



## CITY OF SALISBURY

115 S. Division Street, Salisbury, MD, 21801

### WORK SESSION

Government Office Building

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

Monday, January 27, 2025, 6:00 p.m.

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D'SHAWN M. DOUGHTY  
Council President

ANGELA M. BLAKE  
Council Vice President

APRIL R. JACKSON  
Councilwoman

MICHELE R. GREGORY  
Councilwoman

SHARON C. DASHIELL  
Councilwoman

### CALL TO ORDER

### WELCOME/ANNOUNCEMENTS/PLEDGE

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

**PROCLAMATION** – Mayor Taylor and Human Rights Advisory Committee

- Human Trafficking Awareness Month

**Resolution** 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” – Infrastructure and Development Director Nick Voitiuc

**Ordinance** to rezone a property located at 413 Snow Hill Road from R-10 Residential to General Commercial – Infrastructure and Development Director Nick Voitiuc

**Ordinance** 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

**Resolution** to amend the Rules of Order

PUBLIC COMMENT (AGENDA ITEMS ONLY)

ADJOURNMENT / CONVENE IN LEGISLATIVE SESSION

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

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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 (3<sup>rd</sup>) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (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

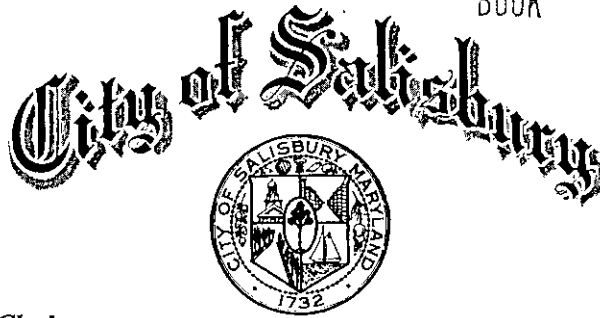
**THE “CITY”:**

**City of Salisbury, Maryland**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Randy Taylor, Mayor





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

MARYLAND

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, 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.

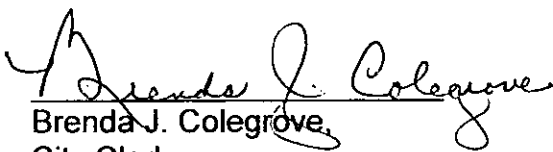
SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the annexation of the said area be made subject to the terms and conditions in Exhibit "B" attached hereto and made a part hereof.

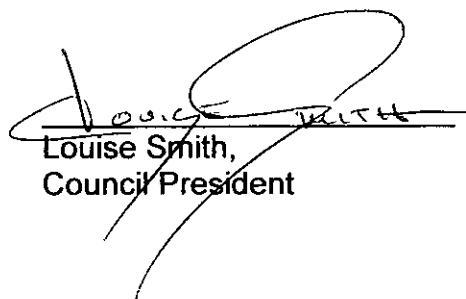
SECTION 3. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT the Council hold a public hearing on the annexation hereby proposed on October 22, 2007 at 6:00 o'clock p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice 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 10<sup>th</sup> 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 22<sup>nd</sup> day of October, 2007.

  
Brenda J. Colegrove,  
City Clerk

  
Louise Smith,  
Council President

APPROVED BY ME this 24<sup>th</sup> 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)<sup>1</sup>. 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.

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<sup>1</sup> 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.

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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.

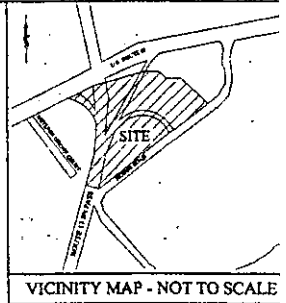
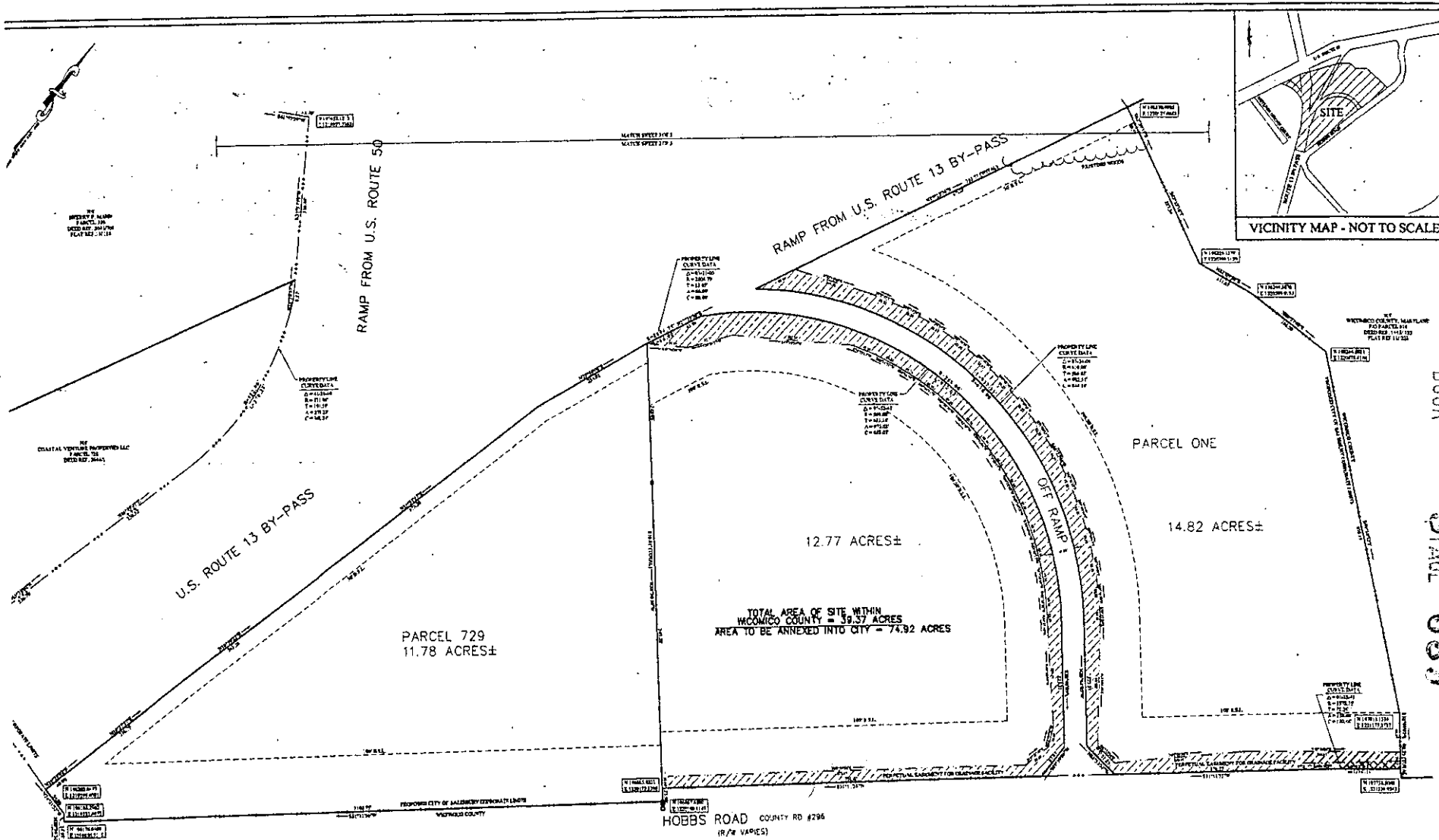
B-1. Attachment B-1 - Concept Development Plan.

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.





BOOK 3 PAGE 689

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" = 60' - 0"



# ATTACHMENT A

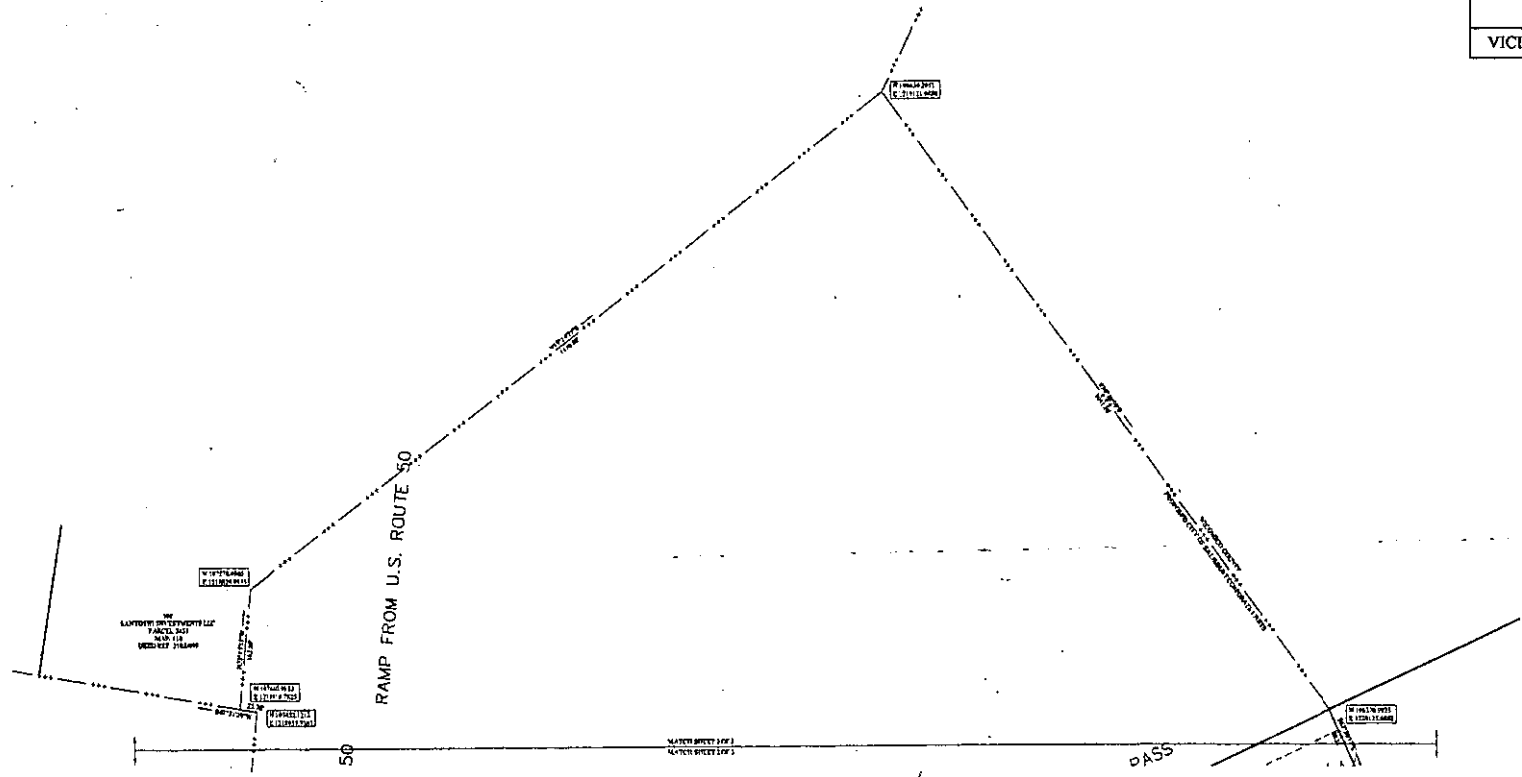
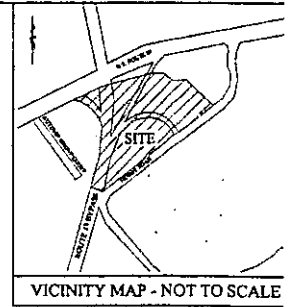
## ANNEXATION AREA LOCATION SURVEY

*The CrossRoads*  
at Salisbury

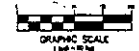
- A Destination Mixed Use  
Community at the CrossRoads  
of Maryland's Eastern Shore

OVERALL AREA SURVEY

<b>IOTT</b> ARCHITECTURE ENGINEERING SURVEYING	DATE: JUNE 14, 2007	<b>C</b> 102
	SOFT COPY FILE NO. 06-007	
	PROJECT NO. 06	
	SCALE: PRELIM SITE PLAN	
200 GREENBUSH DR. - SUITE 200 - GREENSBORO, MARYLAND 6412 740-1200 - FAX 6412 740-0001	DATE: JUNE 14, 2007	PROJECT NO. 06
SCALE: PRELIM SITE PLAN	DATE: JUNE 14, 2007	PROJECT NO. 06



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

*The CrossRoads at Salisbury* - A Destination Mixed Use Community at the CrossRoads of Maryland's Eastern Shore  
OVERALL AREA SURVEY

**IOTT** ARCHITECTURE & ENGINEERING INC. 250 SHILOH RD. SUITE 400 - SALISBURY, MARYLAND (410) 740-0000 • FAX (410) 740-0000

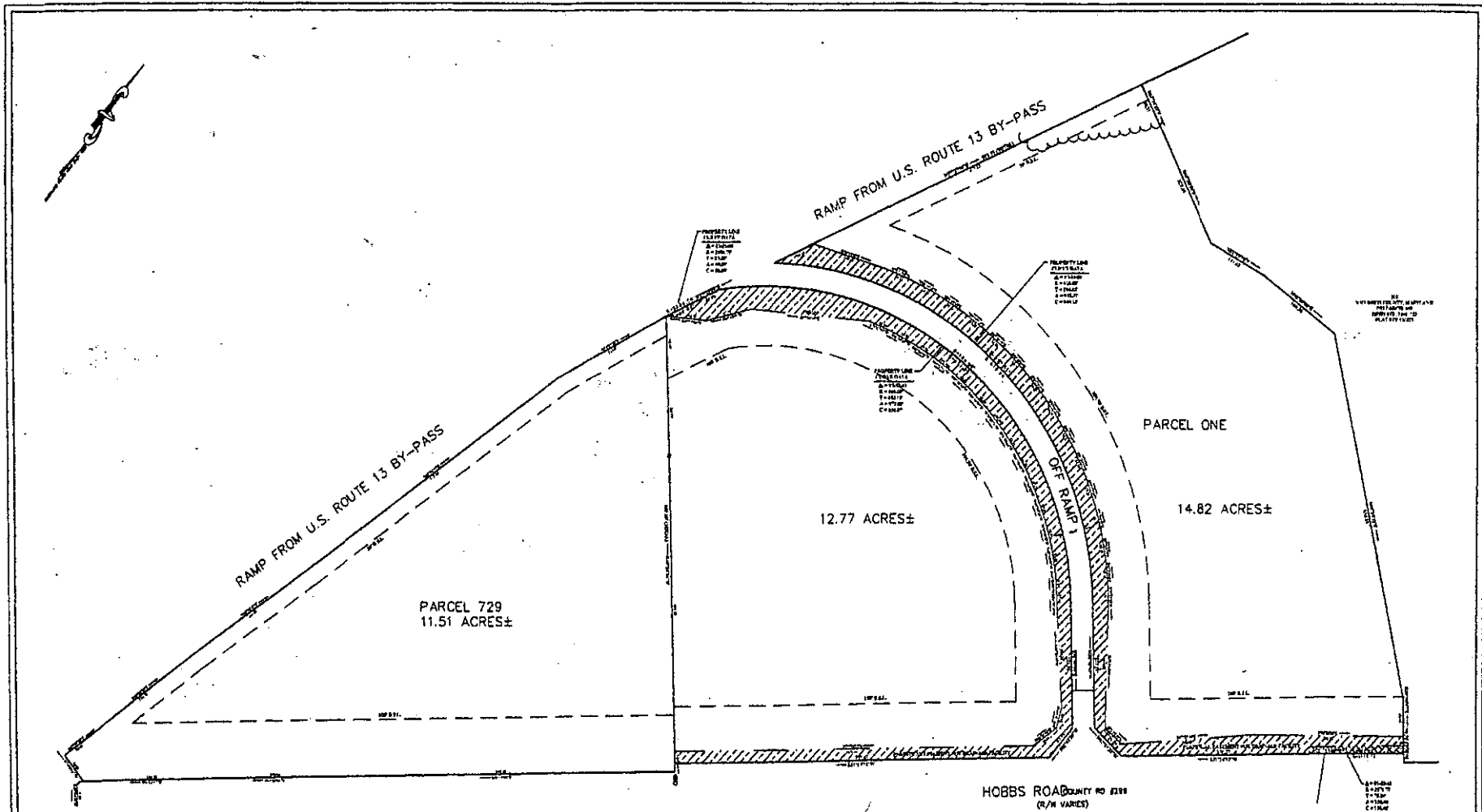
DATE:	JUNE 14, 2007
DWY FILE NO.:	06-007
DESIGN BY:	PI
DRAWN BY:	PI
SCALE:	
STATUS:	PRELIM. SITE PLAN
DATE P.L.A.:	

SHEET NUMBER  
**C**  
**103**

BOOK  
3 PAGE  
690

# ATTACHMENT A

## ANNEXATION AREA LOCATION SURVEY



NOTES: 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 SITE SURVEY  
SCALE: 1" = 60'-0"



**The CrossRoads**  
at Salisbury  
- A Destination Mixed Use Community at the CrossRoads of Maryland's Eastern Shore  
OVERALL SITE SURVEY

<b>NOTED</b>	APPROVED BY:	DATE:	SCALE:
	DESIGNED BY:	DATE:	SCALE:
	CHECKED BY:	DATE:	SCALE:
	DATE:	DATE:	SCALE:

PROJECT NO. **C 100**

BOOK 3 PAGE 691

**ATTACHMENT A-1**  
ANNEXATION SURVEY





- 8000 ft turn radius
- Airport Overlay
- Water
- Historic Districts
- Critical Area
- County Zoning
- Agricultural - Rural
- Airport Business Park
- Corporate Industrial
- Dormer
- Fruitland
- General Commercial
- Heavy Industrial
- Hobson
- Light Business & Institutional
- Light Business & Residential
- Light Industrial
- Martels Springs
- Patsville
- R - 20 Educational / Cultural
- Regional Commercial
- Residential R-15
- Residential R-20
- Residential R-30
- Residential R-0
- Salsbury
- Select Commercial
- Sharptown
- Town Transition
- Village Conservation
- Willards
- County Background
- 12417.018
- 255531.504
- Background

BOOK 3 PAGE 692

1 in. = 181.8 feet

### Crossroads Annexation - County zoning

P. 223  
P. 222

CID

LB-1

P/O P.38

8A

7A

6A

(A)

P.38

5A

4A

TIM-MAR AC. SEC. 1 AS/AI-2

PARCEL 2

P.640

C-3

LB-1

A-2

P.618

P.336

PARCEL 1

P.337

C-3

P.729  
PAR. 2

P.646

BED

LB-1

A-2

A-2  
AIRPORT  
OVERLAY

P.597

P.341  
PAR. 1

P.258

P.262

P.639

P.638

- Camden Historic District
- Downtown Historic District
- Newtown Historic District
- Water
- Salisbury Zoning**
- CBD
- College & University
- Commercial
- Conservation
- Hospital
- Industrial
- Industrial Park
- LB1
- Light Industrial
- Neighborhood Business
- OSB
- OSR
- PDD
- PRO
- R-10
- R-10A
- R-5
- R-5A
- R-8
- R-8A
- Regional Commercial
- Riverfront Redevelopment
- Select Commercial

P.339  
ALLIANCE GROVE COURT

P.728  
PAR. 3

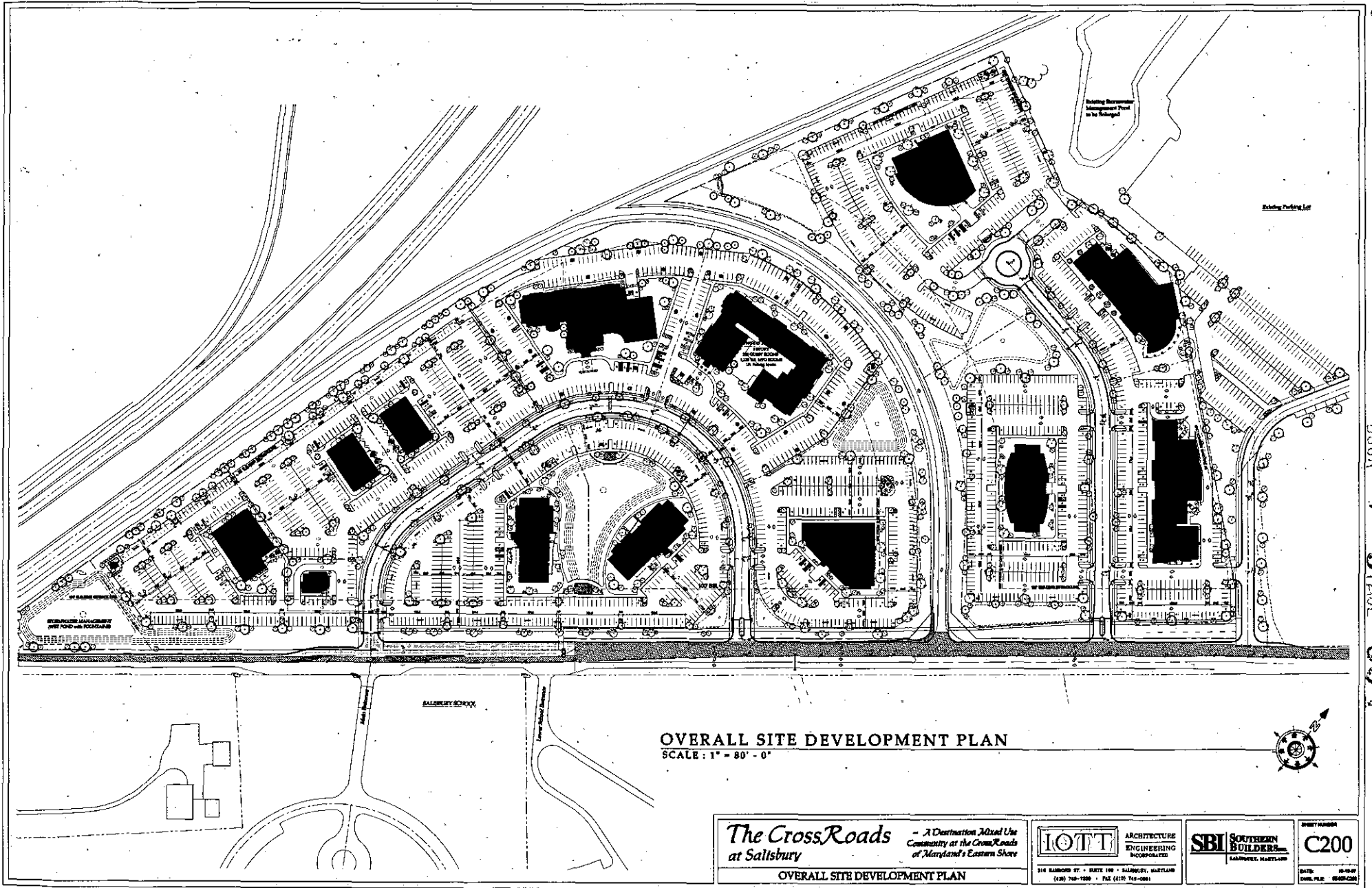
P.105  
R-20

P.344

1 in. = 202.2 feet

Attachment A-3

### Crossroads annexation - City zoning



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

**The CrossRoads** at Salisbury  
*- A Destination Mixed Use Community at the CrossRoads of Maryland's Eastern Shore*

**OVERALL SITE DEVELOPMENT PLAN**

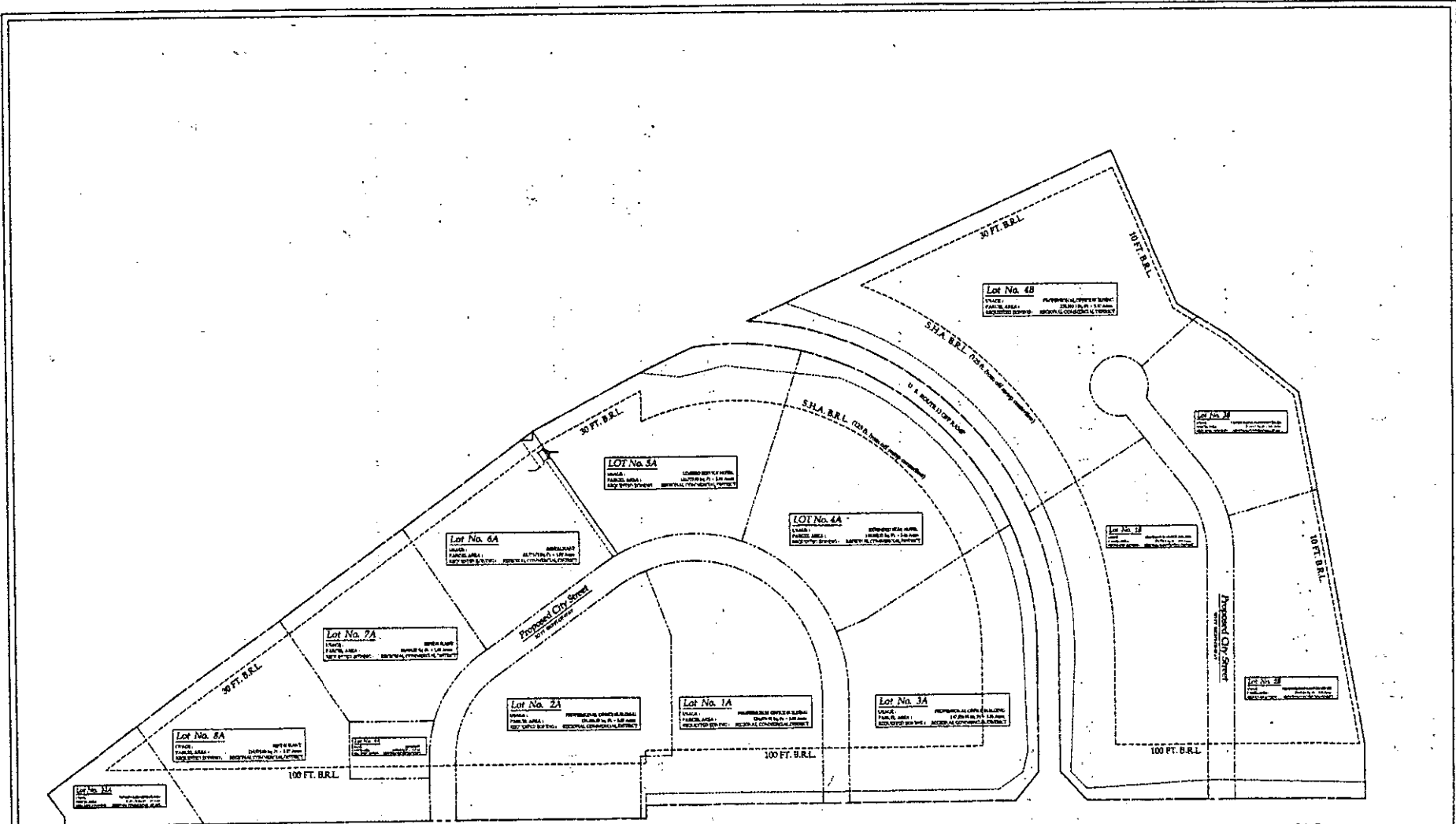
**IOE** ARCHITECTURE ENGINEERING INCORPORATED  
 316 BALDWIN ST. • SUITE 100 • SALISBURY, MARYLAND  
 (410) 740-1990 • FAX (410) 743-0061

**SBI SOUTHERN BUILDERS**  
 SALISBURY, MARYLAND

**C200**  
 DATE: 04-10-07  
 DWG. FILE: SEARCH

BOOK 3 PAGE 694

ATTACHMENT B-1



OVERALL SITE SUBDIVISION PLAN  
SCALE: 1" = 87'-0"



ATTACHMENT B-2  
CONCEPT DEVELOPMENT PLAN - SUBDIVISION

*The CrossRoads at Salisbury* - A Destination Mixed Use Community at the CrossRoads of Maryland's Eastern Shore  
PRELIMINARY PROPERTY SUBDIVISION PLAN

**IOTT** ARCHITECTURE ENGINEERING INTERIORS  
300 GARDNER DR. SUITE 200 - ROCKVILLE, MARYLAND 20850  
PHONE: 301-581-1000 FAX: 301-581-1001

DATE:	JUNE 14, 2021
DRAWN BY:	SS/STP
CHECKED BY:	SS
DESIGNED BY:	SS
SCALE:	AS SHOWN
PROJECT NAME:	PRELIM. CITY PLAN
DATE:	

PROJECT NUMBER  
**C 300**

# 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 HOBBS 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.

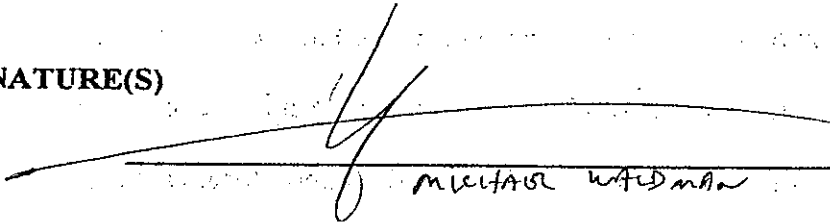
Parcel(s) # 618

\_\_\_\_\_

\_\_\_\_\_

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 17<sup>th</sup> 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:

Andrea 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:

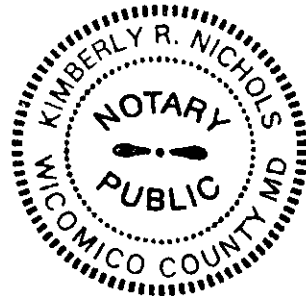
[Signature], City Attorney

STATE OF MARYLAND  
COUNTY OF Wicomico, to wit:

I HEREBY CERTIFY, that on this 24<sup>th</sup> 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

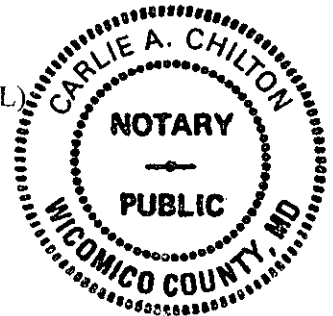


My Commission Expires: 10-18-09

I HEREBY CERTIFY, that on this 17<sup>th</sup> 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: 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.

Attachments:

- (1) Draft Ordinance
- (2) Planning Commission Staff Report
- (3) Planning Commission Decision Letter
- (4) Advertisement



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 \_\_\_\_\_ day of \_\_\_\_\_, 2025 and thereafter, a statement of the substance of the Ordinance having  
60 been 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.

62

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.

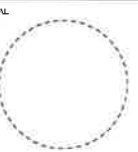
Sincerely,



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, OR ANY OTHER PROFESSIONAL SERVICE PROVIDER. FISHER ARCHITECTURE, LLC, AND OTHER SERVICE PROVIDERS, IN NO WAY, WARRANT, REPRESENT, OR GUARANTEE THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION, DESIGN, OR CONSTRUCTION DOCUMENTS PREPARED BY FISHER ARCHITECTURE, LLC, OR ANY OTHER SERVICE PROVIDER. THE USER OF THESE DOCUMENTS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. FISHER ARCHITECTURE, LLC, AND OTHER SERVICE PROVIDERS, SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THESE DOCUMENTS.

CONSULTANTS

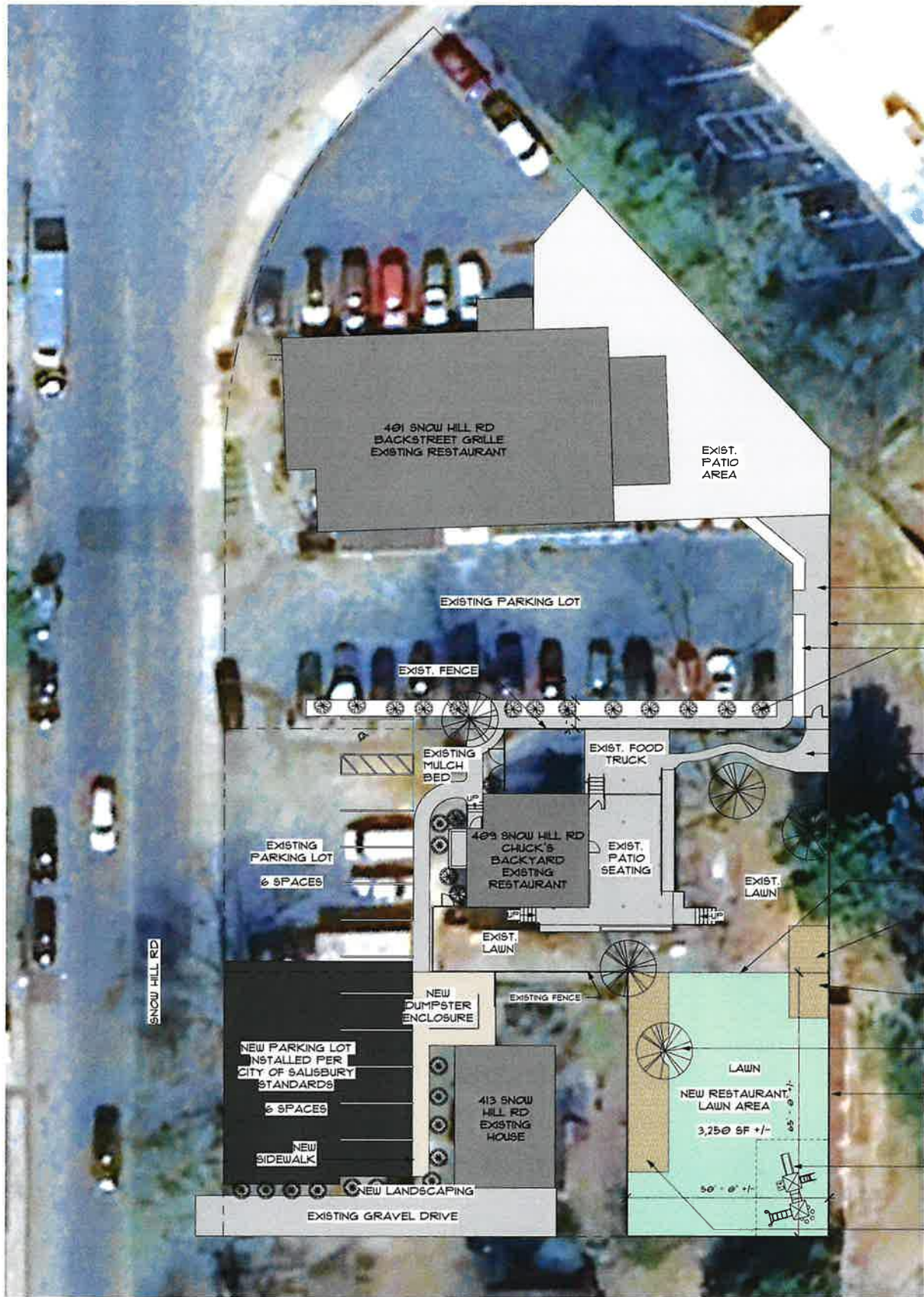
**CHUCK'S BACKYARD EXPANSION**

409 SNOW HILL RD  
SALISBURY MD, 21801

SHEET INFO:

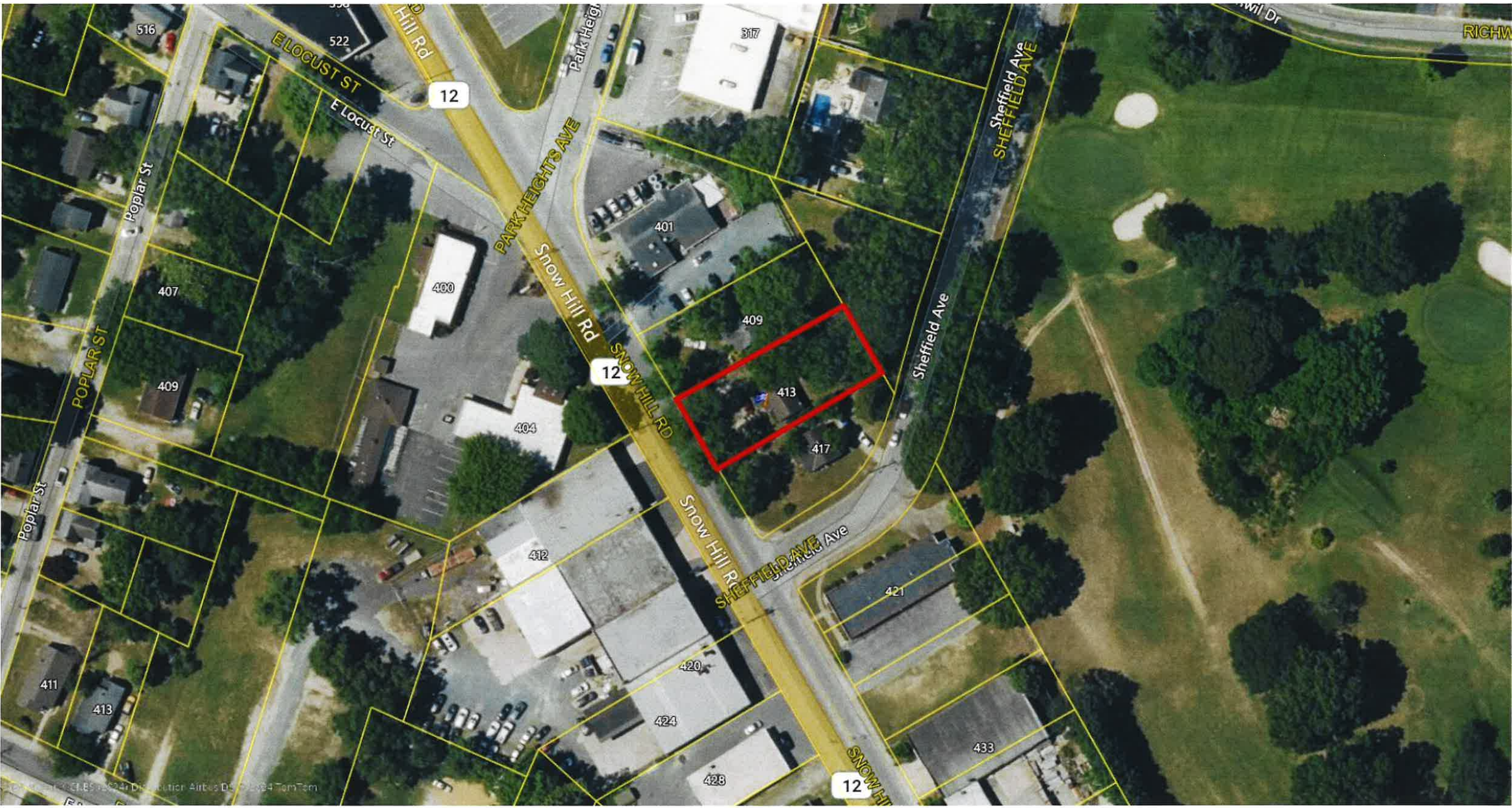
SITE PLAN -  
409-413 SNOW HILL RD

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/20/2024
2	REVISED	05/20/2024
3	REVISED	05/20/2024
4	REVISED	05/20/2024
5	REVISED	05/20/2024
6	REVISED	05/20/2024
7	REVISED	05/20/2024
8	REVISED	05/20/2024
9	REVISED	05/20/2024
10	REVISED	05/20/2024
11	REVISED	05/20/2024
12	REVISED	05/20/2024
13	REVISED	05/20/2024
14	REVISED	05/20/2024
15	REVISED	05/20/2024
16	REVISED	05/20/2024
17	REVISED	05/20/2024
18	REVISED	05/20/2024
19	REVISED	05/20/2024
20	REVISED	05/20/2024



① SITE PLAN  
1/16" = 1'-0"

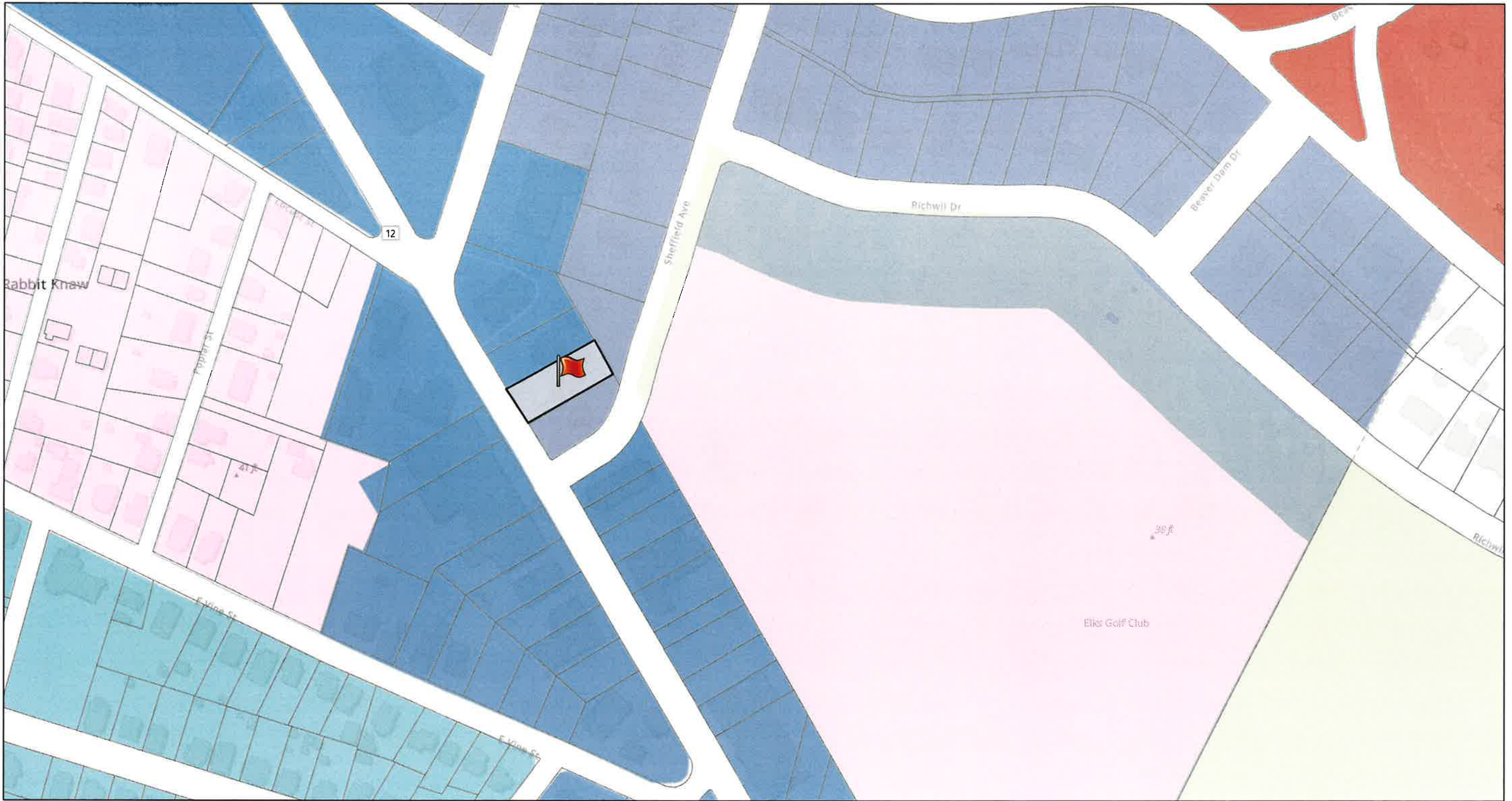




Attachment 4



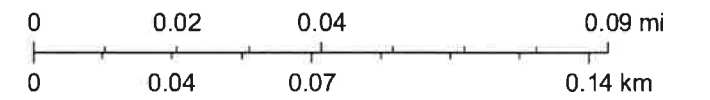
# 413 Snow Hill Road



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

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

1:2,279



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



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







Memorandum

To: Andy Kitztrow, City Administrator

From: Chris O'Barsky, Deputy Chief of Administration

Subject: Safe Station- FY25 Budget Amendment

Date: 12/13/2024

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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.

---

Salisbury Fire Department  
325 Cypress St.  
Salisbury, MD 21801  
410-548-3120  
[www.salisbury.md](http://www.salisbury.md)



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:  

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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](mailto: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](mailto: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

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**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

  
Date of Signing

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ORDINANCE NO. \_\_\_\_\_

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

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

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

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

Attachments



**SALISBURY CITY COUNCIL REGULATIONS AND RULES OF ORDER**  
**As Amended on \_\_\_\_\_**

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**1. PREAMBLE**

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

**2. GENERAL PROVISIONS**

A. Meetings of the Salisbury City Council will be held in Council Chambers in Room



301 of the Government Office Building, 125 N. Division Street, Salisbury, Maryland, unless notice to the contrary is given.

- B. Special meetings may be called by a majority of the members of Council as often as necessary for the transaction of business. The time and place of a special meeting shall be set by the Council President, or in his or her absence, the Council Vice President or his or her designee.
- C. Notice of meetings will be posted on the City Council's website, at a reasonable time in advance of the meeting.
- D. The City Clerk's Office shall notify the media of all Council meetings.

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

- A. Council members are expected to attend all meetings (legislative sessions, special sessions, work sessions, closed meetings, and budget sessions) of the City Council.
- B. Council Members are not permitted to participate in any meeting by telephone.
- C. If a Council Member cannot attend a legislative session, special session, or work session in person, but desires to attend remotely, he or she shall follow the procedures set forth in Chapter 1.20 of the City Code governing electronic participation.
- D. Council Members are not permitted to participate in closed meetings or budget sessions via electronic means.
- E. Council Members shall have at hand all materials for all meetings.

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

- A. The Council President, or in his or her absence, the Council Vice President, shall call the meeting to order at the appointed hour. In the absence of both the Council President and Council Vice President, the City Council may elect by majority vote a President *Pro Tem*, who shall act as presiding officer for the duration of the meeting.
- B. After calling the meeting to order, the Council President shall entertain a motion to adopt the agenda for the meeting as presented. After such motion has been made and seconded, any Council Member may request the deletion of any item on the agenda, a change in the order of any agenda item, or the addition of any urgent or emergency item. Such changes may be approved by consensus, or in the absence of a consensus, such changes shall be approved upon affirmative vote of a majority of the Council. Any member of the Council may also request that an item be removed from the

consent agenda for discussion, for further information, or in order that there might be a separate vote on that item.

- C. The Council President shall control discussion of the Council on each agenda item to assure full participation in accordance with these Rules.
- D. A Council Member shall speak only after being recognized by the Council President. A Council Member recognized for a specific purpose shall limit remarks to that purpose. A Council Member, after being recognized, shall not be interrupted except by the Council President to enforce these Rules. The Council President, as a member of the Council, may enter into any discussion.
- E. After being recognized by the Council President, a member of the Council may request and receive information, explanations or opinions of the Mayor, City Administrator, City Attorney, City Clerk, any City department head or their designee.
- F. Council Members shall conduct meetings in a professional manner. Council Members must be respectful to the public, City staff members, and each other at all times.
- G. Any Council Member wishing to present a Certificate of Appreciation or a Certificate of Recognition must receive a consensus of the Council in advance before it is placed on the agenda.

## 5. **AGENDAS**

- A. The Council President shall prepare a written agenda for each meeting with the assistance of the Clerk's Office.
- B. The Council President may place upon the agenda any item which is legal, constitutional and proper for the Council to consider, provided, however, that the Council President may reasonably defer a requested agenda item until a future meeting of the Council in order to secure full attendance by Council Members, or to secure the input of the City's staff.
- C. The Mayor, City Administrator or a member of the Council, may make a timely request to the Council President that an item be placed upon the agenda for a meeting. The Council President has discretion whether to add the item to the agenda.
- D. No item will be added to the agenda after the established deadlines (set forth in Sections 7B and 8B below), unless the Council President determines it to be urgent in nature or an emergency.

- E. Items which are matters of a routine, non-controversial nature may be placed on the agenda under Consent Agenda. The purpose of the consent agenda is to provide a method for the expeditious handling of items which, in the opinion of the Council President, City Clerk and City Administrator, will not require discussion and will be approved unanimously by the Council. Items shall be removed from the Consent Agenda at the request of any individual Council Member.

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

- A. Any member of the Council, except the Council President, may make or second a motion for the Council to take action regarding any agenda item, subject to the City Ethics Code and State Ethics Law.
- B. Any member of the Council may vote regarding any agenda item, subject to the City Ethics Code and State Ethics Law.
- C. The Council President may not make a motion, and may second a motion only when there are only three (3) members of the Council, including the President, present and voting.
- D. In the absence of the Council President, the Council Vice President shall be subject to the same limitations upon voting and the making of motions as the Council President.
- E. The City Clerk shall record the name of the Council Member making each motion, the name of the Council Member who seconded the motion, and the vote.
- F. If a Council Member wishes to defer an agenda item to another meeting, the motion to "postpone to a certain time" is used. The motion requires a second, is debatable, and a majority vote is required for adoption. The motion must state when the agenda item will be reintroduced.
- G. In the absence of a rule herein to govern a point of procedure, the City Council shall defer to Robert's Rules of Order.

## **7. LEGISLATIVE SESSIONS**

- A. All regularly scheduled legislative sessions of the Salisbury City Council shall be held on the second and fourth Monday of each month. All meetings will convene at 6:00 p.m. in a work session, unless otherwise noted.

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

## **8. WORK SESSIONS**

- A. Work Sessions of the Salisbury City Council will be held as necessary.
- B. The Council shall conduct work sessions on matters which are expected to come before the Council for formal action at a legislative session or otherwise need study by the Council. Items to be considered will be placed on the work session agenda by the Council President. The agenda for a work session shall be published no later than 12:00 p.m. on the Wednesday before the next regularly scheduled work session.
- C. Work session meeting agendas shall list items for Council discussion.
- D. During work sessions, the Council shall receive information and/or presentations on agenda items. Council may ask questions and request that additional information be provided. Council may give consensus that matters under consideration be moved forward for formal action at a legislative session, that further study be conducted, that matters not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.
- E. Final action on items is not taken at work sessions. The Council may decide by consensus, or by a majority vote, on how to proceed on various items under consideration. However, no formal vote of the Council in favor or against any agenda item may be taken at a work session.
- F. Work sessions are considered public meetings and the public can attend. Members of the public and/or interested parties may not under any circumstances address the

Council on the items under consideration during the work session outside of the general public comment period.

- G. Immediately preceding the end of work sessions, in order to afford members of the public the opportunity to speak, there shall be a public comment period where the Council may hear public comments from citizens regarding an agenda item that was under consideration during the session. Public comments must be directed to an agenda item that was under consideration at the session where the comment is being made. The Council President shall rule on the germaneness of the citizen comments. Rules regarding public comments are set forth in Section 12 below.

## **9. BUDGET SESSIONS**

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

## **10. CLOSED SESSION MEETINGS**

- A. The Council may conduct closed meetings as permitted by State Law. A member of the public cannot attend a closed meeting.
- B. Everything that is discussed during a closed meeting, and all materials which are reviewed during a closed meeting or are prepared in anticipation thereof, shall be considered confidential and no Council Member shall publicly disclose any such information or material. Public disclosure may be made only in the event a majority of the Council Members vote to approve the public disclosure.

- C. Council Members are not permitted to participate in closed sessions remotely.
- D. No council member shall make any disclosures or release any information which would result in the waiver of the attorney/client privilege without first obtaining the approval of a majority of the Council in open session.

## **11. PUBLIC HEARINGS**

- A. After convening a public hearing, but before the presentation of testimony, the Council President or his designee must briefly explain the purpose of the public hearing.
- B. Any member of the public wishing to provide testimony will be administered an oath by the City Clerk or Deputy City Clerk.
- C. In order to expedite the hearing and allow all witnesses an opportunity to be heard, the Council President may announce in advance or at the hearing time limits for each speaker.
- D. Written testimony may be submitted in advance to the City Clerk via email.
- E. The Council President may temporarily suspend any testimony that is not relevant to the subject of the hearing and advise the speaker to that effect. The Council President may stop taking further testimony from and vacate any remaining time allocated to a speaker who, after being so advised, continues to offer irrelevant testimony.

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

- A. Members of the public shall be courteous to their fellow citizens and the proceedings while the Council is in session by limiting conversations within the Council Chambers and the entrance hallway into the Chambers.
- B. A person attending a meeting may not engage in conduct, including visual demonstrations such as the waving of placards, banners, or signs, that disrupts the meeting or interferes with the right of a member of the public to attend and observe the session as determined by the Council President. Exhibits, displays and visual aids used in connection with presentations to the Council are permitted so long as they are only displayed during the presentation.
- C. No person will be allowed to address the Council until the appropriate time, as

determined by the Council President.

- D. Upon recognition by the Council President to address Council, the person must begin by first stating his or her name, whether he or she is a City resident, and the persons or organization represented, if any.
- E. In order to afford all persons an opportunity to speak, comments made by members of the public must be no longer than three (3) minutes. The Council President in his or her discretion may grant additional time.
- F. In order to afford all persons an opportunity to speak, the Council President may limit comments regarding a specific agenda item if an excessive number of similar comments are made regarding that specific item.
- G. If a member of the public wishes to disseminate written comments to Council, it shall be submitted to the City Clerk via email prior to the meeting and it will be attached to the minutes as part of the record.
- H. Members of the Council will not immediately comment upon the remarks made by a member of the public. If a member of the public asks a question of Council, answers may be provided at a later date, after time is taken to investigate the matter.
- I. Any person making personal, impertinent or slanderous remarks, or who becomes boisterous in any manner that disrupts a meeting while addressing the Council, may be warned by the Council President and if necessary, requested to leave the meeting immediately.

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

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

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Adopted: 10/23/00 by Resolution No. 737  
Amended: 11/26/01 by Resolution No. 806  
Amended: 8/26/02 by Resolution No. 876  
Amended: 5/12/03 by Resolution No. 972

Amended: 12/8/03 by Resolution No. I 043  
Amended: 11/28/05 by Resolution No. I 335  
Amended: 3/27/06 by Resolution No. 1386  
Amended: 10/23/06 by Resolution No. 1451  
Amended: 1/8/07 by Resolution No. 1476  
Amended: 10/8/07 by Resolution No. 1577  
Amended: 11/26/07 by Resolution No. 1600  
Amended: 7/14/08 by Resolution No. 1672  
Amended: 7/11/11 by Resolution No. 2072  
Amended: 9/10/12 by Resolution No. 2203  
Amended: 2/25/13 by Resolution No. 2251