”).

RECITALS

WHEREAS, Owner is the record owner of all that certain real property consisting of approximately 39.27 acres of land, more or less (the “**Property**”), identified as “**Parcel One and Parcel 729**” on that certain plat entitled “Boundary Survey for Hobbs Road Development, LLC” recorded among the Plat Records of Wicomico County, Maryland in Plat Cabinet No. 15, Folio 309 (the “**Plat**”) (a copy of the Plat is attached hereto and incorporated herein as **Exhibit A-1**);

WHEREAS, Owner and the City entered into an Annexation Agreement dated October 17, 2007 for the Property that was recorded among the Land Records of Wicomico County in Liber M.S.B. No. 2870, Folio 291 (the “**Original Agreement**”);

WHEREAS, Owner desires to construct upon the Property a commercial development, but, due to market changes from the date of the Original Agreement to the date hereof, the terms and conditions set forth in the Original Agreement make development of the Property infeasible;

WHEREAS, the City and Owner have agreed to revise the terms and conditions contained in the Original Agreement in order to enable the development of the Property for the benefit of the Parties; and,

WHEREAS, pursuant to the authority contained in the Annotated Code of Maryland, Local Government Article, Section 4-101, *et seq.* the Owner and the City have agreed to execute this Agreement which sets forth the following terms and conditions that shall apply to the Property and shall supersede and replace the Original Agreement effective the date hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date upon which it is approved by majority vote of the City Council of the City of Salisbury (the “**City Council**”).

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

(a) When reviewing any development plan submitted for or relating to the Property or any portion thereof, including, but not limited to, any subdivision plat subdividing or resubdividing the Property or any portion(s) thereof, the City of Salisbury-Wicomico County Planning Commission (the “**Planning Commission**”) and its associated staff, and the City, and all of its officials, employees, representatives, agents and consultants, shall be guided by the provisions of this Agreement, to ensure all matters addressed by this Agreement are implemented in accordance with the terms and conditions set forth herein. All approvals relating to the development and/or use of the Property or any portion(s) thereof granted by any commission, board, body or agent of the City or any other government agency having jurisdiction over the Property or the development of any portion thereof, shall, to the fullest extent possible, comply with all terms and conditions of this Agreement.

(b) The Parties expressly acknowledge the City's execution of this Agreement is not intended, nor shall it be construed, in any way whatsoever, to prohibit the City from enacting or otherwise adopting any future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, the City may deem necessary or appropriate to protect the health, safety and welfare of City residents or the public at large, or from applying the provisions of any such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, to any matter relating to any development or use of the Property or any portion thereof; provided, however, any such application by the City shall not result in the divestment or termination of any prior approval(s) for any development and/or use of the Property or any portion thereof or interfere with Owner's vested rights in and to the Property or any portion thereof to an extent greater than the impact such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, have upon other similarly-situated properties located within the municipal limits of the City.

3. Warranties & Representations of Owner.

(a) The execution of this Agreement shall constitute Owner's express written consent to the terms of this Agreement which shall be deemed to run with and otherwise govern the Property and any portion(s) thereof as more particularly set forth herein, including any development and/or of the Property and any portion(s) thereof, arising from the City's annexation of the Property by Resolution No. 1564 adopted by the City Council of the City, of Salisbury on October 22, 2007 and which became effective on December 6, 2007 (the "**Annexation Resolution**").

(b) Owner represents and warrants to the City as follows: (i) Owner has the full power and authority to execute this Agreement; (ii) Owner is the sole, fee simple owner of the Property, and, accordingly, is the fee simple owner of all that certain real property constituting one hundred percent (100%) of the assessed value of the Property, as of the date and year first above written; and, (iii) to the best of Owner's knowledge and belief there is no action pending against or otherwise involving Owner and/or the Property which could affect, in any way whatsoever, Owner's right and authority to execute this Agreement and the performance of the obligations of Owner hereunder.

4. Application of City Code and Charter; City Taxes. The Parties expressly acknowledge and agree, as of the effective date of the Annexation Resolution, the Property has been annexed by the City and, therefore, all provisions of the City of Salisbury Charter and the City Code have had (and shall continue to have) full force and effect as to all matters applicable or otherwise relating to the Property including the development and/or use of any portion thereof, except as otherwise expressly set forth herein. The Parties further expressly acknowledge and agree that, as of the effective date of the Annexation Resolution, the Property has been and shall remain subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

5. Municipal Zoning. The Parties acknowledge and agree that the Property is currently zoned by the City as Regional Commercial.

6. Municipal Services.

(a) Subject to the obligations of Owner under Sections 8(c)(i)-(iii), the City agrees to provide all necessary municipal services required for Owner's development and/or use of the Property or any portion(s) thereof, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services generally available to residents of the City.

(b) With respect to the allocation of public water and/or wastewater capacity and services for the Property or any portion thereof, any such allocation shall be determined by the City pursuant to the City's allocation plans in effect at the time a request for public water and/or wastewater capacity and services is submitted by Owner of such portion(s) of the Property for which such capacity and services is requested in

accordance with the City's applicable policies and procedures. Notwithstanding any term to the contrary set forth herein, Owner expressly acknowledges and agrees that no public water or wastewater capacity for any existing use(s) or any future development of the Property or any portion(s) thereof shall be allocated or otherwise reserved by the City unless and until payment has been made to the City for all applicable capacity fee(s) for any such allocation of water and/or wastewater capacity and services in accordance with the applicable policies of the City existing at such time. The payment for any capacity fee(s) or for the connection of the Property or any portion(s) thereof to the City's water and/or wastewater systems shall be due to the City upon the earlier occurrence of: **(i)** Owner's election, at its discretion, to connect the Property, or any portion thereof, to the City's water and/or wastewater systems; or **(ii)** the issuance, by the Wicomico County Health Department or the Maryland Department of the Environment (as the case may be), of a final non-appealable order requiring the connection of any portion of the Property to the City's water and/or wastewater systems.

7. **Standards & Criteria.** Should any environmental, engineering or other similar standard or criteria expressly provided in this Agreement be exceeded by any local, state or federal law, regulation, rule, standard or authorized criteria enacted, promulgated, ordered or adopted following the date and year of this Agreement, the newer stricter law, regulation, rule, standard or authorized criteria shall govern the rights and obligations of the Parties hereunder.

8. **Development Considerations.**

(a) Fees & Costs. Owner expressly acknowledges and agrees to pay the City for any and all fees, costs and/or expenses, including, but not limited to, any legal fees (The City acknowledges receipt from Owner of a deposit towards said legal fees in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement and the preparation of any other document(s) pertaining to the annexation of the Property, the publication of any public notice(s) for or in connection with the City's execution of this Agreement and/or the City's annexation of the Property, and/or any other matter relating to or arising from the City's preparation of this Agreement and/or the annexation of the Property, as determined by the City in its sole discretion. The City shall invoice Owner for all costs to be paid by Owner under this Section 8(a) and Owner, shall make payment of all amounts due and owing the City under this Section 8(a) within fifteen (15) days of Owner's receipt of any invoice from the City.

(b) Development of the Property. Owner shall develop the Property or any portion(s) thereof in a manner that complies with all laws and regulations governing the development of property located within the City's Regional Commercial zoning district, unless such zoning is subsequently changed in which case development shall be in accordance with the new zoning for the Property.

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

(i) Subject to the terms and conditions contained in this Section 8(c)(i), Owner shall pay a non-refundable development assessment to the City in the total amount of Twenty-Four Thousand Five Hundred Dollars and 00/100 (\$24,500.00) (the "**Development Assessment**"). The Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods within the City, or for any other purpose deemed necessary and appropriate by the City. The Development Assessment is in addition to and independent of: **(A)** any water and/or wastewater comprehensive connection charge(s), capacity fee(s) or any other assessment(s) charged, levied or otherwise imposed by the City in connection with the use or development of the Property or any portion(s) thereof; **(B)** any impact fee(s) levied or imposed by Wicomico County or the City

relating to any use or development of the Property or any portion(s) thereof; and/or, (C) any other charge(s) or fee(s) the City may assess against Owner and/or the Property in accordance with this Agreement and/or any applicable law(s) or regulation(s) governing the development or use of the Property or any portion thereof.

- (ii) The Parties expressly acknowledge and agree Owner's payment of the Development Assessment as provided in Section 8(c)(i) represents a material part of the consideration to be received by the City hereunder, without which the City would not enter into this Agreement. The Development Assessment shall be paid by Owner to the City simultaneous with the execution of this Agreement.
- (iii) In the event Owner fails to pay the Development Assessment, or any portion thereof, in accordance with the terms of Section 8(c)(i), the unpaid Development Assessment, or such unpaid portion, shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, the Development Assessment, including all late charges incurred thereon (if any), shall be paid to the City prior to the issuance of any certificate of occupancy for any building or structure constructed at or developed on the Property.

(d) Public Utility Improvements & Extensions; Wastewater Service.

- (i) The Parties expressly acknowledge and agree the extension of public water and wastewater utilities will be necessary to meet the requirements for utility service provided to the Property. Accordingly, at its sole cost and expense, Owner shall design and construct, or cause to be designed and constructed, such public water and wastewater utility extension(s), including, but not limited to, water main(s), sewer main(s), trunk line(s), fire hydrant(s), pump station(s) and any appurtenant facilities, necessary to serve the Property, including any future development thereof, in accordance with all applicable City standards and specifications and subject to the approval of the Director of the City of Salisbury Department of Infrastructure and Development (the City's "**DID Department**"). Owner further acknowledges and agrees the water and wastewater sewer utility facilities designed and constructed in accordance with this Section 8(d)(i) shall be sized in the manner and to the extent determined by the Director of the City's DID Department.
- (ii) The design and construction of the facilities required for the extension of the City's public water and wastewater utilities to serve the Property shall be governed by the terms and conditions of a Public Works Agreement by and between Owner and the City (the "**PWA**"). The PWA shall be executed by the Parties as soon as reasonably practicable following the Planning Commission's approval of any development plan for or relating to the Property or any portion thereof, including, but not limited to, any subdivision plat providing for the subdivision of the Property, and any such approval from the Planning Commission shall be expressly conditioned upon the Parties' execution of the PWA in accordance with the terms of this Section 8(d)(ii). Notwithstanding any term to the contrary set forth herein, no permit may be issued to Owner, or any party acting for or on Owner's behalf, for any work associated or in connection

with the development of the Property or any portion thereof, until the PWA is executed by the Parties.

- (e) **Improvements to Hobbs Road.** Owner agrees to design and construct improvements to Hobbs Road, south of the Property, as may be required by and subject to the standards and approval of the Wicomico County Department of Public Works (the “**County Public Works Department**”), to resolve traffic safety concerns -caused by the anticipated increase in traffic on Hobbs Road due to the development of the Property. Owner further agrees to develop the ultimate roadway construction improvements plan and right-of-way for Hobbs Road for approval by the County Public Works Department, which said plan shall provide accommodation for roadway entrances on both sides of Hobbs Road for the entire length of the development frontage and the construction of all improvements along the Hobbs Road property frontage as may be required by the County Public Works Department. Owner shall enter into a Public Works Agreement with Wicomico County, and/or such other agreement(s) as may be required by Wicomico County (collectively the “**Hobbs Road Improvements Agreement**”), setting forth the terms and conditions of the improvements to Hobbs Road to be constructed by Owner pursuant to this Section 8(e), and a copy of the fully executed Hobbs Road Improvements Agreement shall be provided to the Director of the City’s DID Department prior to the City’s issuance of any building permit for construction at the Property. Owner expressly acknowledges and agrees, in the event facilities required for the extension of the City’s public water and wastewater utilities are constructed within the roadbed of Hobbs Road, then such portion of Hobbs Road must be annexed into the City at the sole cost and expense of Owner.

9. **Record Plat.** Owner shall provide the City with a copy of the final record plat for any development of, on or within the Property or any portion thereof, including any subdivision plat providing for the subdivision of the Property.

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

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

Hobbs Road Development, LLC
8011 Log Town Road
Berlin, Maryland 21811

With a copy to:
Jeffrey E. Badger, Esquire
Long Badger, LLC
124 East Main Street
Salisbury, Maryland 21801

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

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

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

11. Future Uses of the Property. Owner expressly acknowledges and agrees that, upon the effective date of this Agreement, any development or use of the Property or any portion thereof must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's Regional Commercial zoning district unless such zoning is subsequently changed in which case development of the Property shall be in accordance with new zoning for the Property. Any development, subdivision and/or use of the Property or any portion(s) thereof shall be subject to, and must comply with, all applicable capacity fees and/or impact fees as established by the City and/or Wicomico County existing on the effective date of this Agreement, subject to any amendments thereto as may be adopted or promulgated, from time to time. The Parties expressly acknowledge and agree that neither this Agreement nor any of the terms set forth herein shall, in any way whatsoever, constitute or otherwise be construed as an approval by the City of any specific development at, upon or within any portion of the Property, including any subdivision of the Property subsequent to the date and year first above written. The Parties further expressly acknowledge and agree that neither this Agreement nor any of its terms shall constitute or otherwise be construed as a waiver by the City of: any tax(es) levied or assessed by the City upon the Property; or, any fee(s), assessment(s) or charge(s) that may be imposed by the City, from time to time, arising from or in connection with any development or use of the Property, or any portion thereof, and/or any subdivision of the Property or any portion(s) thereof.

12. Miscellaneous Provisions.

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

(b) Scope of Agreement. This Agreement is not intended to limit the exercise of any police power(s) of the City, nor is this Agreement intended to limit the operations of the City government or guarantee the outcome of any administrative process. Unless otherwise expressly set forth herein, this Agreement shall be subject to all properly enacted laws and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: **(i)** enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; **(ii)** enacted or adopted by

the City as a result of a state or federal mandate; or, **(iii)** applicable to the Property and to similarly situated property located outside of the City in Wicomico County.

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

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

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

(f) Modification. Neither this Agreement nor any term contained herein may be waived, modified, amended, discharged or terminated except in a writing signed by the Parties.

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

(h) Assignment of Agreement. The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by Owner to any purchaser of the Property or any portion thereof, without the consent of the City or any of its elected officials, employees or agents; provided, however, any sale, transfer, assignment, gift or conveyance of the Property, or any portion thereof, shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 12(h), Owner shall not transfer, or pledge as security for any debt or obligation, any of its interest in or to all or any portion of the Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions contained in this Agreement, as if such transferee or pledgee was a party to this Agreement. Owner shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Owner of any of his interests in and to the Property or any portion thereof.

(i) Express Condition. The obligations of Owner under this Agreement shall not constitute the personal obligations of Owner independent of his ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, Owner expressly acknowledges and agrees Owner's obligations under Section 8(a) are not contingent or otherwise conditioned upon the execution of this Agreement by the Parties and such obligations shall be binding upon Owner and enforceable by the City against Owner and/or any of Owner's successor(s), representative(s), transferee(s) and/or assign(s), to the fullest extent permitted by Maryland law.

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

(k) Recording of Agreement. This Agreement, including all exhibits attached hereto (each of which is incorporated in this Agreement by this reference), shall be recorded among the Land Records of Wicomico County, the costs of which shall be paid by Owner. This Agreement and all terms and conditions

contained herein shall run with the Property, and any portion thereof, and shall be binding upon and inure to the benefit of the Parties and each of their respective heirs, personal representatives, successors, transferees and/or assigns.

(l) No Reliance. Each of the Parties, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by or relied upon any representation(s) or statement(s), whether express or implied, written or unwritten, made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

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

(n) Severability. In the event any term, provision, covenant, agreement or portion of this Agreement, or his application to any person, entity or property, is adjudged invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

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

ATTEST/WITNESS:

“OWNER”:

Hobbs Road Development, LLC

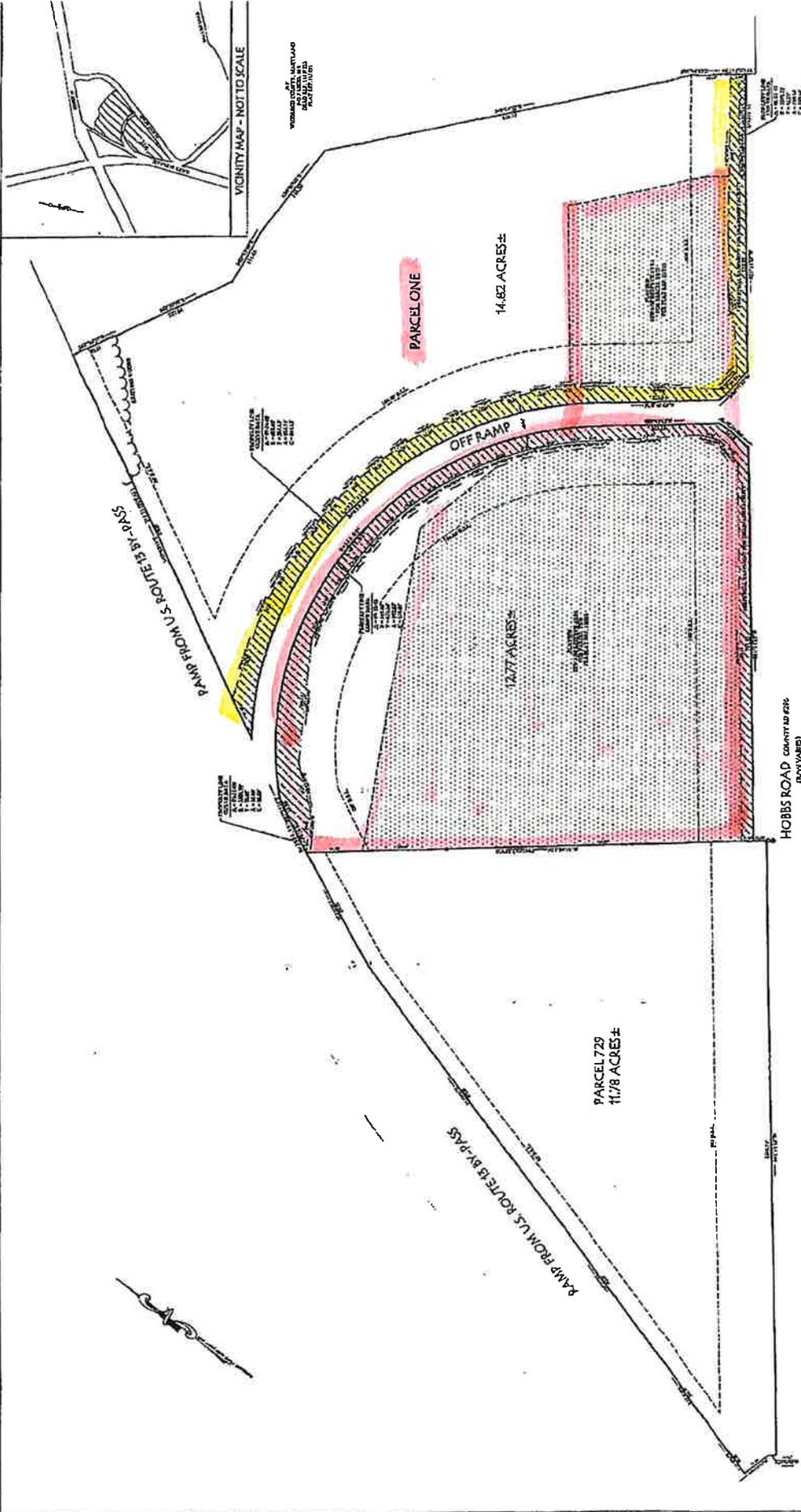
By: _____ (Seal)
George Harkins, Managing Member

THE “CITY”:

City of Salisbury, Maryland

By: _____ (Seal)
Randy Taylor, Mayor

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GENERAL NOTES

- The survey was conducted in accordance with the Wisconsin Statutes, Chapter 193, and the rules of the Board of Surveyors.
- The survey was conducted on the 14th day of March, 2007.
- The survey was conducted by the undersigned, a duly licensed Professional Surveyor in the State of Wisconsin.
- The survey was conducted in accordance with the Wisconsin Statutes, Chapter 193, and the rules of the Board of Surveyors.
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LEGEND

---	BORDER OF ADJACENT PARCELS
---	PROPERTY BOUNDARIES
---	EXISTING CONCRETE DRIVE
---	EXISTING DRIVEWAY



Wisconsin County
March 24, 2007
MISS. CODE IS F-10-301

BOUNDARY SURVEY
FOR
HOBBS ROAD DEVELOPMENT LLC

DATE: 3/24/07
BY: [Signature]
PROJECT: HOBBS ROAD DEVELOPMENT LLC

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City of Salisbury



MARYLAND

Brenda J. Colegrove, City Clerk
City of Salisbury
410-548-3140

125 N. Division St., Room 305
Salisbury, MD 21801-4940
410-548-3781 (fax)

VIA CERTIFIED MAIL

December 10, 2007

Georgeanne Carter, Legislative Counsel
Municipal Resolution Reposition
Department of Legislative Services
90 State Circle
Annapolis, MD 21401-1991

MSB H102
Dec 11, 2007 12:05 PM

Dear Ms. Carter:

Enclosed is the following annexation resolution which was enacted by the City of Salisbury on October 22, 2007 and became effective December 6, 2007:

Resolution No. 1564 - "Hobbs Road-Iott Property Annexation"

As required, I have also enclosed a copy of the new boundary description of the City. If you have any questions, please give me a call.

Sincerely,

Brenda J. Colegrove
Brenda J. Colegrove, CMC
City Clerk

Enclosure

cc: Tracey Gordy, Maryland Department of Planning
State Assessments
Mark Bowen, Clerk of Circuit Court

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

Article 23A, §9A of the Annotated Code of Maryland requires municipal officials to deposit certain municipal documents with the Department of Legislative Services. Please use this registration form for each resolution that alters the charter or the boundaries of your municipal corporation. Complete a separate form for each resolution, and mail the entire text of the resolution, along with this form to:

Georganne Carter, Legislative Counsel
Municipal Resolution Reposition
Department of Legislative Services
90 State Circle
Annapolis, MD 21401-1991

<u>City of Salisbury</u> Municipal Corporation	<u>Wicomico</u> County(ies)
<u>Brenda J. Colegrove, City Clerk</u> Name and Title of Official Submitting this Resolution	
<u>125 N. Division Street</u> Address	<u>410-548-3140</u> Phone
<u>Room 305</u> <u>Salisbury, MD 21801-4940</u>	<u>December 10, 2007</u> Date of Submitting this Resolution*
<u>1564</u> Resolution Number	<u>October 22, 2007</u> Date Enacted by Legislative Body
	<u>December 6, 2007</u> Effective Date**

1) For an annexation resolution, state the charter section (e.g., boundary description section, appendix) that is amended _____ OR state the charter section (e.g., general powers section) pursuant to which the property is annexed SC1-2. (Enclose a copy of the metes and bounds description of the complete boundaries of your municipal corporation that includes the newly annexed property, including the number of acres and the point of beginning coordinates for the newly annexed property.)

For a charter resolution, state whether the entire charter is repealed and a new charter is adopted _____ OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments _____.

2) Number of votes cast by the legislative body for 4 and against 1 this resolution.

3) Will this resolution be petitioned to referendum? No
If "yes," date of the referendum election (if known) _____.

* A resolution should be submitted to the Department of Legislative Services 10 days after the effective date of the resolution (Art. 23A, §9A(c)). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (Art. 23A, §13(f)), and for an annexation resolution is no earlier than 45 days after enactment (Art. 23A, §19(e)).

**RESOLUTION NO. 1564
AS AMENDED ON OCTOBER 22, 2007**

A RESOLUTION of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land situate contiguous to and binding upon the Easterly corporate limit of the City of Salisbury, to be known as the "Hobbs Road - Iott Property Annexation" being an area located on the Southeastern quadrant of the intersection of U.S. Route 13 and U.S. Route 50 and binding upon the north side of Hobbs Road.

WHEREAS the City of Salisbury has received a petition to annex, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed, and being located in the Southeastern quadrant of the intersection of U.S. Route 13 and U.S. Route 50 and binding upon the north of Hobbs Road, said parcel being contiguous to and binding upon the Easterly corporate limit of the City of Salisbury;

WHEREAS the City of Salisbury has caused to be made a certification of the signatures on said petition to annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of October 22, 2007, as will more particularly appear by the certification of W. Clay Hall, Surveyor, of the City of Salisbury, attached hereto; and

WHEREAS it appears that the petition meets all the requirements of the law.

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT it is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so as to annex to and include within said City all that parcel of land together with the persons residing therein and their property, contiguous to and binding upon the north side of Hobbs Road, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

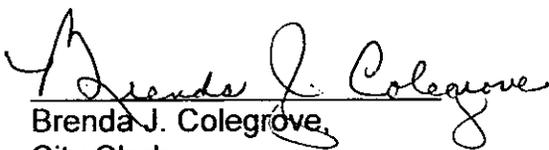
SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and made a part hereof.

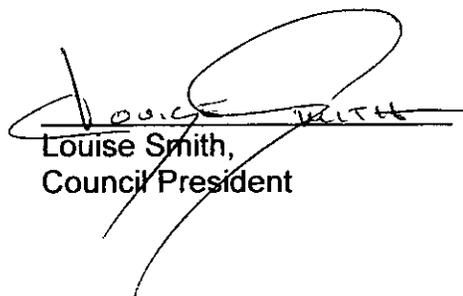
SECTION 3. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT the Council hold a public hearing on the annexation hereby proposed on October 22, 2007 at 6:00 o'clock p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of time and place of said hearing to be published not fewer than four (4) times at not less than weekly intervals, in a newspaper of general circulation in the City of Salisbury, of the area to be annexed, accurately describing the proposed annexation and the conditions and circumstances applicable thereto, which said notice shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing on the Resolution.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT this resolution shall take effect upon the

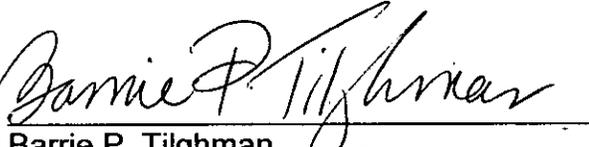
expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum as contained in Article 23A of the Maryland Code.

The above resolution was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 10th day of September, 2007, and having been duly published as required by law in the meantime, was finally passed after a public hearing at its meeting held on this 22nd day of October, 2007.


Brenda J. Colegrove,
City Clerk


Louise Smith,
Council President

APPROVED BY ME this 24th day of
October, 2007.


Barrie P. Tilghman,
Mayor of the City of Salisbury

Resolution.Hobbs Road

Exhibit A

HOBBS ROAD – IOTT ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the easterly Corporate Limit of the City of Salisbury to be known as "Hobbs Road – Iott Annexation" beginning for the same at a point on the Corporate Limit, said point being near the northeast corner of the lands of Sherry P. Mann and also near the westerly line of the U.S. Route 13 Bypass X 1,218,916.78 Y 197,440.92; thence running North sixty-one degrees fifty-one minutes twenty-nine seconds East (N 61° 51' 29" E) twenty-three decimal seven, six (23.76) feet to a point on the westerly line of the U.S. Route 13 Bypass X 1,218,937.74 Y 197,452.12; thence running generally with the westerly line of said Bypass the five following courses: (1) South thirty-one degrees fifty-seven minutes nineteen seconds East (S 31° 57' 19" E) three hundred and sixteen decimal four, four (316.44) feet to a point X 1,219,105.21 Y 197,183.63; (2) South thirty-one degrees twenty-eight minutes thirty-seven seconds East (S 31° 28' 37" E) eight decimal five, seven (8.57) feet to a point X 1,219,109.69 Y 197,176.33; (3) a simple curve to the right radius five hundred and twelve decimal nine, six (R=512.96) feet three hundred and seventy decimal two, three (370.23) feet to a point X 1,219,134.41 Y 196,814.93; (4) South sixteen degrees forty-five minutes forty-seven seconds West (S 16° 45' 47" W) two hundred and fifty-six decimal three, two (256.32) feet to a point X 1,219,060.48 Y 196,569.50; (5) South fifteen degrees thirty-eight minutes two seconds West (S 15° 38' 02" W) two hundred and eighty-six decimal seven, nine (286.79) feet to a point X 1,218,983.20 Y 196,293.32; thence crossing said Bypass and running South seventy-two degrees twenty-seven minutes twenty-seven seconds East (S 72° 27' 27" E) three hundred decimal one, seven (300.17) feet to a point on the easterly right-of-way line of said Bypass X 1,219,269.41 Y 196,202.85; thence leaving said right-of-way line of said Bypass and running with the lands of Hobbs Road Development LLC the two following courses: (1) South seventy-four degrees twenty-one minutes fifty-seven seconds East (S 74° 21' 57" E) fifty-four decimal zero, zero (54.00) feet to a point X 1,219,321.41 Y 196,188.30; (2) South thirty-eight degrees thirty-six minutes fifty-one seconds East (S 38° 36' 51" E) fourteen decimal nine, one (14.91) feet to a point on the northwesterly right-of-way line of Hobbs Road X 1,219,330.71 Y 196,176.65; thence running generally with the northwesterly right-of-way line of the said Hobbs Road the four following courses: (1) North fifty-one degrees eleven minutes fifty-six seconds East (N 51° 11' 56" E) one thousand one hundred and two decimal seven, five (1,102.75) feet to a point X 1,220,190.11 Y 196,867.65; (2) North thirty-eight degrees fifty-seven minutes thirty-four seconds West (N 38° 57' 34" W) twenty-three decimal five, zero (23.50) feet to a point X 1,220,175.34 Y 196,885.92; (3) North fifty-one degrees eleven minutes fifty-five seconds East (N 51° 11' 55" E) one thousand two hundred and twelve decimal six, eight (1,212.68) feet to a point X 1,221,120.41 Y 197,645.82; (4) a simple curve to the right radius five thousand five hundred and seventy-eight decimal seven, five (R=5,578.75) feet one hundred and fifty decimal four, six (150.46) feet to a point at the northeast corner of the lands of Hobbs Road Development LLC X 1,221,238.92 Y 197,738.51; thence running by and with said lands the six following courses: (1) North thirty-eight degrees forty-nine minutes seven seconds West (N 38° 49' 07" W) ninety-eight decimal three, five (98.35) feet to a point X 1,221,177.27 Y 197,815.13; (2) North forty-nine degrees sixteen minutes fifty-two seconds West (N 49° 16' 52" W) six hundred and fifty-eight decimal one, nine (658.19) feet to a point X 1,220,678.42 Y 198,244.50; (3) South eighty-nine degrees fifty-seven minutes forty seconds West (S 89° 57' 40" W) one hundred and

sixty-eight decimal five, zero (168.50) feet to a point X 1,220,509.92 Y 198,244.39; (4) South eighty-two degrees nine minutes fifty seconds West (S 82° 09' 50" W) one hundred and eleven decimal eight, five (111.85) feet to a point X 1,220,399.11 Y 198,229.14; (5) North sixty-two degrees thirty-three minutes eighteen seconds West (N 62° 33' 18" W) two hundred and twenty-seven decimal five, four (227.54) feet to a point X 1,220,197.18 Y 198,334.01; (6) North sixty-two degrees thirty-nine minutes seventeen seconds West (N 62° 39' 17" W) eighty decimal five, one (80.51) feet to a point on the easterly right-of-way line of the U.S. Route 13 Bypass X 1,220,125.67 Y 198,370.99; thence crossing the said Bypass and running North seventy-four degrees twenty-six minutes fifty-nine seconds West (N 74° 26' 59" W) one thousand forty-one decimal eight, six (1,041.86) feet to a point on the Corporate Limit X 1,219,121.94 Y 198,650.30; thence running by and with the Corporate Limit the two following courses: (1) South fifteen degrees fourteen minutes twenty-five seconds West (S 15° 14' 25" W) one thousand one hundred and ten decimal eight, eight (1,110.88) feet to a point X 1,218,829.93 Y 197,578.49; (2) South thirty-two degrees fifteen minutes fifty-three seconds East (S 32° 15' 53" E) one hundred and sixty-two decimal six, nine (162.69) feet to the point of beginning and containing 74.917 acres, all of which are the lands of Hobbs Road Development LLC and a portion of the U.S. Route 13 Bypass. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

Exhibit B

REPORT OF ANNEXATION PLAN
for the
HOBBS ROAD – CROSSROADS ANNEXATION
TO THE CITY OF SALISBURY

August 28, 2007

This Annexation Plan was prepared pursuant to the year 2006 changes to State law governing municipal annexation and planning (House Bill 1141)¹. This Annexation Plan and the annexation it addresses are consistent with the City of Salisbury's adopted comprehensive plan, the Metro Core Plan. The following are milestones in the public review and consideration of the proposed Hobbs Road-Crossroads Annexation.

- At a work session on June 4, 2007, the Salisbury City Council reviewed the annexation request and decided to proceed with development of an annexation resolution and negotiation of an annexation agreement.
- On August 9, 2007, the City of Salisbury / Wicomico County Planning Commission reviewed the proposed annexation and forwarded a favorable recommendation to the Salisbury City Council for Regional Commercial zoning of the Property upon annexation.
- At a Salisbury City Council work session on August 20, 2007, the City Council reviewed a draft annexation agreement and concept development plan. The City Administrator directed that an Annexation Plan and resolution packet be prepared and submitted to the City Council for consideration.
- At a Salisbury City Council meeting on September 10, 2007, the City Council reviewed the annexation resolution, annexation agreement, and this Annexation Plan and directed that a public hearing date be established. The Council directed that the Annexation Plan be forwarded to the Maryland Department of Planning and Wicomico County Council for comment within 30 days of the public hearing as provided for by State law.

¹ HB 1141, passed by the 2006 General Assembly and made into law, revised sections of Articles 66B and 23A of the Annotated Code of Maryland.

1.0

GENERAL INFORMATION AND DESCRIPTION

1.1 Petitioners

Hobbs Road Development, LLC.

1.2 Location

The area to be annexed consists of two parts. The first, referred to herein as, "the Property" is located as follows: the easterly side of the City of Salisbury, between the Salisbury Bypass and Hobbs Road. Tax Map #39, Parcels #618 & 729; Grid #15.

The second part consists of the adjacent State highway right-of-way which provides a contiguous connection to the municipal boundary.

Attachment A shows the entire area to be annexed.

1.3 Property Description

Attachment A-1 shows the survey of the Property. The Hobbs Road - Crossroads Annexation area consists of two parcels containing 38.81 acres of land. The Property is currently undeveloped farm field that contains no structures and is bisected by the exit ramp from the Salisbury Bypass to Hobbs Road.

1.4 Existing Zoning

The zoning of properties in the County in the vicinity of the Property is shown on Attachment A-2. The zoning of properties in the City in the vicinity of the Property is shown on Attachment A-3.

The Property is now zoned in the County as C-3 Regional Commercial and is part of the County Regional Commercial District that includes the adjacent Shorebirds stadium. The area also includes a Light Business and Institutional District across Hobbs Road. In this district are several residences, Salisbury School, Salisbury Baptist Temple, and a number of businesses and uses along John Deere Drive.

2.0**LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED****2.1 Comprehensive Plan**

The City of Salisbury adopted its current Comprehensive Plan, the Metro Core Plan in 1997. The Plan designates a Metro Core boundary that extends beyond City limits and makes general recommendations for lands both within and outside of the municipal limits. Wicomico County has adopted the Metro Core boundary as part of its Comprehensive Plan. The Property is located within the recommended "Urban Corridor" extending eastward from the City along U.S. Route 50, just beyond the Metro Core boundary. The Metro Core Plan states that future intensive commercial, institutional and employment development in the Metro Core and beyond should be directed to designated Urban Corridor areas as opposed to creating strip commercial areas elsewhere. From the Metro Core Plan, the two stated objectives of the Urban Corridor District are:

- To insure that the arterial corridors leading into Salisbury are vital, attractive, mix use corridors that appeal to pedestrians as well as motorists and enhance the community's image.
- To provide areas for mix-use development at appropriate locations where development can take place according to a master plan concept and access is managed to preserve capacity of arterial highways.

The Metro Core Plan's goal as it pertains to annexations 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

Upon annexation, the Property is proposed to be zoned as Regional Commercial. This City district permits a variety of large scale commercial uses on 40,000 sq. ft. lots. Permitted uses include convention centers, hotels, medical centers or clinics, theaters, offices, restaurants, and retail department and general merchandise stores. Hospitals, sports arenas and regional shopping centers are permitted by special exception. The proposed zoning is consistent with the existing County Regional Commercial zoning district.

2.3 Proposed Land Use

The Property is proposed for development with a combination of condominium office buildings, retail buildings with cultural/civic space, restaurants, and two hotels with conference/meeting space.

Attachment B-1 shows the concept development plan for the Property. This plan is part of a negotiated annexation agreement between the City and the petitioners. The concept development plan anticipates 241,200 square feet of commercial office floor area, 24,000 square feet of standalone restaurant space, 37,600 square foot of retail shopping center space, and two hotels. The parties, prior to City Council adoption of an annexation resolution, would execute the annexation agreement. The annexation agreement provides that, upon annexation, the Property would be developed in substantial conformance with the concept development plan.

3.0

THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PARCEL

3.1 Roads

The Property will be served by Hobbs Road. Three public road access points along Hobbs Road would be provided. One would be located east of the Bypass off-ramp and two would be located west of the off-ramp.

Specific development related road impacts would be addressed during the City's required development plan review of the project. The City will require a traffic study for the proposed development that includes the impacts of development on all intersections from the Hobbs Road/Mt. Hermon Road intersection to U.S. Route 50. The developer would construct all improvements recommended by the study.

The Developer would design and construct improvements to Hobbs Road, south of the Property as may be required by and to the standards of either or both the City and County Departments of Public Works to resolve traffic safety concerns associated with the current alignment of the road. The Developer would develop the ultimate roadway construction improvements plan and dedicate right-of-way for Hobbs Road for and with the approval by the County and City Public Works Departments. The improvements plan would provide accommodation for roadway entrances on both sides of Hobbs Road for the entire length of the development frontage and the developer would construct all improvements along the Hobbs Road property frontage.

3.2 Wastewater Treatment and Water Supply

The County Comprehensive Water and Sewer Plan has been amended to include the Property.

The City's water treatment system, and the Paleo plant, which will directly serve the Property have adequate capacity. The Paleo Water Treatment Plant is located at the intersection of Naylor Mill Road and Scenic Drive and treats groundwater from two wells (Well Nos. 1 and 2). The Paleo Water Treatment Plant has available an annual average daily net excess capacity of approximately 790,084 gallons per day.

The extension of public water and sewer mains at sizes, locations, and depths, subject to City approval, will be required. The existing City public water and sewer lines would be extended from the intersection of Hobbs Road and John Deer Drive to the southwest corner of the Property in utility easements and along public rights-of-way to the Property at developer expense upon development/improvement of the Property.

3.3 Schools

Because the property would be developed in commercial use no impact to schools is anticipated.

3.4 Parks and Recreation

Because the property would be developed in commercial use no impact to parks and recreation facilities is anticipated.

3.5 Fire, E.M., and Rescue Services

The Salisbury Fire Department provides fire suppression, technical rescue, special operations, and advanced life support (ALS-EMS) emergency medical treatment and transport services to residents of the Salisbury Fire District. It would provide services to the Property.

3.6 Police

The City of Salisbury Police Department would provide services to the Property.

3.7 Stormwater Management:

The concept development plan provides four stormwater facilities on site and enlargement of the SWM pond located on the adjacent stadium parking area. Detailed plans and calculations will be required for review and approval by the Salisbury Public Works Department

4.0

HOW DEVELOPMENT OF THE ANNEXED PARCEL WOULD RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.

The annexation and proposed development of the Property integrates well with the surrounding land use pattern that is emerging along the U.S. Route 50 east corridor of Salisbury. The area is presently home to general commercial and employment activities and institutional use such as the Arthur Purdue Stadium and the Salisbury-Ocean City-Wicomico Regional Airport. Because the annexation proposes a mix of commercial and employment uses in a master planned setting, it is consistent with and helps implement the Metro Core Plan. The conditions to be placed on annexation and the requirements of City development approval would address road and other area community facility and service impacts.

Being located in the vicinity of the interchange of U.S. Route 50 and the U.S. Route 50 Bypass, the Property is regionally accessible. It is not located within a wellhead protection area and there are no sensitive environmental resources on, or immediately adjacent, to the site. The concept development plan provides a vegetative buffer along the Property's highway frontage to maintain and extend the landscape parkway character of this part of the community.

List of Attachments

A: Annexation Area Location Survey

Showing the location of the area to be annexed relative to the corporate limits.

A-1: Annexation Survey:

Showing the Property survey boundaries. This exhibit is part of the annexation agreement attendant to the Property.

A-2: Annexation - County Zoning.

Showing the zoning of properties located beyond the corporate limits of Salisbury in Wicomico County in the vicinity of the Property.

A-3: Annexation - City Zoning.

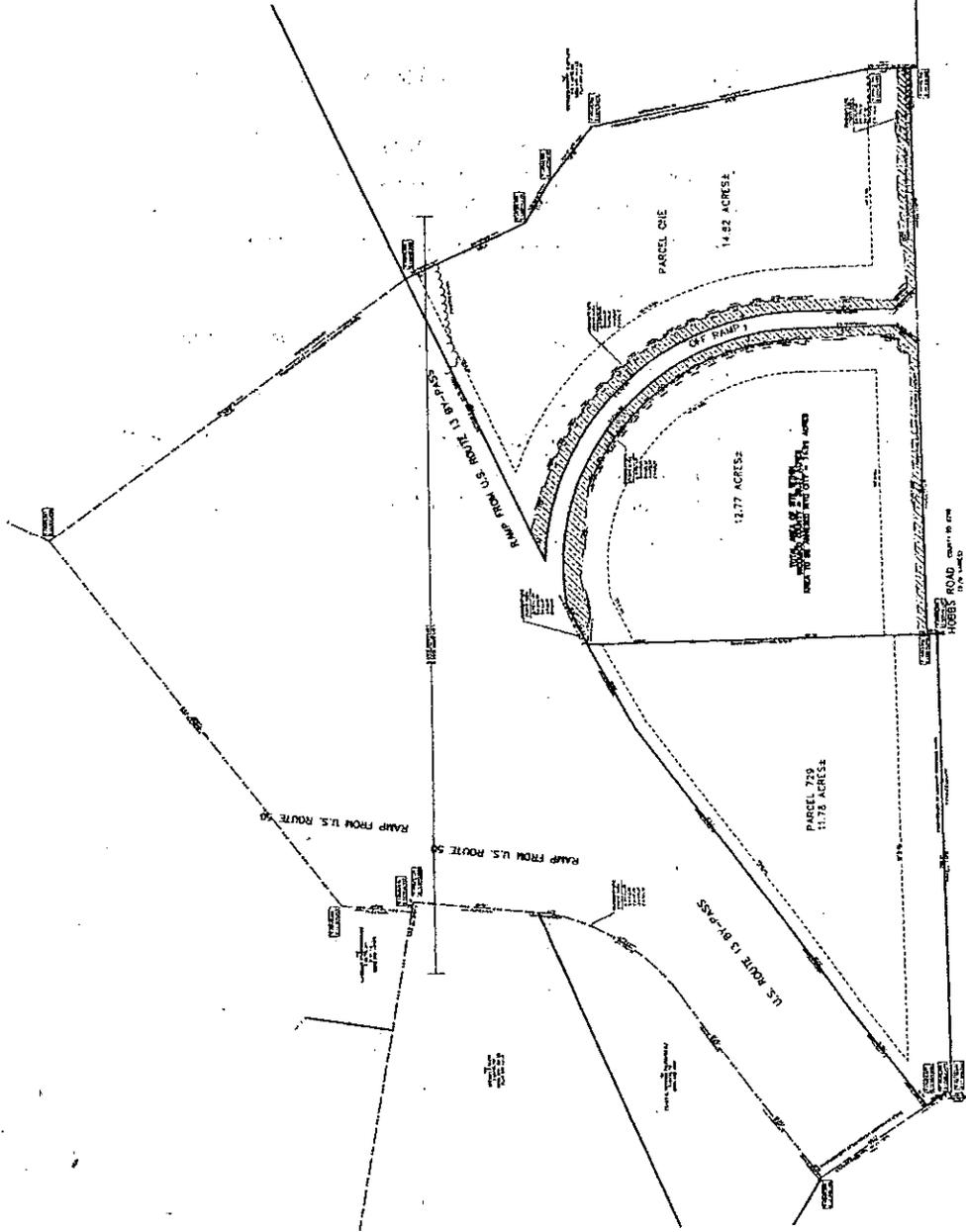
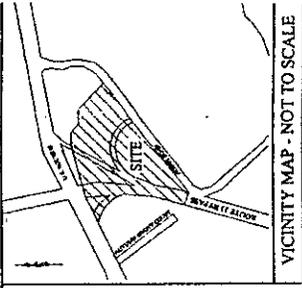
Showing the zoning of properties located in the City of Salisbury in the vicinity of the Property.

B-1. Attachment B-1 - Concept Development Plan.

Showing the proposed conceptual development of the Property: streets, lots, parking, connections to the area road network, etc. This attachment is part of the annexation agreement attendant to the Property.

B-2. Attachment B-2 - Concept Development Plan-Subdivision

Showing the proposed subdivision of the Property along with proposed commercial square footage estimates. This attachment is part of the annexation agreement attendant to the Property.



SHEET INDEX
 SHEET 1 OF 3 --- TITLE SHEET
 SHEET 2 OF 3 --- PARCELS OF
 SHEET 3 OF 3 --- ANNEXATION OF

GENERAL NOTES
 THIS SURVEY WAS PREPARED BY PARKER & ASSOCIATES, INC. OF SALISBURY, MARYLAND. IT IS PLACED ON THIS TITLE BLOCK SOLELY FOR CONVEYANCE OR PRESENTATION TO ARCHITECTURE & ENGINEERING, INC. IS NOT REPRESENTING THAT THIS SURVEY IS THEIR WORK PRODUCT, AND THEREFORE ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

NOTE: THIS SURVEY HAS BEEN PREPARED BY PARKER & ASSOCIATES, INC. OF SALISBURY, MARYLAND. IT IS PLACED ON THIS TITLE BLOCK SOLELY FOR CONVEYANCE OR PRESENTATION TO ARCHITECTURE & ENGINEERING, INC. IS NOT REPRESENTING THAT THIS SURVEY IS THEIR WORK PRODUCT, AND THEREFORE ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

LEGEND
 --- EXISTING
 --- PROPOSED
 --- PROPERTY LINE
 --- PROPERTY CORNER



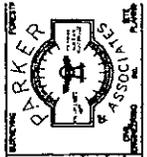
OVERALL AREA SURVEY
 SCALE: 1" = 80'-0"

ATTACHMENT A
ANNEXATION AREA LOCATION SURVEY

ANNEXATION PLAN

FOR
HOBBS ROAD DEVELOPMENT LLC

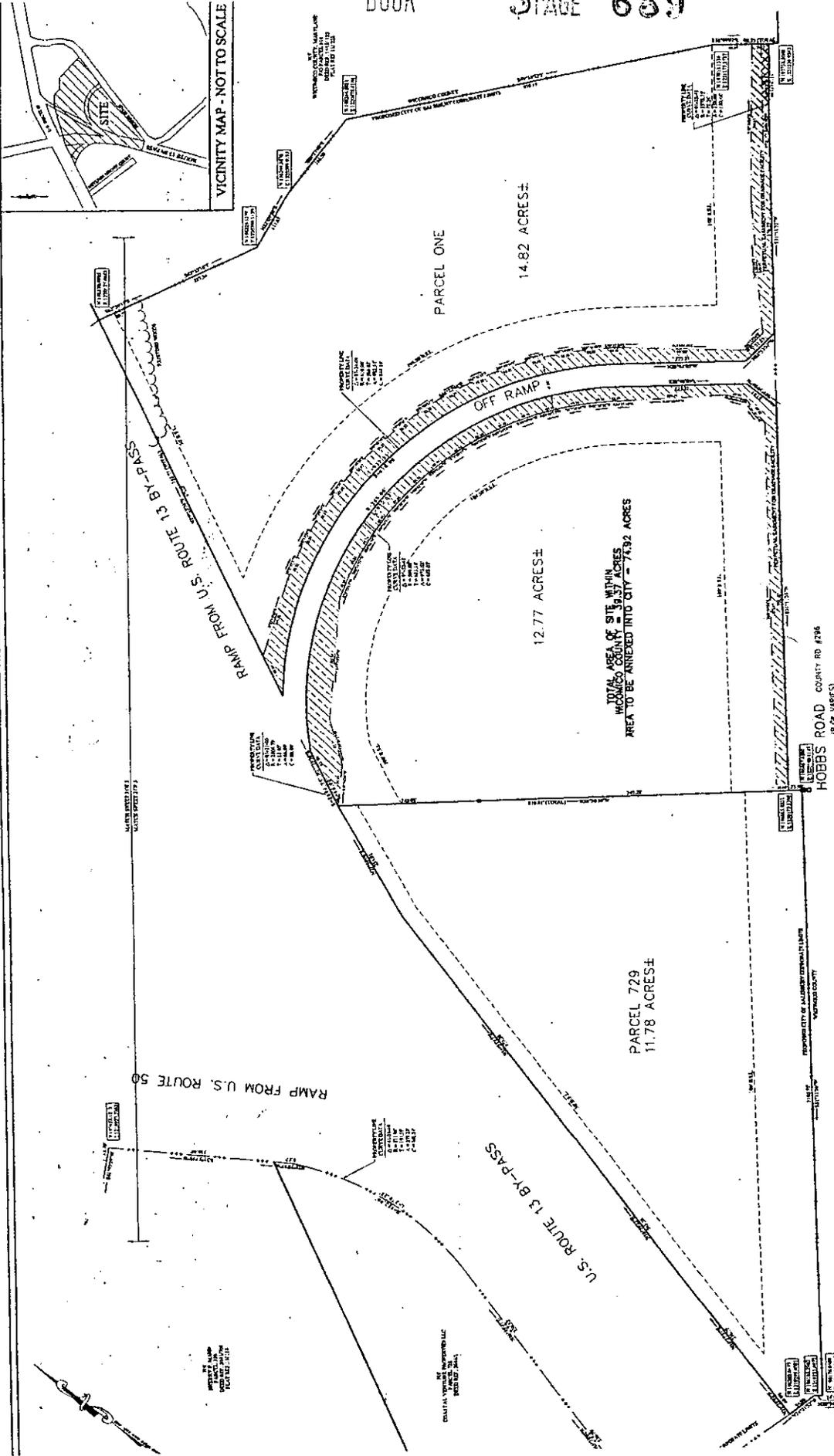
PROPOSED ELECTION DISTRICT: HOBBS COUNTY, MARYLAND
 DATE: 09/29/07
 SHEET NO. 15
 TOTAL SHEETS 15
 DRAWN BY: J.L.L.
 CHECKED BY: J.P.O./J.S.
 PRICE: \$177



The CrossRoads
 at Salisbury
 OVERALL AREA SURVEY

NOTICE
 A Distribution Aboard the Community at the CrossRoads of Maryland's Eastern Shore

PROJECT INFORMATION
 PROJECT NO. 101
 SHEET NO. 15
 DATE: 09/29/07
 DRAWN BY: J.L.L.
 CHECKED BY: J.P.O./J.S.



ATTACHMENT A

ANNEXATION AREA LOCATION SURVEY



The CrossRoads at Salisbury
OVERALL AREA SURVEY

- A Distinction Award Use Continuity at the CrossRoads of Maryland's Eastern Shore

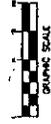
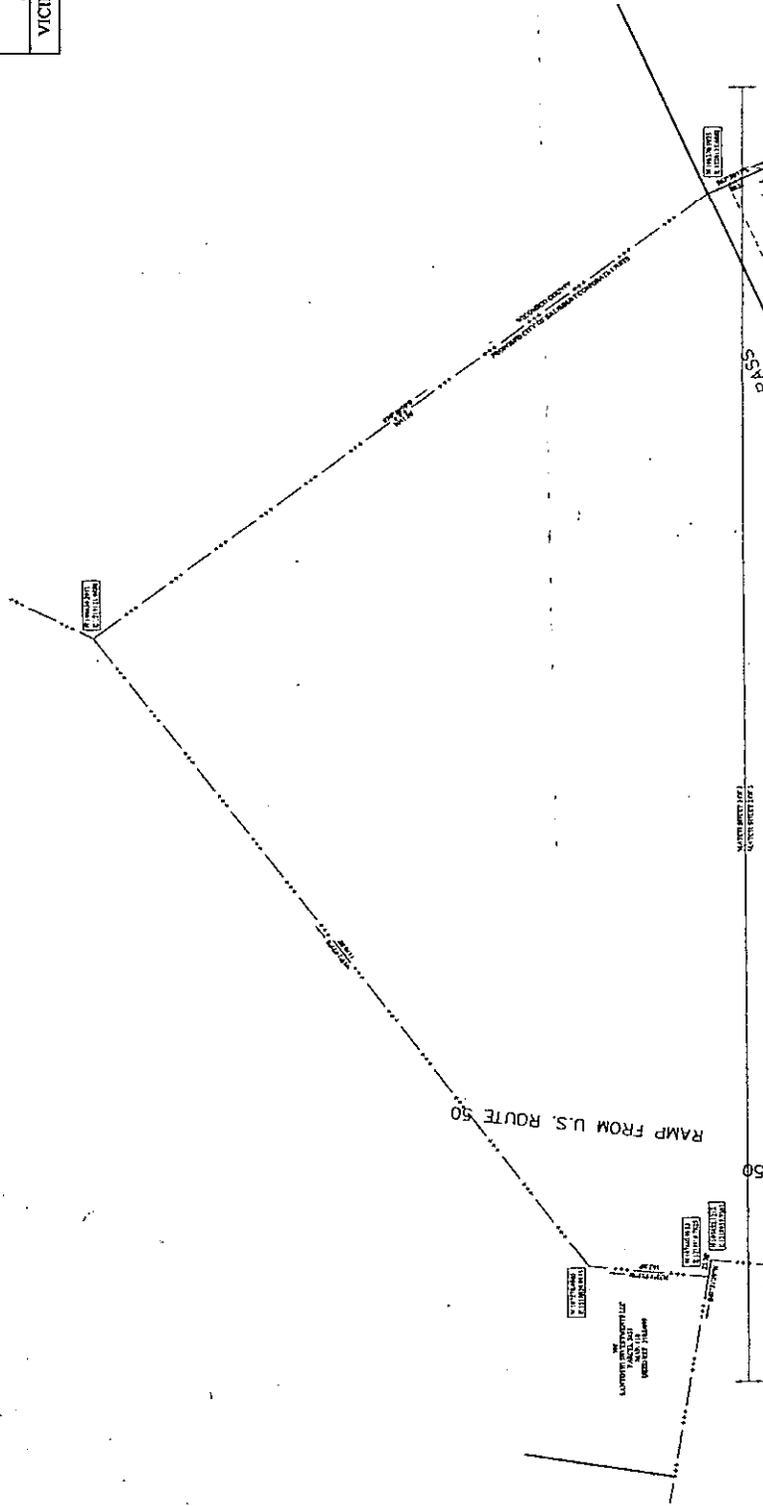
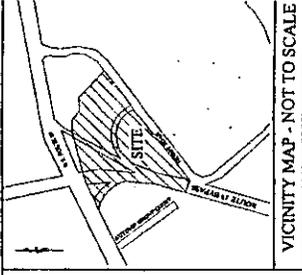
NOTI

DATE: _____
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 TOTAL SHEETS: _____
 SCALE: _____
 DRAWN BY: _____
 CHECKED BY: _____

PROJECT NUMBER: **C 102**



OVERALL AREA SURVEY
SCALE: 1" = 80'-0"



NOTE: THIS SURVEY HAS BEEN PREPARED BY PARKER & ASSOCIATES, INC. OF SALISBURY, MARYLAND. IT IS PLACED ON THIS TITLE BLOCK SOLELY FOR CONSISTENCY OF PRESENTATION. IOTT ARCHITECTURE & ENGINEERING, INC. IS NOT REPRESENTING THAT THIS SURVEY IS THEIR WORK PRODUCT AND THEREFORE ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

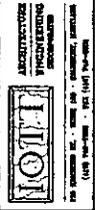
OVERALL AREA SURVEY
SCALE: 1" = 80'-0"

ATTACHMENT A

ANNEXATION AREA LOCATION SURVEY

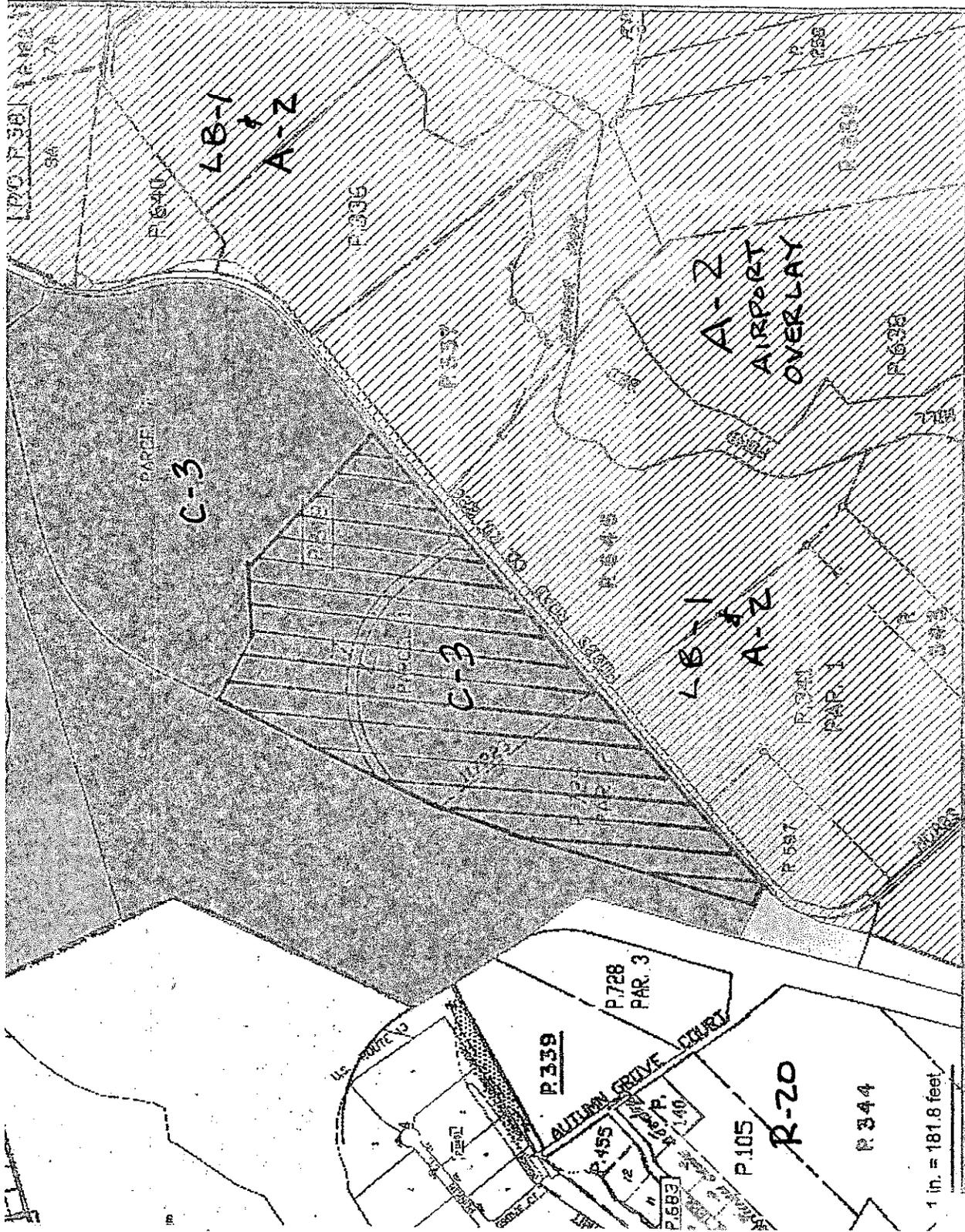
The CrossRoads
at Salisbury
OVERALL AREA SURVEY

A Determination "Altered Use" Community at The CrossRoads of Maryland's Eastern Shore



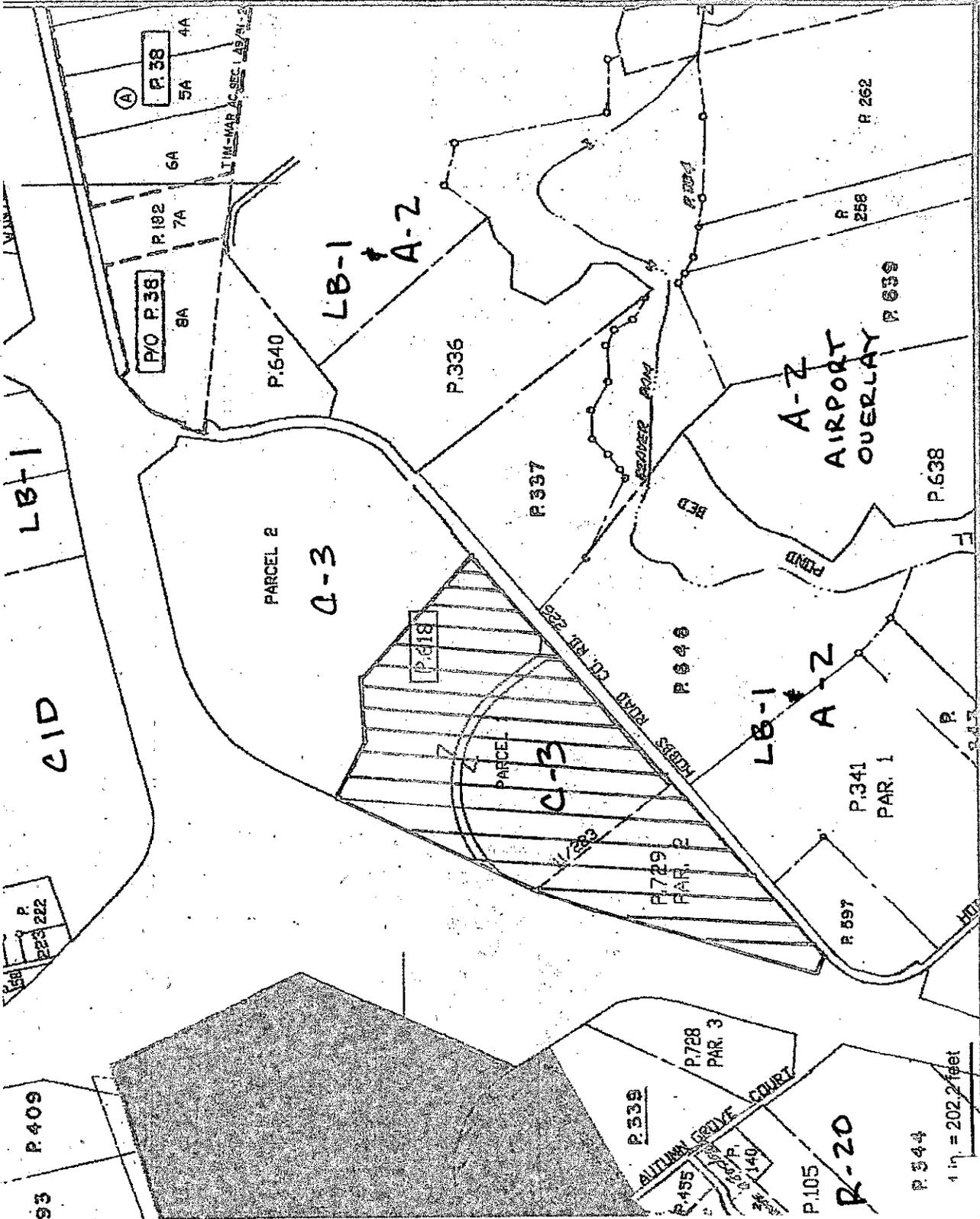
DATE	APRIL 13, 2017	SHEET NUMBER	C 103
DRAWN BY	...	DATE	...
CHECKED BY	...	DATE	...
PROJECT	ANNEXATION AREA SURVEY	DATE	...
SCALE	1" = 80'-0"	DATE	...

- 8000 ft turn radius
- Airport Overlay
- Water
- Historic Districts
- Critical Area
- County Zoning
- Agricultural - Rural
- Airport Business Park
- Conserved Industrial
- Debris
- Fruitland
- General Commercial
- Heavy Industrial
- Hebron
- Light Business & Institutional
- Light Business & Residential
- Light Industrial
- Maricopa Springs
- Paradise
- R - 20 Educational / Cultural
- Regional Commercial
- Residential R-15
- Residential R-20
- Residential R-30
- Residential R-8
- Stucco
- Secret Commercial
- Sharpshorn
- Town Transition
- Village Conservation
- Willards
- County Background
- 1247.018
- 25551.504
- Background



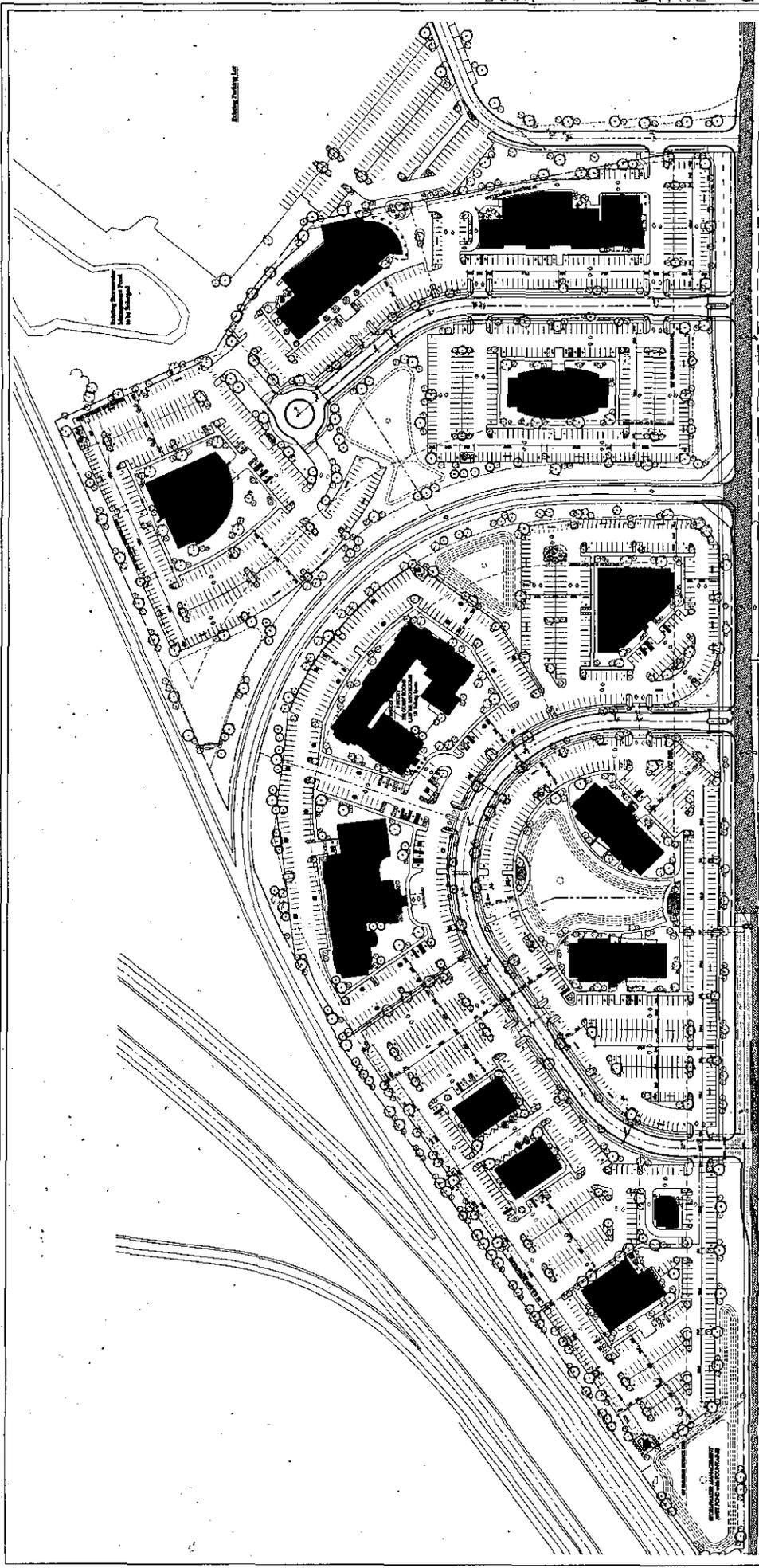
Crossroads Annexation - County zoning

- Camden Historic District
- Downtown Historic District
- Newtown Historic District
- Water
- Salisbury Zoning
- CDD
- College & University
- Commercial
- Conservation
- Hospital
- Industrial
- Industrial Park
- LB1
- Light Industrial
- Neighborhood Business
- OSH
- OSR
- PDD
- PRO
- R-10
- R-10A
- R-5
- R-5A
- R-6
- R-6A
- Regional Commercial
- Retrofit Redevelopment
- Select Commercial



Crossroads annexation - City zoning

1" = 202.2 feet



OVERALL SITE DEVELOPMENT PLAN
 SCALE: 1" = 80' - 0"



The Crossroads at Salisbury
 - A Destination Mixed Use Community at the Crossroads of Maryland's Coastal Shore

OVERALL SITE DEVELOPMENT PLAN

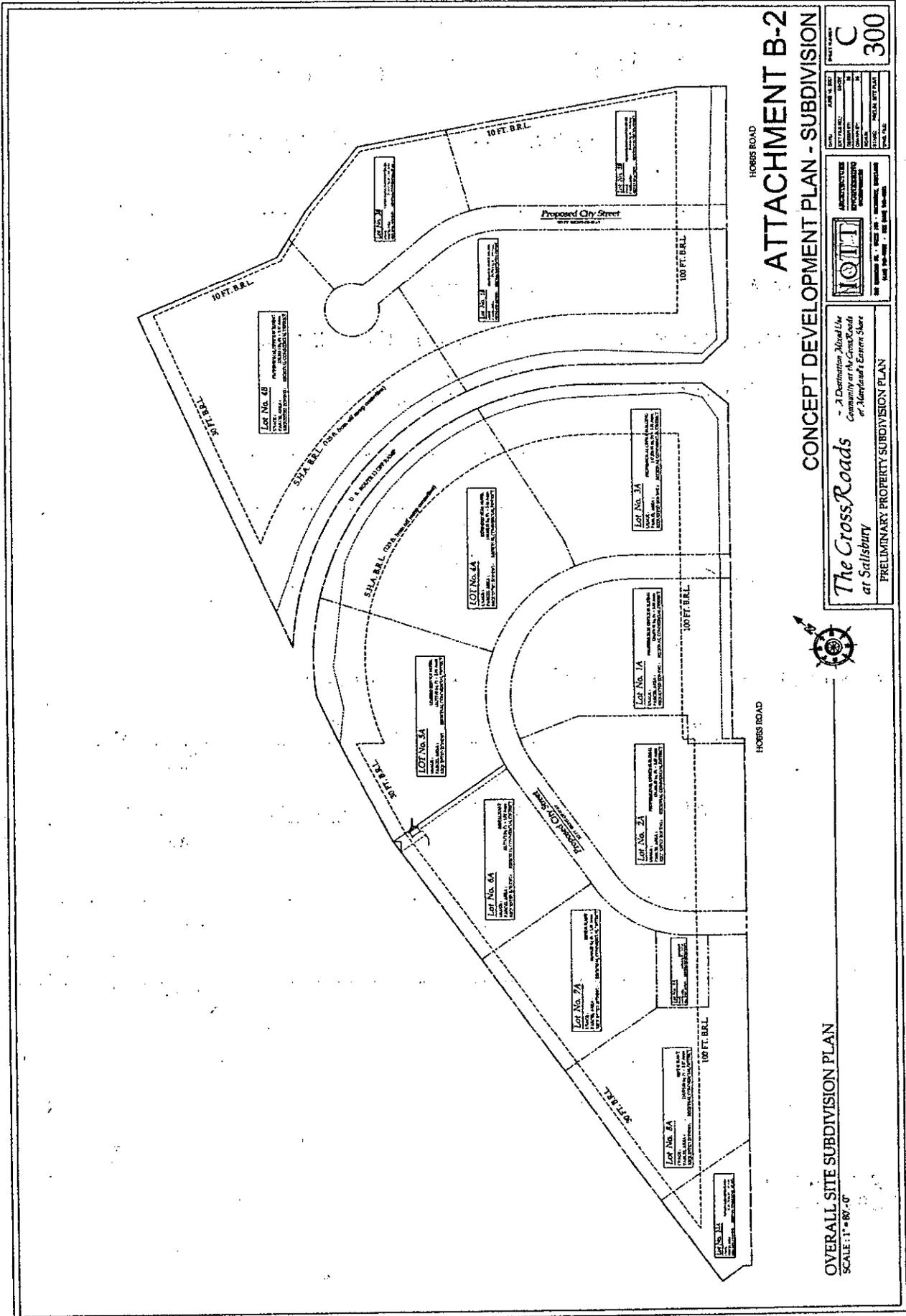
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 ARCHITECTURE
 ENGINEERING
 INTERIORS

SBI
 SOUTHERN BUILDER
 ASSOCIATES, INC.

C200

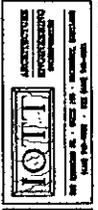
DATE FILE: 08/08/08

ATTACHMENT B-1



ATTACHMENT B-2
CONCEPT DEVELOPMENT PLAN - SUBDIVISION

DATE:	APR 15, 2011
BY:	[Signature]
SCALE:	1" = 80'-0"
PROJECT NO.:	300



The CrossRoads
 at Sallisbury
 PRELIMINARY PROPERTY SUBDIVISION PLAN

A Destination Alike Use Community at the CrossRoads of Maryland's Eastern Shore



OVERALL SITE SUBDIVISION PLAN
 SCALE: 1" = 80'-0"

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) # 729

Map # 39

SIGNATURE(S) FOR HUBBS ROAD DEVELOPMENT LLC

[Signature], MEMBER

11.14.06
Date

[Signature], MEMBER

11/14/06
Date

Date

Date

CITY OF SALISBURY

PETITION FOR ANNEXATION

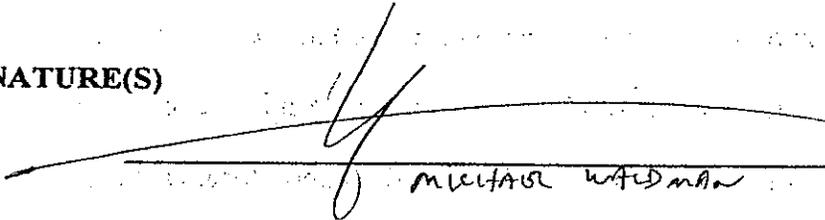
To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 618

Map # 39

SIGNATURE(S)


MICHAEL WATDMAN

8/28/07
Date

Date

Date

Date

City of Salisbury



JOHN F. JACOBS III, P.E.
DIRECTOR

NEWELL W. MESSICK III, P.E.
DEPUTY DIRECTOR

MARYLAND
DEPARTMENT OF PUBLIC WORKS

GOVERNMENT OFFICE BLDG.
125 N. DIVISION STREET
SALISBURY, MARYLAND 21801-4940
Tel.: (410) 548-3170
Fax: (410) 548-3107

CERTIFICATION

HOBBS ROAD - IOTT 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.

W. Clay Hall
Surveyor

Date: 8/28/07

Hobbs Road Certif..ann

City
Resolution
+
Ordinance
Records

Received for Record DEC 11 2007 and
recorded in the Wicomico
County, Maryland in Liber M.S.B.
No. 3 Folios 674-698
Mad A. Brown Clerk

~~DRAFT~~ *JP*

ANNEXATION AGREEMENT

Hobbs Road Annexation

THIS AGREEMENT is made this 17th day of OCTOBER, 2007 by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, "the City"), and Hobbs Road Development, LLC (hereinafter, "the Developer") with its principal place of business at 1229 Mt. Hermon Rd, Salisbury, MD. 21804

RECITALS

WHEREAS, the Developer is the record owner of certain real property located in Wicomico County, Maryland, (hereinafter, "the Property"), and more particularly described in Attachment A attached hereto and made a part hereof; and

WHEREAS, the Developer desires to construct upon the Property a combination of condominium office buildings, retail buildings with cultural/civic space, restaurants and coffee shops, and two hotels with conference/meeting space; and

WHEREAS, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including municipal water and wastewater service, that the Developer desires to obtain for the Property; and

WHEREAS, the Developer desires that the City annex the Property and the City desires to annex the Property, provided that certain conditions are satisfied; and

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the Developer and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

M Send to:
Hickory Environmental Consulting
212 East Main St.
Suite 219
Salisbury, MD

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

A. The City supports the Developer's general plan of development for the Property as set forth in the Concept Development Plan attached hereto as Attachments B-1 and B-2.

B. The City represents that it favors the development of the Property as represented and depicted in the Concept Development Plan, and will support the development as represented and depicted on the foregoing Concept Development Plan.

C. The City guarantees, covenants and warrants that it will not set any policy, position, or course of action which is specifically and solely detrimental to the development of the property or that is inconsistent with the Concept Development Plan and other applicable regulations and standards.

D. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Developer's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

E. The City acknowledges that the Developer has been induced to enter into this Agreement in part upon the City's representations that the City has and will have adequate capacity in its water and wastewater treatment facilities to provide service to the development contemplated by this Agreement upon the Property.

2. WARRANTIES AND REPRESENTATIONS OF THE DEVELOPER:

A. This Agreement constitutes the formal written consent to annexation by the Developer as required by Article 23A, Section 19(b). The Developer acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Developer further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Developer warrants and represents that it has full authority to sign this Agreement and that it is in fact the sole owner(s) of the real property encompassed in the Property and more particularly described in Attachment A, and that there is no action pending against it involving it that would in any way affect its right and authority to execute this Agreement.

C. The Developer warrants and represents that it has the full power and authority to sign this Agreement and Consent and is, in fact, collectively the sole owner of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the Property.

3. **APPLICATION OF CITY CODE AND CHARTER**

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property except as otherwise specifically provided herein.

4. **MUNICIPAL SERVICES**

Upon the effective date of the Annexation Resolution implementing this Agreement, the City will provide all applicable municipal services to the Property to the extent that the necessary public facilities exist to provide such services.

5. **CITY BOUNDARY MARKERS**

The Developer will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within 90 days of expiration of the 45-day referendum period.

6. **DEVELOPMENT CONSIDERATIONS:**

A. **Costs and Fees:** The Developer agrees that it will pay the costs of annexation to the City, including but not limited to the City's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the City's sole judgment, to the annexation.

B. The Developer and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the Concept Development Plan shown as Attachments B-1 and B-2.

C. Contribution to Area Improvement: The Developer and City agree that where area-wide needs are present or reasonably foreseen, an annexation should help meet those needs. The Developer therefore agrees to the payment of a development assessment to the City in the total amount of \$205,318; payment of which is understood by the parties to be intended for use by the City in its sole discretion for the betterment of the general area surrounding the Property. This development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County, and any assessments that may be required to be paid under paragraph D of this section. The total amount required by this paragraph shall be payable by the Developer to the City in the increments shown below within seven days of the transfer of ownership of each lot which will be created through subdivision of the Property. Where development of a lot proceeds without transfer of ownership, the Developer shall have paid the fee prior to obtaining a building permit. The lots listed below are shown on the Concept Development Plan, Attachment B-2.

Schedule of Contributions to Area Improvement

Phase	Lot	Fee
Phase 1		
	Lot 1A	\$12,092
	Lot 2A	\$8,189
	Lot 3A	\$14,723
	Lot 4A	\$8,991
	Lot 5A	\$7,475
	Lot 6A	\$10,036
	Lot 7A	\$9,566
	Lot 8A	\$12,284
	Lot 9A	\$2,666
	Lot 10A	\$0
Phase 2		
	Lot 1B	\$27,739
	Lot 2Bi	\$8,440
	Lot 2Bii	\$8,880
	Lot 2Biii	\$22,000
	Lot 3B	\$14,113
	Lot 4B	\$38,124
	Total	\$205,318

D. **Payments in Lieu of Impact Fees:** The Developer and City acknowledge that the City is in the process of considering for adoption an impact fee ordinance that would require individual building projects in the City to pay an impact fee upon issuance of a building permit. The Developer and City agree that as a condition of annexation, each building project on the annexation parcel will pay an amount equal to and in lieu of any City impact fee that may be in place at time of building permit approval for the purpose of mitigating the impacts of the project to capital facilities including those that may be specified in the City's impact fee ordinance. This annexation capital assessment will be paid at the time of building permit issuance for each new building on the Property and will be credited on a one-to-one basis against any impact that would otherwise be imposed.

E. **Re-investment in Existing Neighborhoods:** The Developer agrees to pay a development assessment to the City of \$248,000 in the increments shown below prior to the issuance of a building permit. This development assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and which development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County, and any assessments that may be required to be paid under paragraph D of this section. The proposed lots are shown on Attachment B-2.

Schedule of Contributions to Existing Neighborhoods

Phase	Lot	Fee
Phase 1	Lot 1A	\$12,000
	Lot 2A	\$12,000
	Lot 3A	\$20,000
	Lot 4A	\$12,000
	Lot 5A	\$20,000
	Lot 6A	\$12,000
	Lot 7A	\$12,000
	Lot 8A	\$12,000
	Lot 9A	\$6,000
	Lot 10A	\$0
Phase 2	Lot 1B	\$20,000
	Lot 2Bi	\$20,000
	Lot 2Bii	\$20,000
	Lot 2Biii	\$20,000
	Lot 3B	\$20,000
	Lot 4B	\$30,000
	Total	\$248,000

F. Contribution to Housing Affordability-Workforce/Affordable Housing: The Developer agrees to pay a development assessment computed on the basis of gross square footage of new building floor area on the Property. The development assessment is understood by the parties to be intended for use in meeting workforce/affordable housing needs in the City of Salisbury and/or promoting the implementation of a workforce housing program which the City may initiate. The Developer agrees to contribute the funds for each lot (shown on Attachment B-2) prior to the issuance of building permits for each lot, according to the schedule below, to one or more independent non-profit agencies whose mission includes serving the affordable housing needs of City residents. The City Administrator shall provide a list of such agencies to the Developer and the Developer shall provide proof of such payments being made to the City Administrator. Should the City establish a program to promote workforce housing, any unpaid assessments, shall, at the sole discretion of the City, become payable to the City.

Schedule of Per Square Foot Assessments: Affordable Housing

Phase	Lot	Fee/Gross Sq.Ft.
Phase 1		
	Lot 1A	\$0.20
	Lot 2A	\$0.20
	Lot 3A	\$0.20
	Lot 4A	\$0.15
	Lot 5A	\$0.15
	Lot 6A	\$0.30
	Lot 7A	\$0.30
	Lot 8A	\$0.30
	Lot 9A	\$0.30
	Lot 10A	\$0.00
Phase 2		
	Lot 1B	\$0.20
	Lot 2Bi	\$0.30
	Lot 2Bii	\$0.30
	Lot 2Biii	\$0.25
	Lot 3B	\$0.25
	Lot 4B	\$0.20

G. The City and Developer acknowledge that the Concept Development Plan for the Property calls for the development of a building for cultural or institutional purposes on Lot 3B, of approximately 7,200 gross square feet of floor area. The Developer agrees that should this component of Lot 3B instead be developed as a commercial use, the square footage of the use will be added to the total for Lot 3B and be assessed at a rate of \$0.25 per gross square foot of floor area and the Developer shall pay this added assessment as provided for in Paragraph F above.

H. Escalation of Development Assessments: The per-lot and per gross square footage assessments set forth in paragraphs C, E, and F are subject to adjustment to reflect inflation. As provided in paragraphs C, E, and F, the assessments are organized into two phases according to the general development phasing anticipated by the Developer. Beginning October 1, 2012 the per-lot or per square footage assessment shall be adjusted for inflation and this adjustment shall take place annually thereafter on the first day of October, for any Phase 1 assessment that remains unpaid. The assessment shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics. The same escalation methodology shall be applied to any Phase 2 assessment not paid as of October 1, 2017.

I. Community / Environmental Design: The City and Developer agree that the Developer will be eligible upon written request to the City Administrator to forgo payment of \$110,000 in required per lot assessments under paragraph E above if within one year of obtaining a certificate of occupancy for the office building proposed for Lot 1B or Lot 4B (as shown on Attachment B), Developer has obtained "LEED Silver Certification for New Construction" for at least one of those buildings. LEED for New Construction and Major Renovations is a green building rating system that was designed by the U.S. Green Building Council (USGBC) to guide and distinguish high-performance commercial and institutional projects, with a focus on office buildings. Proof of certification shall be provided to the City Administrator within one year of the City's issuance of a certificate of occupancy. The City and Developer agree that the Property should be planned and designed as a model of thoughtful planning and energy efficiency. The City encourages the Developer to strive to obtain LEED certification for as many buildings as possible on the Property and the Developer agrees specifically to the following:

- Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. The streetlights shall also be selected for highest efficiency but recognizing that they will ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury DPW.
- The stormwater management system will be designed with an emphasis on stormwater infiltration, bio-retention and open channel conveyance, with as little conventional piped conveyance as possible. Using this approach, the requirements for groundwater recharge and stormwater pretreatment will be satisfied in an environmentally friendly and aesthetically pleasing manner. This will allow the stormwater management ponds to be "wet ponds" that will become habitat for plants, birds, and fish as well as be attractive design elements.
- Roadway and parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
- The multi-story buildings shall be constructed using cast-in-place concrete structural systems. The Developer agrees that the concrete will be manufactured at a state of the art concrete plant located eight miles from the project site. As a result, shipping and transportation requirements for major building elements will be significantly reduced when compared to alternative building systems such as steel frame or pre-cast concrete.

- The HVAC systems in the buildings shall be high-efficiency units. Air conditioning compressors will be 13 SEER, minimum. Where possible, high-efficiency gas fired units will be used for heating.
- Water-saving plumbing fixtures shall be used in all buildings on the Property. Motion sensor faucets and flush valves shall be used in the office buildings and the restaurants.
- Building finish materials that have high recycled content shall be selected where possible. Low VOC (Volatile Organic Compound) paints and finishes shall be used in the hotels and the office buildings.
- The office buildings will be clad with energy-efficient glass curtain wall. The glass will be selected to provide a balance between day-lighting (to minimized artificial lighting requirements) and energy efficiency.
- Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.

J. The Developer agrees to design and construct improvements to Hobbs Road, south of the Property as may be required by and to the standards of either or both the City and County Departments of Public Works to resolve traffic safety concerns associated with the current alignment of the road and to enter into a Public Works Agreement with the City and/or County to effectuate that improvement. The Developer further agrees to develop the ultimate roadway construction improvements plan and right-of-way for Hobbs Road for approval by the County and City Public Works Departments. The Plan shall provide accommodation for roadway entrances on both sides of Hobbs Road for the entire length of the development frontage and construct all improvements along the Hobbs Road property frontage.

K. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

8. RECORD PLAT:

The Developer will provide the City with a copy of the final record plat for the development of the Property.

9. **MISCELLANEOUS:**

A. The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by the Mayor and City Council of the City of Salisbury and shall be void in the event the City fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

D. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the City pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Developer without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Developer

will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Developer shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

John Pick, City Administrator

IF TO THE CITY: 125 North Division Street, Salisbury, MD 21801
 Paul Wilber, City Attorney

WITH A COPY TO: 1165 Broad St. P.O. Box 910, Salisbury, MD 21803
 Hobbs Rd development LLC

IF TO THE DEVELOPER: c/o Southern Builders Inc.
 P.O. Box 3692 Salisbury, MD 21802-3692

WITH A COPY TO: Hobbs Rd. development LLC
 c/o Southern Builders Inc.
 P.O. Box 3692, Salisbury, MD 21802-3692

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS:

Stephan J. Colegrove

THE CITY OF Salisbury, MARYLAND

By: Barnett Wilburn

WITNESS/ATTEST:

Vanessa Jones

OWNER:

HOBBS ROAD DEVELOPMENT, LLC

By: [Signature]
DAVID J. HANKINS
MANAGING MEMBER

APPROVED AS TO FORM:

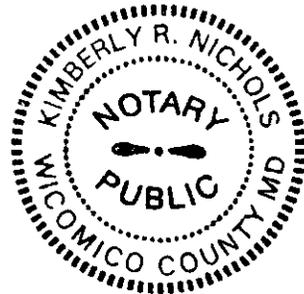
[Signature], City Attorney

STATE OF MARYLAND
COUNTY OF Wicomico, to wit:

I HEREBY CERTIFY, that on this 24th day of October, 2007, before me, a Notary Public in and for the State aforesaid, personally appeared Barrie P. Tilghman, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the City of Salisbury, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

Kimberly R. Nichols (SEAL)
Notary Public

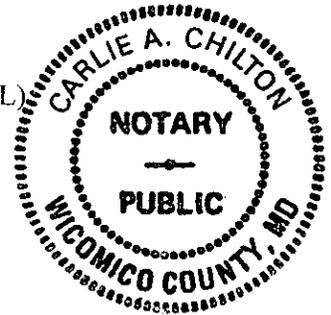


My Commission Expires: 10-18-09

I HEREBY CERTIFY, that on this 17th day of October, 2007, before me, a Notary Public in and for the State aforesaid, personally appeared David Harkins, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be Member of Hobbs Road Development, L.L.C., a corporation of the State of Maryland, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as a Member.

WITNESS my hand and notarial seal.

Carrie A. Chilton (SEAL)
Notary Public



My Commission Expires: 4-24-11

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature], City Attorney

Received for Record NOV 27 2007 and recorded in the Land Records of Wicomico County, Maryland in Liber M.S.B.

No. 2870 Folios 291 - 302

Mark J. Brown Clerk



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

Exhibits:

(1) Petition for Annexation
(2) Property Description & Plat
(3) City Surveyor's Certification
(4) Annexation Plan

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RESOLUTION NO. 3375

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

99 **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the
100 City of Salisbury held on January 13, 2025; having been duly published as required by law in
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 A. English
City Clerk

D'Shawn M. Doughty
Council President

107

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

109

110

111

112 _____
Randolph J. Taylor, Mayor

EXHIBIT 1

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

Signature

Printed

Signature

Printed

Signature

Printed

1-24-24
Date

Date

Date

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

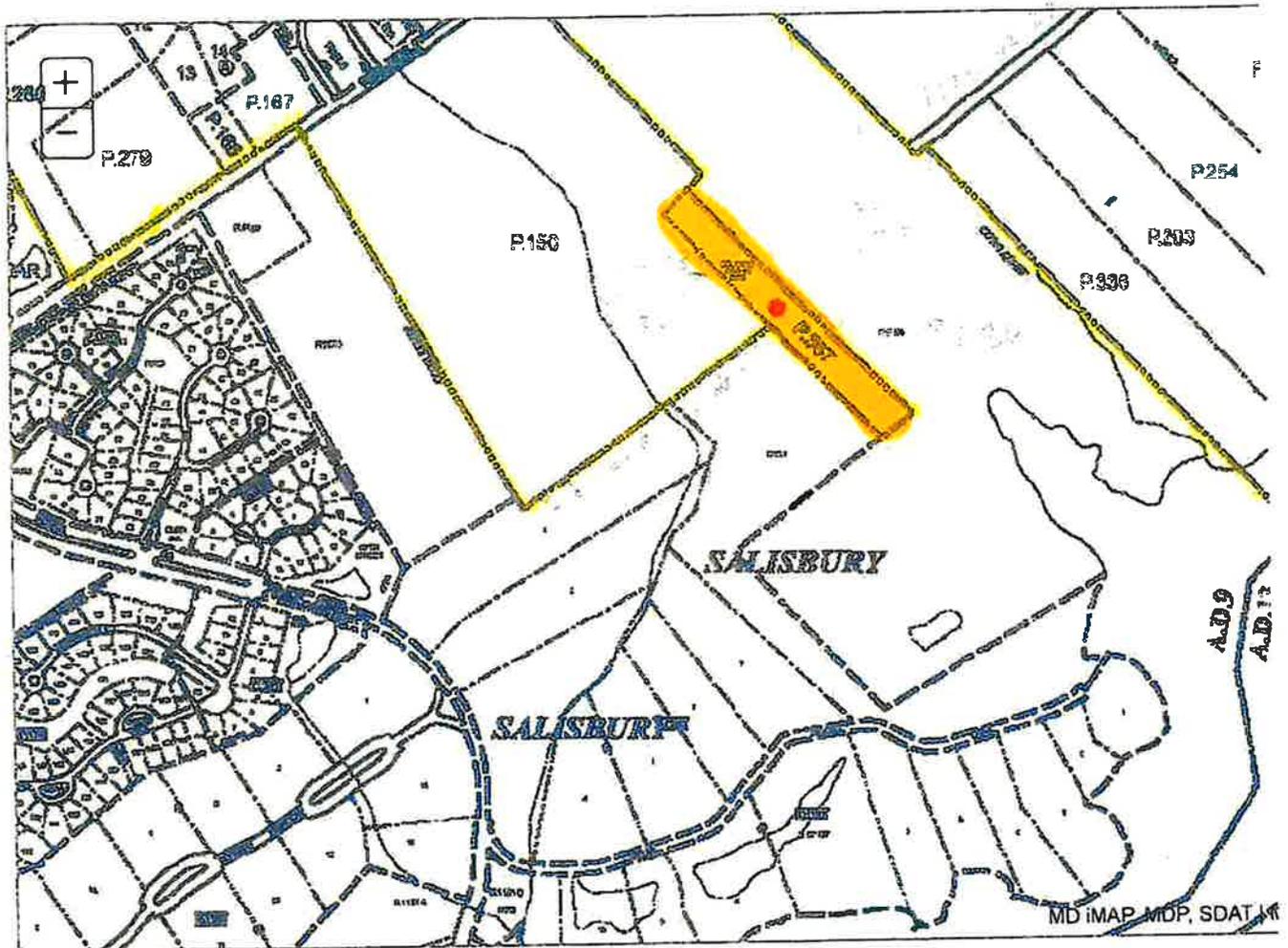
Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Wicomico County

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

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

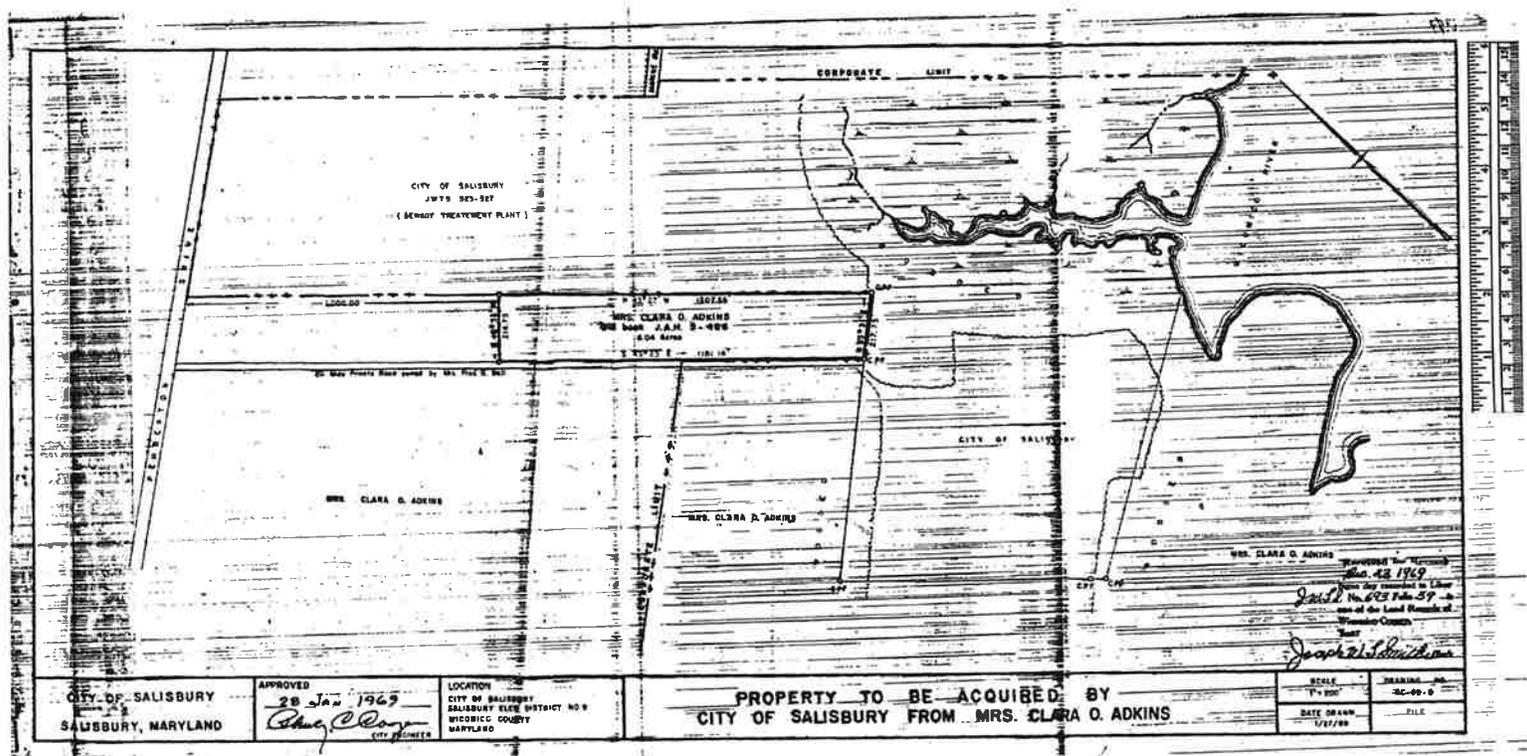


The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

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
SALISBURY, MARYLAND

APPROVED
28 Jan 1969
Chas. C. Ray
CITY ENGINEER

LOCATION
CITY OF SALISBURY
SALISBURY ELEM DISTRICT NO. 9
WICOMICO COUNTY
MARYLAND

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

SCALE 1" = 50'	DRAWING NO. SC-99-B
DATE DRAWN 1/27/69	FILE

MRS. CLARA O. ADKINS
Witnessed for MRS. CLARA O. ADKINS
Jan 22, 1969
Book No. 623 Page 59
one of the Last Records of
Wicomico County
Maryland
Joseph L. Smith

1969 702 44-543

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. [Signature]
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. Trevers whose name is subscribed and whose seal is
hereto 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 Northeasterly 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

187 702 No. 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 6.04 acres of land, more or less, and lying within the dark lines, as shown on the attached Drawing No. 46-89-9, 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 assessments, as set forth in the Petition, is the sum of \$18,120⁰⁰

THAT upon the payment of the said sum 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

WR 702 No. 545

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

William M. Truman (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

948 No. 742 Folio 545

and of the same Record of

Wicomico County.

Test:

Joseph M. ...

Filed Dec. 17, 1969

EXHIBIT 2

OFF MARINE ROAD – CITY OF SALIBURY WWTP

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

Annexation containing 5.962 acres, more or less.

EXHIBIT 3



City of Salisbury

CERTIFICATION

Off MARINE ROAD – CITY OF SALISBURY WWTP 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: 1/3/2025

Off Marine Road – City of Salisbury WWTP – Certification – 01-03-2025.doc

EXHIBIT 4

**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.

1
2
3 **RESOLUTION NO. 3376**

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

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

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

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

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

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

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

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

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

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

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

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

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

79 **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the
80 City of Salisbury held on January 13, 2025; having been duly published as required by law in
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 Julie A. English
86 City Clerk

D'Shawn M. Doughty
Council President

87

88

89 APPROVED BY ME this _____ day of _____, 2025.

90

91

92 _____
93 Randolph J. Taylor, Mayor

EXHIBIT 1

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	Phase-in Assessments		
		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

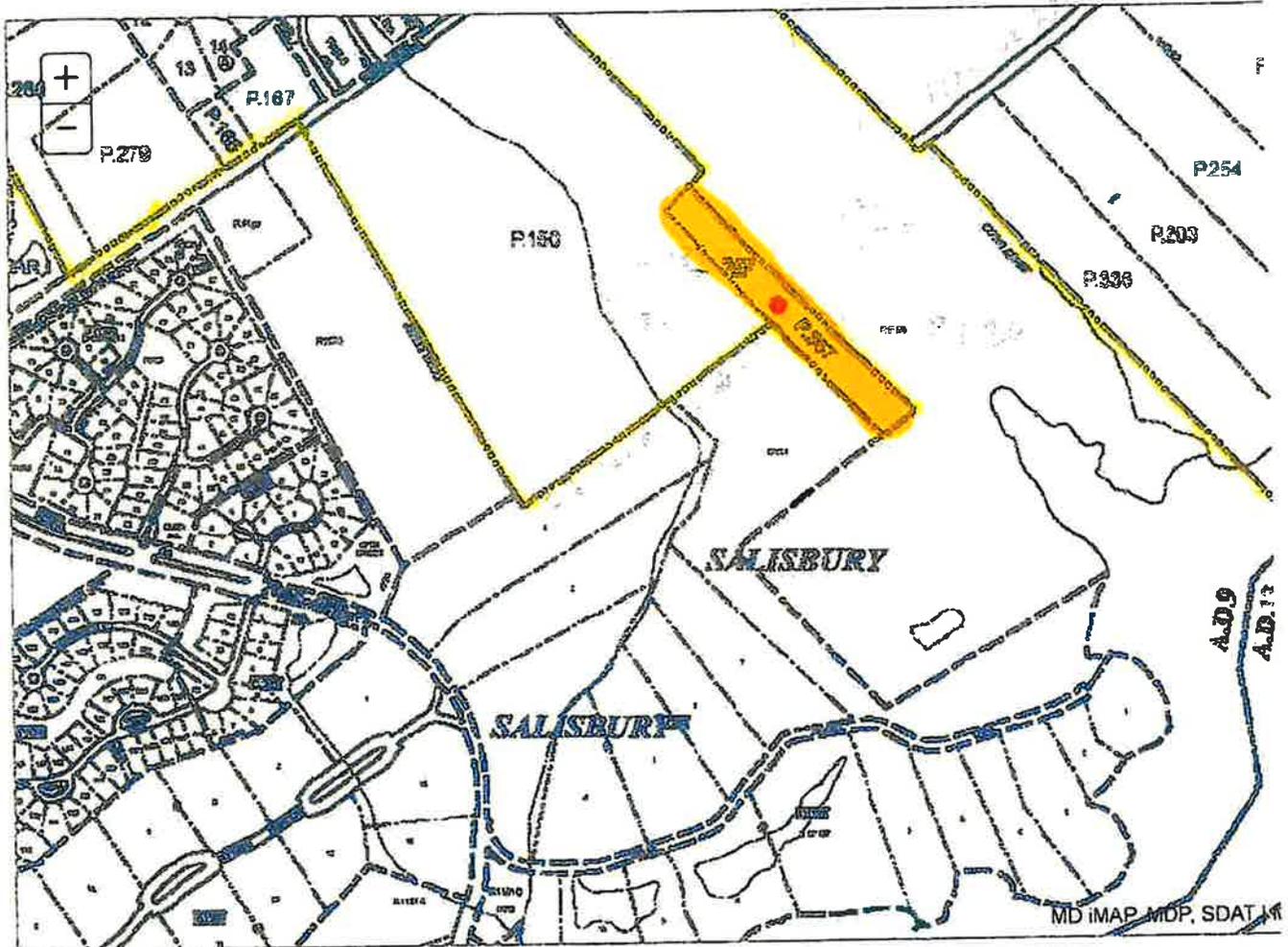
Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

Wicomico County

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

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

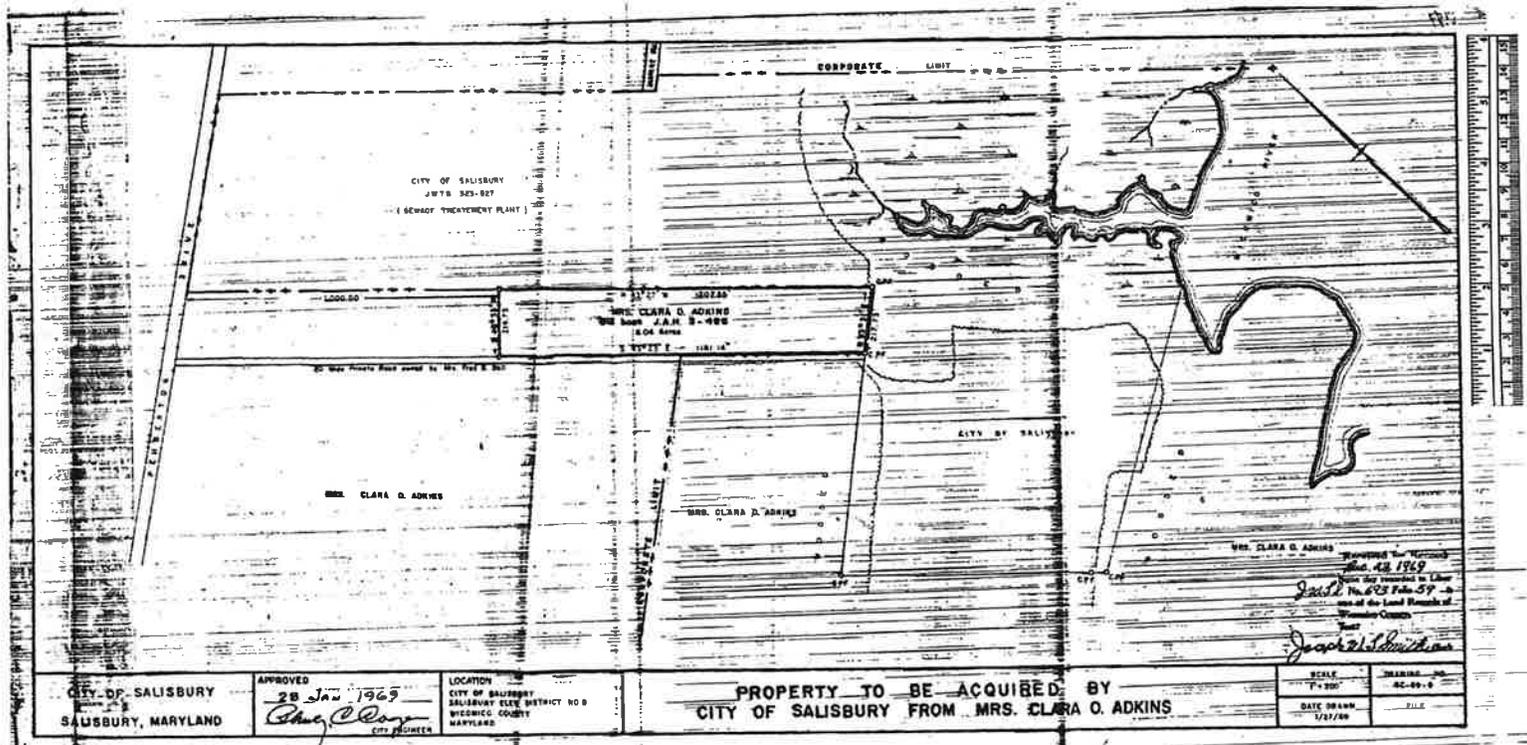


The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

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
J.W.T.S. 323-327
(SEWARD TREATMENT PLANT)

CORPORATE LIMIT

MRS. CLARA O. ADKINS
J.W.T.S. 323-327
8.06 Acres

MRS. CLARA O. ADKINS

MRS. CLARA O. ADKINS

MRS. CLARA O. ADKINS
Approved for Record
Jan 4, 1969
J.W.T.S. No. 623 Plate 59
one of the Land Records of
Frederick County
Maryland
J. Joseph [Signature]

CITY OF SALISBURY
SALISBURY, MARYLAND

APPROVED
28 Jan 1969
[Signature]
CITY ENGINEER

LOCATION
CITY OF SALISBURY
SALISBURY ELEC DISTRICT NO. 3
WICOMEC COUNTY
MARYLAND

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

SCALE 1" = 300'	DRAWING NO. 62-69-6
DATE DRAWN 1/27/69	FILE

702 543

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. 6879 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
hereto 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 Southernly side of but not binding upon Peaberton 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 Northerly 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

702 ne: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 45 degrees 33 minutes West a distance of 214.75 feet to the Northwesterly 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 6.04 acres of land, more or less, and lying within the dark lines, as shown on the attached Drawing No. 46-59-9, 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 entirety, 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

LIBR 702 545

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

William H. Thomas (SEAL)
Judge

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

Received for Record
DEC 23 1969
Same day recorded in L.L. Lee
J.W.T.S. No. 702, Folio 545
and of the Last Records of
Wicomico County.

Test:
Joseph W. S. Howell

Filed Dec. 17, 1969

EXHIBIT 2

OFF MARINE ROAD – CITY OF SALIBURY WWTP

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

Annexation containing 5.962 acres, more or less.

EXHIBIT 3

**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 about 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.

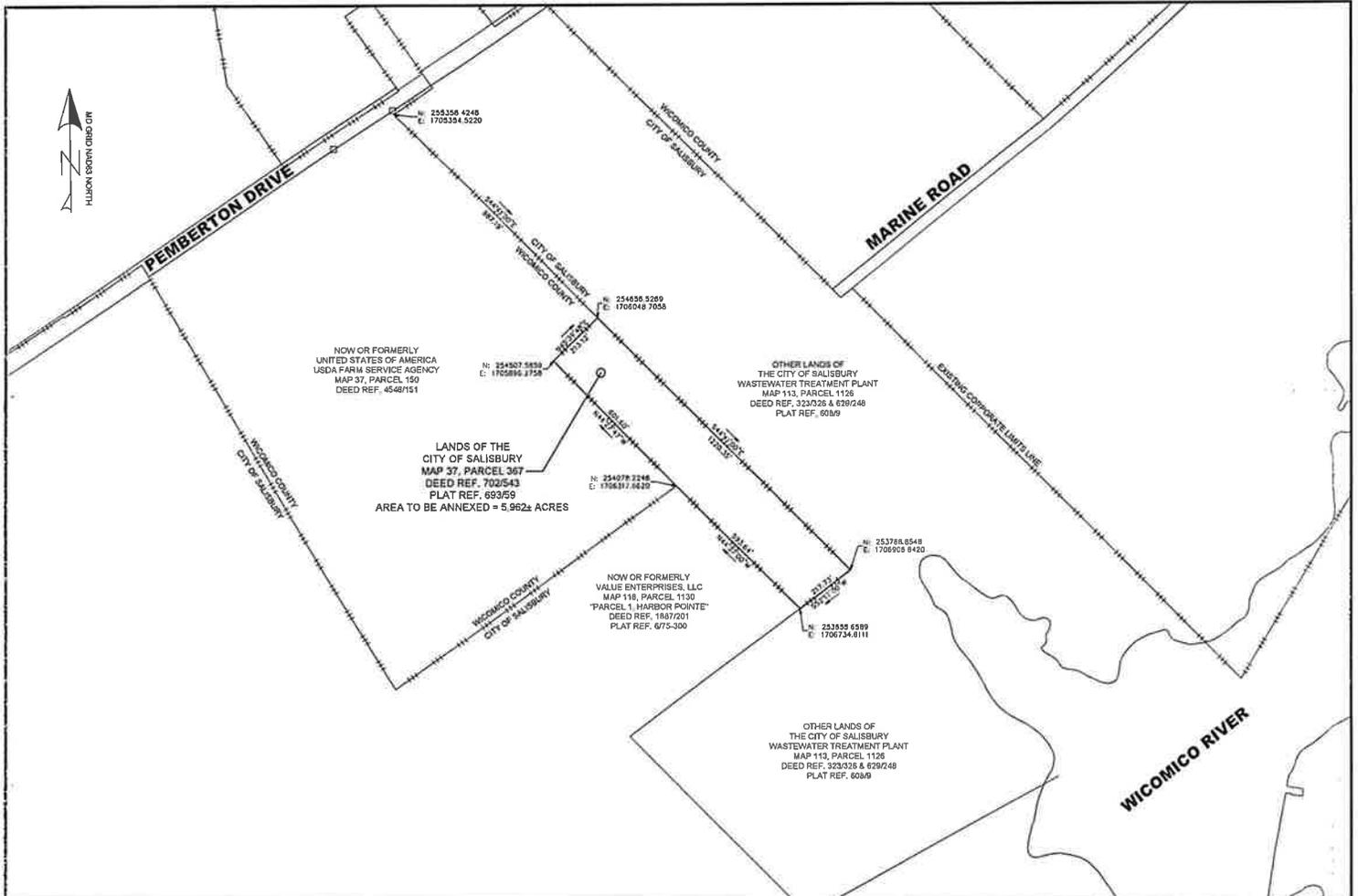
3.7. Stormwater Management. Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

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.

EXHIBIT 1



	CITY OF SALISBURY DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT	ANNEXATION PLAT CITY OF SALISBURY WASTEWATER TREATMENT PLANT	DRAWING NO. DCAs***	APPROVED City of Salisbury Dept. of Infrastructure & Development Nicholas Vitvut, Director
			DATE: 12/20/2024*	
			SCALE: 1" = 200' SHEET: Annexation REVISED:	Date:

EXHIBIT 2

OFF MARINE ROAD – CITY OF SALIBURY WWTP

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

Annexation containing 5.962 acres, more or less.



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

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 27 day of January,
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
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66 **Randolph J. Taylor, Mayor**
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City of Salisbury

Memo

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

The Fire Department is requesting the approval of an ordinance to accept grant funds that were recently awarded from the Maryland Institute for Emergency Medical Services Systems to the Salisbury Fire Department in the amount of \$4,000 for the purchase of Automated External Defibrillators (AED's). This grant will help offset some of the costs of the required replacement of the department's AED's. This is a matching grant and the department will use existing budgeted funds to match the grant amount. The acceptance of the grant is time sensitive and I am asking that this be placed on the January 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. 2911

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.

- a) The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:
 - 1) Increase the Maryland Institute for Emergency Medical Services Systems (MIEMSS) Revenue Account (10500-424401-XXXXX) by \$4000.00.
 - 2) Increase Grant Match Revenue Account (10500-499000-XXXXX) by \$4,000.00.
 - 3) Increase SFD Medical Equipment Expense Account (10500-546016-XXXXX) by \$8,000.00.

- b) The City of Salisbury's General Fund Budget be and hereby is amended as follows:
 - 1) Increase Grant Match – Fire Expense Account (91001-599124) by \$4,000.00.
 - 2) Decrease SFD Medical Equipment Expense Account (23045-546016) by \$4,000.00.

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

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

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

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

59 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
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61 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
62 Salisbury held on the 13 day of January, 2025 and thereafter, a statement of the substance of the Ordinance
63 having been published as required by law, in the meantime, was finally passed by the Council of the City of
64 Salisbury on the 27 day of January, 2025.

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66 **ATTEST:**

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

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

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74 Approved by me, this _____ day of _____, 2025.
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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 cursive script that reads "Emily Keller". The signature is written in black ink and is positioned to the left of the typed name.

Emily Keller, Special Secretary of Overdose Response

Volume 1- Project Narrative Summary

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

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

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

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

Meeting the Needs of Diverse Populations

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

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

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

SCOPE OF WORK 10-12 pages

Section 3.2.1.1 The Americans with Disabilities Act

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

3.2.2 Opioid Remediation Activities

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

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

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

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

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

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

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

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

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

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

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

Feasibility and sustainability plan

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

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

Non duplication of funds

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

Timeframe for implementation

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

Allowable/unallowable Costs, Indirect Costs and Subgrantees

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

Staffing 3.2.3

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

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

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

Documentation and reporting 3.2.4

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

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

Financial Proposal Form

Submitted by:

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

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

Company Name: Salisbury Fire Department

Company Address: 325 Cypress Street, Salisbury, Maryland 21801

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

FEIN: 52-6000806

EMMA# SUP1054591

Telephone: 410-548-3120

EMAIL: dhippin@salisbury.md

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			(6) TOTAL OTHER FUNDING (COL 4 + COL 5)	(7) TOTAL PROGRAM BUDGET (COL 3 + COL 6 + COL 11)
			LOCAL FUNDING	ALL OTHER FUNDING	TOTAL OTHER FUNDING		
0111	Salaries	492,000			0	492,000	
0121	FICA	0			0	0	
0131	Retirement				0	0	
0139	Def Compensation				0	0	
0141	Health Insurance				0	0	
0142	Retiree Health Insurance				0	0	
0161	Unemployment Insurance				0	0	
0162	Workmen's Compensation				0	0	
0171	Overtime Earnings				0	0	
0181	Additional Assistance				0	0	
0182	Adjustments				0	0	
0201	Consultants				0	0	
0280	Special Payments Payroll				0	0	
0291	FICA				0	0	
0292	Unemployment Insurance				0	0	
0299	Contractual Ser-Salaries & Fringe				0	0	
0301	Postage				0	0	
0304	Cellular Telephone				0	0	
0405	In-state Travel	0			0	0	
0409	Out-of-State Travel				0	0	
0415	Training				0	0	
0420	Stipend/Tuition				0	0	
0604	Electricity				0	0	
0613	Water				0	0	
0615	Utilities - Combined				0	0	
0701	Gas and Oil				0	0	
0703	Insurance & Title				0	0	
0705	Vehicle Maintenance & Repair				0	0	
0801	Advertising				0	0	
0803	Client Transportation				0	0	
0812	Personnel Investigations				0	0	
0816	Language				0	0	
0833	Repair & Maintenance				0	0	
0834	Photocopy Rental				0	0	
0835	Equipment Service				0	0	
0838	Software	10,000			0	10,000	

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

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ORDINANCE NO. 2912

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

60 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
61 Salisbury held on the 13 day of January, 2025 and thereafter, a statement of the substance of the Ordinance
62 having been published as required by law, in the meantime, was finally passed by the Council of the City of
63 Salisbury on the 27 day of January, 2025.

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65 **ATTEST:**

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

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

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78 **Randolph J. Taylor, Mayor**

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City of Salisbury

Memo

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

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

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

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

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



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

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

Grantee Name: Salisbury Fire Department SWIFT

Address: 325 Cypress Street
Salisbury, MD 21801

Federal ID Number: 52-6000806



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 RMPIF grant award, along with matching funds, will be expended to support the purchase of an i-STAT handheld blood analyzer and training for the Medical Director and Team to use the device.

**FY 2025 Rural Maryland Prosperity Investment Fund
Grant Agreement**

Exhibit 2: Request for Disbursement

Type: Disbursement

Company/Grantee Name: Salisbury Fire Department SWIFT

Federal Tax I.D.#: 52-6000806

Send Check To: David Phippin
SWIFT Coordinator-Paramedic
Salisbury Fire Department SWIFT
325 Cypress Street
Salisbury, MD 21801

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. 2913

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE RURAL MARYLAND COUNCIL FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$13,791, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE SALISBURY FIRE DEPARTMENT.

WHEREAS, the Rural Maryland Council has a Prosperity Investment Fund that awards grant funds for various projects to rural communities; and

WHEREAS, the City of Salisbury submitted a grant application to the Rural Maryland Council for funding for the purchase of an i-STAT portable laboratory device; and

WHEREAS, Rural Maryland Council has awarded the City funds in the amount of \$13,791.00; and

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

WHEREAS, all funds shall be used to purchase an i-STAT portable laboratory device to be used by the Salisbury Fire Department for patients meeting specific criteria; and

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

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

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

Section 1. Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the Maryland Department of Health, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$13,791.00.

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

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

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

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

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

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

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

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

49 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
50

51 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
52 Salisbury held on the 13 day of January, 2025 and thereafter, a statement of the substance of the Ordinance
53 having been published as required by law, in the meantime, was finally passed by the Council of the City of
54 Salisbury on the 27 day of January, 2025.

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56 **ATTEST:**

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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 **Randolph J. Taylor, Mayor**

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City of Salisbury

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

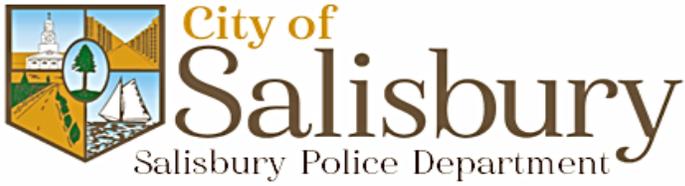
Council,

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



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,

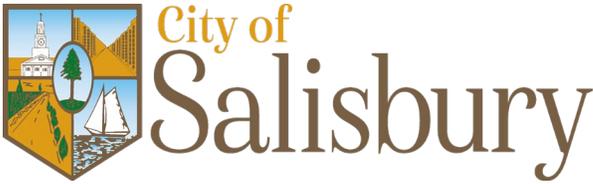
Chief David Meienschein #0165

Sgt. Scott M. Elliott #1130



699 W. Salisbury Parkway
Salisbury, MD 21801
410-548-3165
www.salisburypd.com





**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:

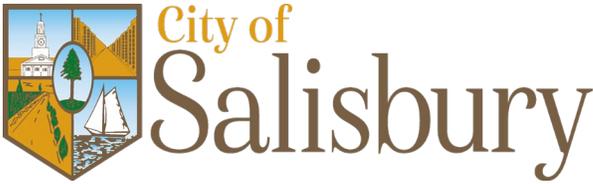
ATTEST:

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: _____

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	

ORDINANCE NO. 2915

AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS IN THE AMOUNT OF \$2,998.00 UNDER THE FFY 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, the U.S. Department of Justice Office of Justice Programs awarded the Salisbury Police Department \$28,148.00, under the FFY 2023 Edward Byrne Memorial Justice Assistance Grant Program; and

WHEREAS, the Salisbury Police Department already included \$25,150.00 of such funds on the City's FY 2024 Schedule C; and

WHEREAS, the remaining \$2,998.00 was not included on the City's FY 2024 Schedule C and therefore has not been formally accepted; and

WHEREAS, the collective amount of the funds will be used to complete the project approved under the FFY 2023 Edward Byrne Memorial Justice Assistance Grant Program; and

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

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

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

Section 1. The City's Grant Fund Budget shall be and hereby is amended as follows:

- 1) Increase Revenue Account 10500-423101-22076 by \$2,998.00
- 2) Increase the Expense Account 10500-577035-22076 by \$2,998.00

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 13 day of January, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 27 day of January, 2025.

ATTEST:

Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

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

Randolph J. Taylor, Mayor



City of Salisbury

Memorandum

To: Andy Kitztrow, City Administrator

From: Chris O'Barsky, Deputy Chief of Administration

Subject: Safe Station- FY25 Budget Amendment

Date: 12/13/2024

Attached you will find a FY25 Budget Amendment Ordinance from the continued partnership between the Wicomico County Health Department and the City of Salisbury Fire Department. The Wicomico County Health Department has received funding from Mid-Shore Behavioral Health for a Safe Station Program that provides 24-hour services to those seeking treatment and recovery resources. Safe Station is an innovative program that helps remove barriers to treatment for members of our community, who are eager to recover from a substance use disorder. Persons seeking treatment for addiction can visit the Recovery Resource Center, day or night, to find assistance gaining access to care. Once they arrive at the Safe Station, a peer from the COAT team will be contacted; as well as an EMS response. The goal of the Safe Station is to help people with linkage to treatment and recovery services, by allowing them to practice self-determination.

The Fire Department has partnered with the Health Department and agreed to provide non-emergent medical checks to all individuals that enter the Safe Station and in return, the Department will invoice the Health Department quarterly for \$2,500.00. The funds from this program will be used to purchase additional medical supplies and equipment.

If you should have any questions or comments, please do not hesitate to contact me.

3. Invoice WiCHD for \$2,500.00 quarterly, addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD". Final invoice must be received no later than 07/15/2025.

Section III: Budget and Billing

Pay Contractor \$2,500.00 quarterly once deliverables are completed and invoice is received.

The Department shall be bound to make expenditures as set forth in the budget unless the WiCHD Agreement Monitor provides express written consent to make modifications to the submitted budget. Or detailed funding payment.

B. Availability of Funding

1. The amount stated in Sec. I D above for this MOU is based on State General or Special Funding levels and any applicable Federal Funds (see Section IV F) available as of the approval date of the MOU. If applicable State, Special or Federal funding is reduced, this MOU may be reduced in scope so that available funding is not exceeded or terminated under either Section III B 2 or IV L. 2.
2. If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period, this MOU shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the WiCHD's rights or the Department's rights under any termination clause in this MOU. The effect of termination of the MOU hereunder will be to discharge both the Department and the WiCHD from future performance of the MOU, but not from their rights and obligations existing at the time of termination. The Department shall be reimbursed for the reasonable value of any non-recurring cost incurred but not amortized in the price of the MOU. The WiCHD shall notify the Department as soon as it has knowledge that funds may not be available for the continuation of this MOU for each succeeding fiscal period beyond the first.

C. Content of Invoices

As a condition of payment, the Department shall submit to the WiCHD Agreement Monitor itemized invoices which state at least the following information:

1. Department name and remittance address.
2. Amount of invoice, including itemized amounts for costs for which payment is requested.
3. Dates or period covered by the invoice for costs incurred or services rendered.
4. Title of project or description of services rendered*.
5. Financial Agency Code**.
6. Program Cost Account (PCA) and Agency Object Codes**.
7. Transaction Code**; and
8. Federal Tax Identification Number.

* Each time the Department submits an invoice to the WiCHD Agreement Monitor it must be supported by one or more Status Reports unless the invoice itself contains sufficient detail to permit the WiCHD Agreement Monitor to conclude that the invoiced amount is appropriate and payment in that amount has been earned under the terms of the MOU. A Status Report is not required when pricing is fixed price and tied to the acceptance of a specific deliverable.

** Only required if an inter-agency transfer credit processed in the Financial Management Information System (FMIS) is the method used to pay the Department, such as public State Universities and Maryland State Agencies.

D. Invoices: Payment Frequency and Required Supporting Documentation

1. Payment shall be made at the payment frequency as set forth below:

- a. Single lump-sum payment upon the WiCHD Agreement Monitor's acceptance of completion of performance as defined in the Scope of Work.
- b. If payment will be made other than as a single lump-sum payment, the payments will be made at the following frequency:
 - Monthly
 - Quarterly
 - Other, described as follows:

2. All payments will be made by the WiCHD upon acceptance by the WiCHD Agreement Monitor of a proper Department invoice and adequate supporting documentation, in electronic or hard copy fashion. Supporting documentation shall be adequate, as determined by the WiCHD Agreement Monitor, to enable verification of amounts billed by the Department. Supporting documentation consists of the following:

a. Documentation of Expenditures Incurred During the Billing Period

1. *Actual salary and fringe benefits costs:* A payroll expenditure report that provides a detailed breakout of actual total salary and fringe benefit costs paid or incurred during the billing period, itemized by individual name and, if feasible, individual's title. Such a payroll expenditure report shall be either certified or attested to by an appropriate Department representative as an accurate and true representation of salary and benefits, as related to each individual, paid during the billing period and charged on invoices submitted to the WiCHD.

2. If applicable, in addition to the foregoing, the Department shall provide documentation as set forth in either (A) or (B) below:

A. *For Salary/Benefits billed based on actual effort performed during billing period:* Documentation of actual hours worked, or actual percentage of total effort spent, during the billing period and related to this MOU. Such documentation shall be either certified or attested to by an appropriate Department representative as an accurate and true representation of each individual's actual hours worked or actual percentage of total effort expended, as related to this MOU, incurred during the billing period and charged on invoices submitted to the WiCHD.

B. *For Salary/Benefits billed as Fixed Percentage of actuals:* Certified effort reports shall be provided that attest to the level of effort expended on services provided as a part of this MOU, for each individual billed under this MOU. Such reports shall be provided semi-annually or more frequently if applicable, for each individual billed.

3. *Consultant/Subcontractor Costs:* Paid consultant/subcontractor invoices for which reimbursement is being requested.

4. *Other Direct Costs:* Itemized detail of travel expenses incurred by individuals or other direct costs (e.g., supplies) billed by the Department and related to this MOU. The

itemized detail of such expenditures may be provided in a report from the Department's general ledger or accounts payable system. If provided in such a manner, such documentation shall be either certified or attested to by an appropriate Department representative as a report from the Department's general ledger or accounts payable system that represents actual expenditures paid, as related to this MOU, incurred during the billing period and charged on invoices submitted to the WiCHD. If such a report is not submitted to fulfill this requirement, the Department must submit individual expense vouchers, copies of related invoices paid or other receipts for any individual costs exceeding \$500.

5. *Additional Requested Documentation:* If the WiCHD has concerns regarding an amount billed on an invoice, the WiCHD Agreement Monitor may request additional support documentation from the Department such as invoices, travel expense vouchers, or other receipts.

b. Documentation of Deliverables and Services Provided During the Billing Period

- 1.) All deliverables due during the period billed shall be presented to the WiCHD Agreement Monitor upon submission of the invoice, if not previously provided. This includes deliverables due from the Department or its subcontractors for services provided under the MOU, as any acceptance criteria may be identified in the Scope of Work.
- 2.) If for certain tasks, or in general, there are no deliverables due, the WiCHD Agreement Monitor may request additional documentation to confirm delivery of services provided during the billing period.
- 3.) The WiCHD may withhold payment of an invoice until the WiCHD receives and approves all supporting documentation, including any additional documentation requested. WiCHD has 25 days from when all documentation and an accurate invoice is received to provide payment.

E. *Billing Addresses*

Invoices are to be sent to the WiCHD Agreement Monitor identified in Sec. V.

If identified below, a copy (which shall be marked 'copy') shall also be sent to:

Wicomico County Health Dept Attn: Accounts Payable

(Individual Name and Title)

108 East Main Street

(Street and Room Address)

Salisbury, MD 21801

(City, State and Zip Code)

Wicomico.accountspayable@maryland.gov

(e-mail)

Section IV: Mandatory Provisions

A. *Nondiscrimination in Employment*

The Department agrees:

1. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as reasonably to preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test;
2. To include a provision similar to that contained in Subsection 1 above in any underlying subcontract except a subcontract for supplies or raw materials MOU; and
3. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. *Equal Access*

The Department shall provide equal access to public services to individuals with limited English proficiency in compliance with MD. Code Ann., State Department Article, §10-1101 *et seq.*, and Policy Guidance issued by the Office of Civil Rights, WiCHD of Health and Human Services, and MDH Policy 01.02.05.

C. *Subcontracting*

1. Unless otherwise provided in Attachment B (the Budget), the Department may not during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of this MOU without the prior written consent of the WiCHD Agreement Monitor.
2. The Department shall itself perform work at a value of not less than fifty percent (50%) of the total amount agreed upon to be paid by the WiCHD to the Department under the terms of this MOU, including the cost of commodity acquisition. The Department shall assure that all subcontractors shall be bound by the provisions contained in this MOU between the parties.

D. *Data – Ownership and Use*

1. The WiCHD retains all ownership rights associated with data that the WiCHD may provide to the Department. The Department shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party such data, except that the Department may provide such data to its officers, employees and subcontractors required to have such data for fulfillment of the Department's obligations under this MOU. The Department's officers, employees and subcontractors receiving such data shall be advised by the Department of the WiCHD's ownership rights and be bound by the WiCHD's ownership rights.
2. The Department retains all ownership rights associated with data that it created prior to or outside of this MOU.
3. All data created or generated by the Department in the performance of this MOU shall be the sole property of the WiCHD and shall be available to the WiCHD at any time for the WiCHD's use without restriction and without compensation to the Department other than the compensation specifically provided by this MOU.
4. The WiCHD shall have the exclusive right to use, duplicate, disclose and publish any data that may be created or generated by the Department in connection with this MOU. The WiCHD hereby grants to the Department the right to use or duplicate data created or generated by the Department in support of internal, non-commercial analysis and academic or other educational purposes subject to the terms and conditions of Section IV(E)(4).

5. In accordance with Executive Order 01.01.2021.09 there is a State Chief Data Officer. Further, MDH has appointed a Data Officer and established a Data Office, this agreement is classified as a data related agreement and therefore subject to the MDH Data Use Policy 01.06.01.

E. Research Results – Ownership, Licenses to Use, Publication and Commercialization

1. Research Results means all inventions, discoveries, copyrightable works, software, policy recommendations, tangible materials and information that are conceived of, first reduced to practice, collected or created in the performance of this MOU.
2. Ownership – The WiCHD will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by WiCHD employees. Subject to the ownership of the U.S. Department, if applicable, the Department will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by Department employees. The WiCHD and Department will jointly own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored jointly by WiCHD and Department employees.
3. License to use - Each Party agrees to grant and hereby grants to the other Party a nonexclusive, nontransferable, non-assignable, royalty-free right and license to use Research Results in support of internal, non-commercial analysis and academic or other educational purposes.
4. Disclosure or publication - The WiCHD and the Department recognize that Research Results may have merit worthy of disclosure or publication. At the same time, the Parties recognize that they may have competing interests in the publication of proprietary, sensitive or confidential Research Results. The Parties agree that either party may be permitted to propose the disclosure or publication of de-identified Research Results in discussions at public symposia or professional meetings, and to publish same in journals, theses, dissertations or other publications or presentations. The Parties further agree that the Party proposing the disclosure or publication will provide the other Party a copy of any proposed publication or presentation 60 days in advance for review and comment. In the event the Parties are unable to agree to the proposed disclosure or publication, the matter shall be referred to the signatories to this MOU, or their successors or superiors, for resolution.
5. Commercialization - In the case where there is a prospective publicly beneficial commercial use(s) of jointly developed Research Results and a Party or the Parties desires to develop this commercial use, then in such case, WiCHD and Department shall negotiate in good faith reasonable terms and conditions agreeable to both WiCHD and Department to allow the Parties to enter into a commercial licensing agreement.

F. Federal Funding Acknowledgment

1. This MOU **does** or **does not** contain federal funds.

If contained, the source of these federal funds is:

The amount of federal funds allocated for this MOU, is \$ _____
which represents _____ % of all funds budgeted for this MOU as identified in
Section I D.

The Catalog of Federal Domestic Assistance (CFDA) number is

The Federal Award Identification Number (FAIN) is _____

The Data Universal Numbering System (DUNS) Number is _____.

3. There **are** or **are not** programmatic conditions that also apply to this MOU, regardless of the type of funding. If applied, these conditions are also identified in Section VI and provided as attachments.

G. Debarment Affirmation

1. If Federal funds support the activities of this MOU (see paragraph F herein), the Department acknowledges, per the United States Office of Management & Budget's Uniform Guidance section 2 CFR 200.214, Suspension and Debarment, the following obligations of Federal granting agencies regarding debarment and suspension:

"Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive order 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities."

2. The Department also acknowledges and agrees to comply with the requirements of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland.

H. Document Retention and Inspection

The Department shall retain all records and documents relating to this MOU for a period in accordance with any applicable statute of limitations or federal retention requirements. At a minimum, all records and documents related to this MOU shall be retained for a period of five years after the final payment by the WiCHD or expiration of the term of any federal grant identified in Section IV, whichever is longer, and shall make them available for inspection and audit until any audit is completed by authorized representatives of the WiCHD. All records related in any way to the MOU are to be retained for the entire time period. In addition, in the event of an audit, the Department shall provide assistance to the WiCHD, without additional compensation, to identify, investigate and reconcile any audit discrepancies or variances. This provision shall survive expiration or termination of the MOU.

I. Maryland Law

This MOU shall be construed, interpreted and enforced according to the laws of the State of Maryland.

J. Compliance with Laws

The Department represents and warrants that it shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this MOU.

K. Information Technology

The Department agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and WiCHD of Information Technology information security policy currently found at <https://doit.maryland.gov/Documents/Maryland%20IT%20Security%20Manual%20v1.2.pdf> The

Department agrees to notify the WiCHD's Agreement Monitor within twenty-four hours of the discovery of any unauthorized access of any Department system that accesses, processes or stores WiCHD data or works created as a deliverable under this MOU.

L. Termination

1. Termination for Cause

If the Department fails to fulfill its obligations under this MOU properly and on time, or otherwise violates any provision of the MOU, the WiCHD may terminate the MOU by written notice to the Department. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Department shall, at the WiCHD's option, become the WiCHD's property, however, nothing in this section will alter the ownership rights of each party as provided in Section IV(D)&(E). The WiCHD shall pay the Department fair and equitable compensation for satisfactory performance prior to receipt of notice of termination for cause, less the amount of damage caused by the Department's breach. If the damages are more than the compensation payable to the Department, the Department will remain liable after termination and the WiCHD can affirmatively collect damages. This provision may be subject to the limitations set forth by law in the Maryland Tort Claims Act, Maryland Code, State Department Article, Title 12.

2. Termination for Convenience

The performance of work under this MOU may be terminated by the WiCHD in accordance with this clause in whole, or from time to time in part, whenever the WiCHD shall determine that such termination is in the best interest of the WiCHD. The WiCHD will pay all reasonable costs associated with this MOU that the Department has incurred up to the date of termination, and all reasonable costs associated with termination of the MOU. In the event of a Termination for Convenience, the Department shall receive sixty (60) days' advance notice of the termination.

M. Ownership of Property Acquired

The Department shall obtain prior written approval of the WiCHD Agreement Monitor for any purchase of assets with funds paid under this MOU, excluding ordinary office supplies, unless such purchase is described in the Department's Budget. Title to equipment purchased with funds available under this MOU having an acquisition cost of \$500 or more per unit and a useful life of more than one year ("Capital Equipment") shall vest in the WiCHD upon acquisition.

All Capital Equipment purchased with funds from this MOU shall be used primarily for work under this MOU. Prior written approval of the WiCHD Agreement Monitor shall be required for use of the equipment, on a non-interference basis, for other work of the Department. The Department shall use all reasonable effort to care for and maintain the equipment. Upon termination of this MOU, the WiCHD Agreement Monitor shall determine what disposition shall be made of the equipment and shall so notify the Department within thirty (30) days. The Department Agreement Monitor shall report its acquisition of Capital Equipment covered by this MOU to the WiCHD Agreement Monitor annually for MOUs that last three or more years and upon completion of the MOU or the last renewal of this MOU.

N. Modifications to this MOU

Modifications to this MOU must be made only in writing and be signed by the authorized representative of each Party.

Section V: Representatives

The WiCHD Agreement Monitor is the primary point of contact within the WiCHD for matters relating to this MOU. The WiCHD Agreement Monitor shall contact the Department Agreement Monitor immediately if the WiCHD is unable to fulfill any of the requirements of, or has any questions regarding the provisions of the MOU. The Agreement Monitor for the WiCHD shall be:

Kelly McColligan

Name

Supervisor

Title

108 E Main Street Salisbury MD 21801

Business Address

Kelly.mccolligan@maryland.gov 443-835-7119

Business Telephone Number & Email Address

The Department Agreement Monitor is the primary point of contact within the Department for matters relating to this MOU. The Department Agreement Monitor shall contact the WiCHD Agreement Monitor immediately if the Department is unable to fulfill any of the requirements of, or has any questions regarding the provisions of the MOU. The Agreement Monitor for the Department shall be:

Christopher Truitt

Name

EMS Assistant Chief

Title

325 Cypress Street Salisbury MD 21801

Business Address

ctrutt@salisbury.md 410-251-2000

Business Telephone Number & Email Address

Section VI: Schedule of Attachments Incorporated by Reference

Both parties hereby agree that the documents described below are attached to this MOU and hereby incorporated into and made an integral part of this MOU:

Title of Document(s)

Attachment A - Statement of Work (if required)

Attachment B - Detailed Line-Item Budget with Supporting Justification (if required)

Additional Attachments (optional):

NA

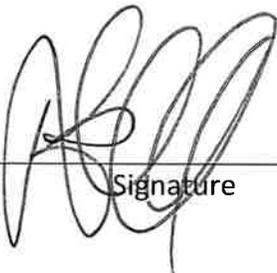
Section VII: Signatures

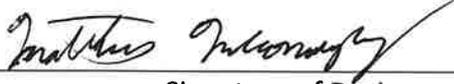
In acknowledgment of the foregoing description of the services and requirements of this MOU, these authorized signatories of the WiCHD and the Department do hereby attest to their acceptance of the terms and conditions of this MOU, entitled

Safe Station EMS Non Emergent services

For the Department

For the WiCHD

BY:  _____
Signature

BY:  _____
Signature of Designee

Mayor of Salisbury
Title (Type or Print)

Health Officer
Title (Type or Print)

 _____
Date of Signing

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Date of Signing

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ORDINANCE NO. 2916

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WICOMICO COUNTY HEALTH DEPARTMENT AND APPROVING A BUDGET AMENDMENT OF THE FY2025 GENERAL FUND BUDGET TO APPROPRIATE FUNDS RECEIVED FROM THE WICOMICO COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF \$10,000.00.

WHEREAS, the funds have been provided by the Wicomico County Health Department (WiCHD), in conjunction with Mid-Shore Behavioral Health, Inc., for a Safe Station Program; and

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

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

WHEREAS, the City of Salisbury Fire Department will provide non-emergent medical checks to all individuals that enter the Safe Station; and

WHEREAS, the City of Salisbury must enter into a grant agreement with WiCHD defining how these funds must be expended; and

WHEREAS, the accepted funds shall be used to purchase additional emergency medical supplies and equipment; and

WHEREAS, both the Fire Chief and the Mayor have recommended that the City accept the monetary donation and allocate the funds to the Fire Department's FY25 Operating Budget; and

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

WHEREAS, appropriations necessary to execute the purpose of this 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 WiCHD to accept grant funds in the amount of \$10,000.00.

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

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

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.



City of Salisbury

To: Andy Kitzrow, City Administrator
From: Nick Voitiuc, Director
Date: January 9, 2025
Re: Rezoning of 413 Snow Hill Road from R-10 Residential to General Commercial

The Department of Infrastructure & Development requests the proposed rezoning of 413 Snow Hill Road be placed on the City Council work session agenda and subsequent legislative agenda scheduled for Monday, January 27, 2025, for their consideration.

The owner of the property referenced above has requested a change of zoning from R10 – Residential to General Commercial.

The property is located on the easterly side of Snow Hill Road, between Park Heights and Sheffield Avenues, and across from Gardner Sign and Caliber Collision. Previously, 419 Snow Hill Road was used as a single-family dwelling until purchased by the current owner. The owner is proposing to expand the restaurant uses at the adjoining properties to the north to 413 Snow Hill Road.

Per section 17.228.020 of the city's Zoning Code, a public hearing was held by the Planning Commission at their December 19, 2024 meeting. Following the public hearing the Planning Commission, by a unanimous vote, provided a **FAVORABLE** recommendation to the City Council for approval of the rezoning based on a mistake with the original zoning of the property. Attached are staff findings provided to the Planning Commission detailing said mistake.

Section 17.228.030 of the Zoning Code states that the City Council shall adopt Findings of Fact based on the criteria listed and may grant reclassification that there was a mistake in the existing zoning classification. The mistake in the existing zoning for these properties is due to an error in the Future Land Use Map of the 2010 Comprehensive Plan.

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

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ORDINANCE NO. 2917

**AN ORDINANCE OF THE CITY OF SALISBURY TO REZONE A PROPERTY
LOCATED AT 413 SNOW HILL ROAD FROM R-10 RESIDENTIAL TO
GENERAL COMMERCIAL.**

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

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

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

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

WHEREAS, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of § 17.228.020 of the Salisbury City Code on December 19, 2024;

WHEREAS, at the conclusion of its December 19, 2024 meeting, the Planning Commission recommended, by a vote of 5-0, that rezoning set forth herein be approved by the Mayor and Council;

WHEREAS, the City Council, after a public hearing did, in a public meeting, adopt findings of fact as required by Chapter 17.228.030A of Title 17, Zoning, of the Salisbury Municipal Code, as to the following matters:

- (a) Population change;
- (b) Availability of public facilities;
- (c) Present and future transportation patterns;
- (d) Compatibility with existing and proposed development for the area;
- (e) The recommendation of the Planning Commission;
- (f) The relationship of such proposed amendment to the jurisdiction’s plan.

WHEREAS, said findings of fact having been duly set forth, shall be found in the minutes of the meeting or meetings at which these matters were discussed;

WHEREAS, the City Council has found that there was mistake in the existing zoning of the property located at 413 Snow Hill Road due to a land use designation error in the City of Salisbury’s 2010 Comprehensive Plan; and

WHEREAS, the Mayor and Council have determined that the amendments to the Salisbury Zoning Map set forth shall be adopted as set forth herein.

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

Section 1. The existing zoning of the property as shown in Exhibit A attached hereto and made part hereof, shall be changed as follows: Reclassification of the R-10 Residential area of 413 Snow Hill Road to General Commercial.

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

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

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

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

55 **Section 5.** This Ordinance shall take effect from and after the date of its final passage but in no event until
56 ten (10) days after the date of the Council’s Public Hearing.
57

58 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury
59 held on the 27 day of January 2025 and thereafter, a statement of the substance of the Ordinance having been
60 published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the
61 _____ day of _____, 2025.

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63 **ATTEST:**

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Julie A. English, City Clerk

D’Shawn M. Doughty, City Council President

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

Randolph J. Taylor, Mayor



**Infrastructure and Development
Planning and Zoning Commission
Staff Report**

Meeting of December 19, 2024

Public Hearing – Rezoning 413 Snow Hill Road

I. CODE REQUIREMENTS:

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission shall hold a Public Hearing on proposed rezoning. The Commission shall forward a recommendation within six (6) months to the City Council. In accordance with the Salisbury Zoning Code the City Council shall also hold a public hearing before granting final approval.

Public notice was provided in accordance with the requirements of 17.04.150. **(Attachment 1)**

II. PROPERTY INFORMATION:

Owner: SMMR Inc
Address: 413 Snow Hill Road
Tax Map: 0112 Grid: 0009 Parcel: 1820
Zoning: R-10 Residential

III. REQUEST:

To rezone 413 Snow Hill Road from R-10 Residential to General Commercial. **(Attachment 2)**

IV. DISCUSSION:

The Backstreet Grill property, which extends from 401 Snow Hill Road to 409 Snow Hill Road, was previously split zoning with General Commercial and R-10 Residential zoning. The property is improved with the restaurant, outdoor seating area, and parking. In early 2023, the City Council rezoned the lots to General Commercial.



City of Salisbury

The adjoining property at 413 Snow Hill Road was recently purchased by the owners of Backstreet Grill. The property is currently improved with an existing single-family dwelling that the owners intends to convert to a commercial use. Outdoor seating for the existing restaurant is also proposed for the site. **(Attachment 3)**

The surrounding area consists of commercial uses along the Snow Hill Road corridor and medium density single family dwellings on side streets that lead to the City Park. **(Attachments 4 & 5)**

V. CRITERIA:

Per Section 17.228.030 – Basis for rezoning approval, the City Council shall make findings of fact that considers the following matters:

- a. Population Change;
- b. Availability of public facilities;
- c. Present and future transportation patterns;
- d. Compatibility with existing and proposed development for the area;
- e. The recommendation of the Planning Commission;
- f. The relationship of such proposed amendment to the jurisdiction's plan.

The City Council may grant the change in the zoning classification based on a finding that there has been a substantial change in the character of the neighborhood where the property is located or that there is (was) a mistake in the existing zoning classification.

VI. FINDINGS OF FACT:

Staff makes the following findings in relation to the criteria:

- a. Population Change – The 2020 Census counted a population of 3,217 for the tract the properties are located in. The City population has grown by 2,707 since the 2010 Census. The population change in the City and area has been consistent with historical trends.
- b. Availability of public facilities – The properties are currently served by public water and sewer. The City has capacity for an increase in usage. Public safety services currently serve this area with close proximity to TidalHealth.
- c. Present and future transportation patterns – Additional commercial uses along this corridor would not impact the existing level of service. There are no planned



City of Salisbury

improvements for the Snow Hill Road corridor.

- d. Compatibility with existing and proposed development for the area – The existing development in the Snow Hill Corridor are commercial uses except for the single-family dwellings in the 400 block. Commercial uses in the area are an animal hospital, light manufacturing, Pepsi Bottling Facility, wholesale distribution, gas station, restaurant and office. The residential uses are single family dwellings on side streets. Large scale development has not been proposed for this area.
- e. Recommendation of the Planning Commission – This will be incorporated following a public hearing and decision by the Planning Commission.
- f. The relationship of such proposed amendment to the jurisdiction’s plan – The City’s Future Land Use Map in the 2010 Comprehensive Plan designates these properties as Medium Density Residential (Attachment 3). Staff finds this designation to be a coding error during the GIS review of the plan. The only residential designations along the corridor from Carroll Street to Vine Street are in the 400 block. The Backstreet Grill property was existing without a residential use prior to the 2010 Comprehensive Plan.

VII. STAFF RECOMMENDATION:

The Department of Infrastructure and Development recommends that the Planning Commission forward a **FAVORABLE** recommendation to the Mayor and City Council for the proposed rezoning of 413 Snow Hill Road from R-10 Residential to General Commercial based on the findings in the staff report of a mistake in the zoning due to a coding error in the Future Land Use Map of the 2010 Comprehensive Plan, designating these properties as Medium Density Residential instead of Commercial.

**SALISBURY PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
REZONING**

In accordance with the provisions of Section 17.228, Amendments and Rezonings, of the Salisbury Municipal Code, the City of Salisbury proposes to rezone two properties located at 413 Snow Hill Road from R-10 Residential to General Commercial.

A PUBLIC HEARING WILL BE HELD ON

Thursday, December 19, 2025, at 1:30 P.M. in the Council Chambers, Room 301, of the Government Office Building, 125 North Division Street, Salisbury, Maryland to hear opponents and proponents, if there be any.

Subsequent to the consideration of this proposal by the Salisbury Planning and Zoning Commission, a recommendation will be made to the Salisbury City Council for its consideration at a Public Hearing.

The Commission reserves the right to close a part of this meeting in accordance with the Annotated Code of Maryland, General Provisions, section 3-305(b).

(FOR FURTHER INFORMATION CALL 410-548-3170)

Charles “Chip” Dashiell, Chairman

Publication Dates: December 5, 2024
 December 12, 2024

Mark T. Reeves
SMMR Inc.
401 Snow Hill Rd
Salisbury, MD 21804
(410) 430-4438

October 21, 2024

City of Salisbury
125 N Division Street, Room 202
Salisbury, MD 21801

To Whom It May Concern:

SMMR Inc. would like to request a that the property at 413 Snow Hill Road be changed from R-10 to General Commercial. SMMR Inc has purchased the property.

This property is adjacent to 409 Snow Hill Rd which is the property we expanded to in spring of 2023 (Chuck's Backyard @ Back Street Grill.). The fully fenced area in the backyard of 409 Snow Hill Road would be expanded to encompass about three-quarters of the backyard of 413 Snow Hill Rd, where customers will be able to find seating and have food and drinks. The food & drinks on this property would be provided by the existing food truck & bar at 409 Snow Hill Rd.

We plan to convert the house to restaurant offices and dry storage. There will be no customer access to the house.

Please contact me at my cell phone number above with any questions or concerns or at 410-430-4438.

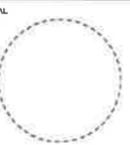
Sincerely,



Mark T. Reeves



FISHER
ARCHITECTURE
Fisher Architecture, LLC
542 Riverdale Drive
Salisbury, MD 21801
(410) 729-0722



PROFESSIONAL INFORMATION
REGISTERED PROFESSIONAL ARCHITECT UNDER THE LAWS
OF THE STATE OF MARYLAND
LICENSE NO. 0013955
EXPIRATION NO. 02 27 2022

THE SERVICES PROVIDED BY FISHER ARCHITECTURE, LLC, ARE SOLELY FOR THE PROJECT AND NOT FOR ANY OTHER PROJECT. FISHER ARCHITECTURE, LLC, DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, DESIGN, OR CONSTRUCTION DOCUMENTS PREPARED BY FISHER ARCHITECTURE, LLC, AND ACCEPTS NO LIABILITY FOR ANY DAMAGE, LOSS, OR INJURY TO PERSONS OR PROPERTY, INCLUDING REAL PROPERTY, ARISING FROM THE USE OF THE INFORMATION, DESIGN, OR CONSTRUCTION DOCUMENTS PREPARED BY FISHER ARCHITECTURE, LLC, OR FROM ANY OTHER SERVICE PROVIDED BY FISHER ARCHITECTURE, LLC. THE SERVICES PROVIDED BY FISHER ARCHITECTURE, LLC, ARE NOT TO BE CONSIDERED AS A GUARANTEE OF ANY KIND. FISHER ARCHITECTURE, LLC, ACCEPTS NO LIABILITY FOR ANY DAMAGE, LOSS, OR INJURY TO PERSONS OR PROPERTY, INCLUDING REAL PROPERTY, ARISING FROM THE USE OF THE INFORMATION, DESIGN, OR CONSTRUCTION DOCUMENTS PREPARED BY FISHER ARCHITECTURE, LLC.

CONSULTANTS

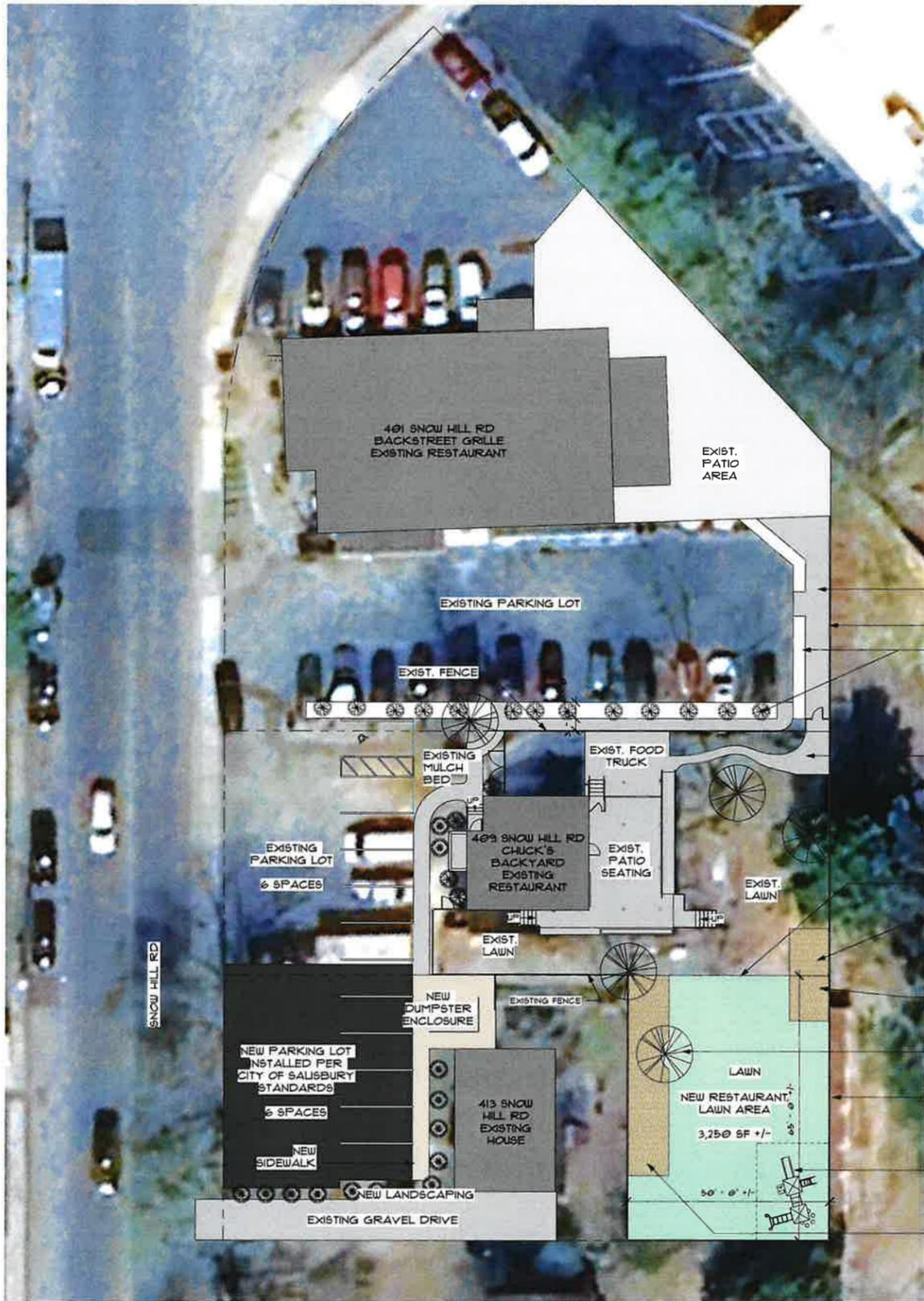
CHUCK'S BACKYARD EXPANSION

409 SNOW HILL RD
SALISBURY MD, 21801

SHEET INFO:

SITE PLAN -
409-413 SNOW HILL RD

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	05/20/2024
2	REVISED PER CITY OF SALISBURY	06/10/2024
3	REVISED PER CITY OF SALISBURY	06/10/2024
4	REVISED PER CITY OF SALISBURY	06/10/2024
5	REVISED PER CITY OF SALISBURY	06/10/2024
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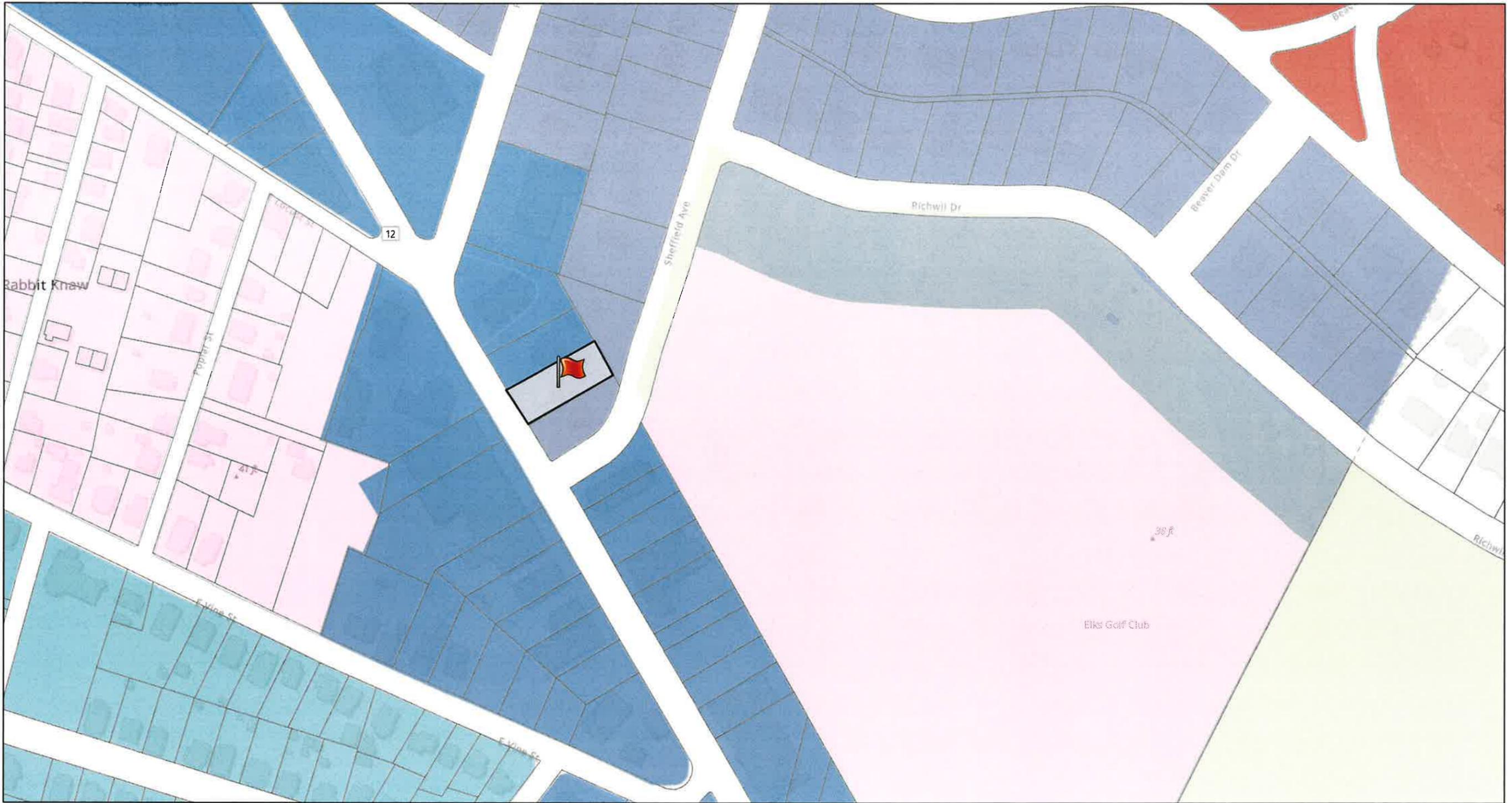


1 SITE PLAN
1/16" = 1'-0"



Attachment 4

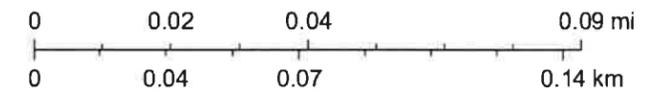
413 Snow Hill Road



12/4/2024, 9:44:17 AM

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|-------------------------------|-----|
| Wicomico County, MD: Parcels | R10 |
| City of Salisbury, MD: Zoning | R5A |
| C | R8 |
| GC | |

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Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community City of Salisbury, VGIN, © OpenSt



City of Salisbury

December 20, 2024

SMMR, Inc.
402 Snow Hill Road
Salisbury, MD 21804
Attn: Mark Reeves

**RE: #202401591 PUBLIC HEARING – REZONING – Rezone property located at 413 Snow Hill Road
from R-10 Residential to General Commercial**

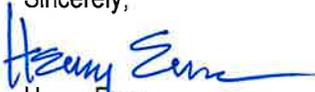
Dear Mr. Reeves:

The Salisbury Planning Commission at its December 19, 2024, meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for the requested rezoning classification of the property located at 413 Snow Hill Road (Map 0112, Grid 0009, Parcel 1820) from R-10 Residential to General Commercial.

The commission based their decision on the following findings of fact presented in the City of Salisbury Department of Infrastructure and Development's staff report: There was a mistake in the zoning due to a coding error in the Future Land Use Map of the 2010 Comprehensive Plan, designating the property as Medium Density Residential instead of Commercial.

This recommendation will be forwarded to the City Administrator for scheduling at a City Council Work Session and subsequent meetings. You will be notified of the meeting date(s). Additional advertising fees will be required for the Council Public Hearing.

If you have any questions or concerns regarding this matter, please call our office at 410-548-3130.

Sincerely,

Henry Eure
Deputy Director

c.c.: Fisher Architecture

