



CITY OF SALISBURY

115 S. Division Street, Salisbury, MD, 21801

LEGISLATIVE SESSION

Government Office Building

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

Monday, March 10, 2025

D'SHAWN M. DOUGHTY
Council President

ANGELA M. BLAKE
Council Vice President

APRIL R. JACKSON
Councilwoman

MICHELE R. GREGORY
Councilwoman

SHARON C. DASHIELL
Councilwoman

CALL TO ORDER

PRESENTATION AND ADOPTION OF THE LEGISLATIVE AGENDA

RESOLUTIONS – City Clerk Julie English

- **Resolution No. 3382** – proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as “Pine Way – Pohanka Kia Annexation”, as described in the property description and Annexation Plat attached and incorporated as exhibits herein, containing 2.954 acres more or less
- **Resolution No. 3383** – proposing the adoption of an Annexation Plan relative to the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as “Pine Way – Pohanka Kia Annexation”, as described in the property description and Annexation Plat attached and incorporated as exhibits hereto, containing 2.954 acres more or less

ORDINANCES – City Attorney Ashley Bosché

- **Ordinance No. 2918** – 2nd reading – amending Chapter 5.64 of the Salisbury City Code, entitled “Towing Companies”, to update procedures for dispatching police directed towing, operations of a police directed tow on scene, and penalties for violations of the code
- **Ordinance No. 2919** – 2nd reading – to accept funds received from the Chesapeake Bay Trust in the amount of \$148,267, as awarded to plant 834 trees in the City of Salisbury
- **Ordinance No. 2920** – 2nd reading – authorizing the Mayor to appropriate funds for drinking water state revolving fund projects including the Naylor Mill Water Main Extension project, a PFAS study at the paleo water treatment plant and a lead service line replacement project
- **Ordinance No. 2921** – 2nd reading – authorizing a budget amendment and the Mayor to appropriate funds for the PFAS study and treatment
- **Ordinance No. 2922** – 2nd reading – authorizing a budget amendment to appropriate funds for completion of the Elevated Water Tank Maintenance Project
- **Ordinance No. 2923** – 2nd reading – amending Section 8.04.050 of the Salisbury City Code to add and edit language regarding the counting method for false alarms
- **Ordinance No. 2924** – 2nd reading – approving a budget amendment of the FY2025 General Fund Budget to appropriate funds to the Salisbury Fire Department’s operating budget

- **Ordinance No. 2925** – 2nd reading – authorizing the Mayor to enter into a contract with the Maryland Department of Health for the purpose of accepting grant funds in the amount of \$29,625, and to approve a budget amendment to the grant fund to appropriate these funds for the Salisbury Fire Department
- **Ordinance No. 2926** – 2nd reading – approving a budget amendment of the FY2025 general fund budget to appropriate funds to the Salisbury Fire Department’s operating budget
- **Ordinance No. 2927** – 2nd reading – amending Chapter 2.16.020 (H) and (G) of the Salisbury City Code to grant the fire chief the authority to designate who of the career deputies shall be the second and third in command in the department and who shall assume the duties and responsibilities of the fire chief in the event the fire chief is unable to fulfill his or her duties and responsibilities due to illness, incapacity, or absence

PUBLIC COMMENTS

ADMINISTRATION COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

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

Posted 03/06/25



City of Salisbury

To: Andy Kitzrow, City Administrator
From: Nicholas Voitiuc, Director
Date: February 28, 2025
Re: Annexation Agreement Request - Pohanka Kia I (Pine Way – Safford Kia)

The Department of Infrastructure & Development requests the proposed Pohanka Kia Annexation (formerly known as Pine Way – Safford Kia) be placed on the City Council legislative agenda scheduled for Monday, March 10, 2025, for the first reading of an annexation agreement request.

Consistent with the City's Annexation Policies and Procedures, the applicant has signed the annexation petition and has supplied additional information for your review before processing the request.

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

Attached, please find the proposed Resolution for the Annexation Agreement, as well as supplemental documents.

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

Attachments:

- 1) Resolution for Annexation Agreement
- 2) Resolution Exhibits
- 3) DID Planning Commission Staff Report
- 4) Public Notice

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

RESOLUTION NO. 3382

A **RESOLUTION** of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as “Pine Way – Pohanka Kia Annexation”, as described in the property description and Annexation Plat attached and incorporated as exhibits herein, containing 2.954 acres more or less.

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

WHEREAS, the City of Salisbury has caused to be made a certification of the signatures on the said petition for annexation and the City of Salisbury 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 May, 29, 2024, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit 4** and incorporated by reference as if fully set forth herein; and

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

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

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

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

45 **Section 2.** The annexation of the Property be and hereby is approved by the Council of the City of
46 Salisbury subject to all terms, conditions and agreements contained in the aforementioned property
47 description, the proposed Annexation Agreement, and the Annexation Plan, attached as **Exhibits 2, 5 and**
48 **6, respectively,** each of which is attached hereto and incorporated herein as if all such terms, conditions
49 and agreements contained in such Exhibits were specifically set forth at length in this Resolution.

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

55 **Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury
56 shall hold a public hearing on this Resolution on _____ 2025 at 6:00 p.m. in the Council
57 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of
58 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly
59 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public
60 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid
61 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of
62 publication as specified hereinabove.

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

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

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

EXHIBIT 1



November 1st, 2021

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

Dear Mr. Holland,

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

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

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

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

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

Sincerely,

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

Dwight Ellis
Project Manager
Safford Auto Group

CITY OF SALISBURY

PETITION FOR ANNEXATION

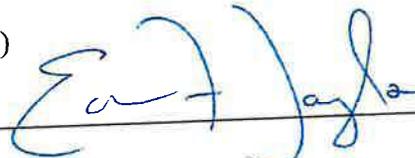
To the Mayor and Council of the City of Salisbury:

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

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

Map # 29

SIGNATURE (S)



11/1/2021

Date

Printed

EDWARD F. TAYLOR

Date

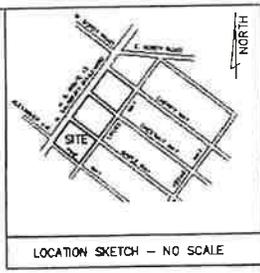
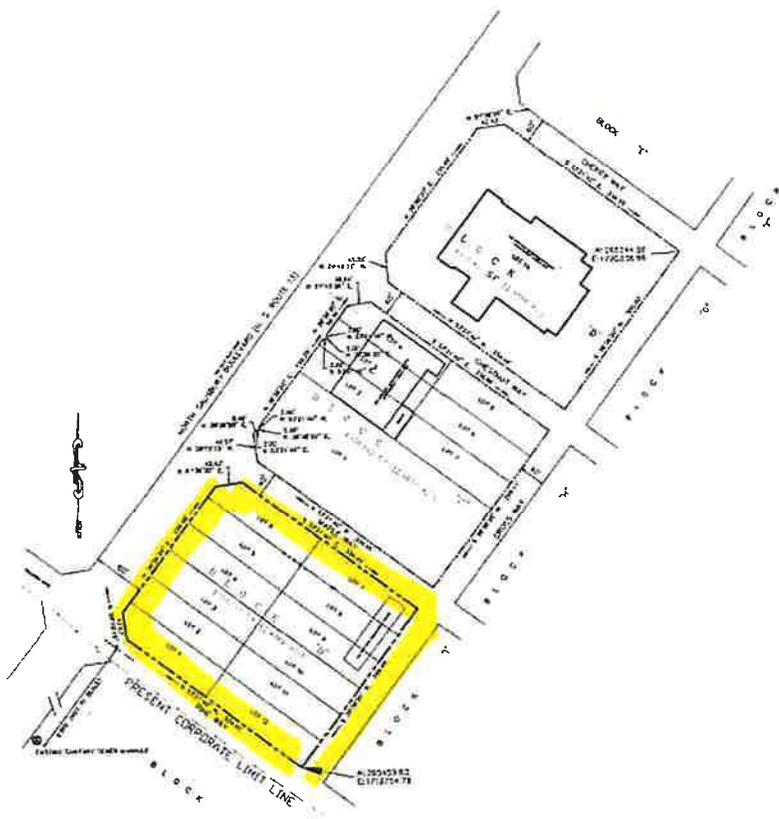
Printed

Date

Printed

Date

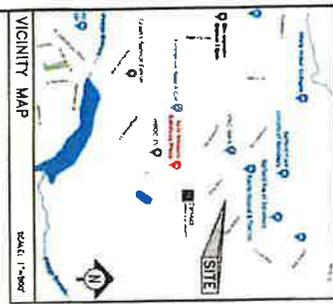
Printed



GENERAL NOTES
 HORIZONTAL DATUM/COORDINATES REFLECT 83/11 MO ZONE
 IT IS THE OWNER'S INTENT TO ANNEX ALL LOTS IN BLOCK 7th OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REG. 217702) LESS ANY AND ALL LANDS CONVEYED TO THE MD STATE HIGHWAY ADMINISTRATION AND THE STATE ROADS COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SALISBURY BOULEVARD)

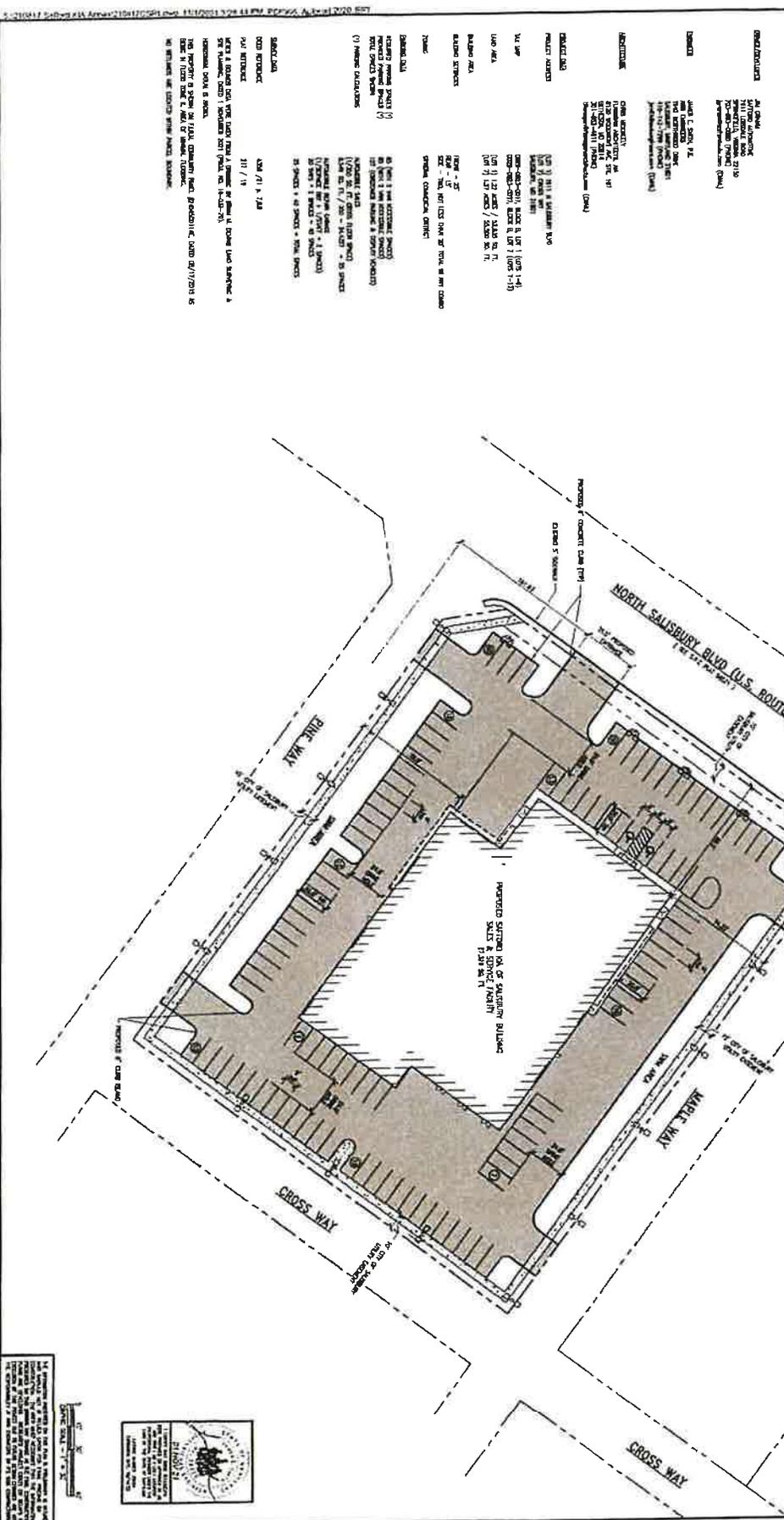
ANNEXATION PLAT OF BLOCK 7th
MAPLE PLAINS
 N. SALISBURY BOULEVARD - SALISBURY MARYLAND
 FOR
GRAMM SALISBURY PROPERTIES LLC

PROPOSED ANNEXATION			BRIAN M. DENNIS
SCALE	1" = 100'	DATE	1 NOVEMBER 2021
DEED REF.	435A/15 s. 9	SUBD.	MAPLE PLAINS
PLAT REF.	217702	LOT -	BLOCK 8
COUNTY	WICOMICO	DISTRICT	PARSONS RD. 3
TAX MAP 25	PARCEL 17	ZONING	
PLAN MAP NO.	2402021516	FLOOD HAZARD ZONE	4
PROJ. NO.	15-C13-25	SURV. OR. BM2	10/24/11/20
LAND SURVEYOR & ARCH PLANNING			30318 Don Road - Salisbury, MD 21804
			Telephone 443-783-4881



LEGEND

Property Line	Proposed Public Right-of-Way
Utility Line	Proposed Public Right-of-Way
Proposed Structure	Proposed Access Road
Proposed Parking Space	Proposed Lot
Proposed Driveway	Proposed Driveway
Proposed Stormwater Management	Proposed Stormwater Management



1/4" = 40' SCALE
 1/8" = 80' SCALE
 1/16" = 160' SCALE

CSP-1

CONCEPTUAL SITE PLAN
2022 KIA FACILITY
 SALISBURY, MARYLAND

Safford ENGINEERS/ARCHITECTS
 3000 W. GREENSBORO AVENUE
 GREENSBORO, NC 27409
 TEL: 336-733-1111 FAX: 336-733-1112
 WWW.SAFFORDENGINEERS.COM

DATE	BY	DESCRIPTION	REV.
11/15/21	BT	2022 KIA FACILITY	01
11/15/21	BT	2022 KIA FACILITY	02



May 1, 2023

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

Re: Pohanka Kia of Salisbury Petition for Annexation

Dear Mr. Holland:

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

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

Sincerely,

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

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

ZIONROADTWO

May 31, 2023

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

Re: Zionroadtwo, LLC Petition for Annexation

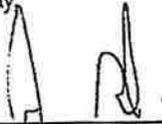
Dear Mr. Holland:

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

- Scott A. Crabtree
- Sandra Angello
- Geoff Pohanka

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

Sincerely,



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

EXHIBIT 2

PINE WAY – POHANKA KIA

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

Annexation containing 2.954 acres, more or less.

EXHIBIT 3



LOCATION SKETCH - NO SCALE



GENERAL NOTES

1. HORIZONTAL DATUM/COORDINATES REFLECT 83/91 MD GRID
2. IT IS THE OWNERS' INTENT TO ANNEX ALL OF LOTS "B" OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REF. 277/19) LESS ANY AND ALL LANDS TO BE ANNEXED TO THE STATE HIGHWAY SYSTEM UNDER THE STATE ROADS COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SAUSBURY BOULEVARD).
3. ZONING: EXISTING: WOODCO COUNTY C-2 (GENERAL COMMERCIAL DISTRICT) PROPOSED: CITY OF SAUSBURY CC (GENERAL COMMERCIAL DISTRICT)

REVISED

ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
L1	N 30° 17' 10" E	8.80
L2	N 88° 37' 10" E	235.44
L3	N 36° 35' 20" E	42.43
L4	N 81° 38' 20" E	34.00
L5	S 87° 14' 00" W	34.00
L6	S 3° 24' 00" W	371.54
L7	S 3° 24' 00" W	371.54
L8	N 49° 38' 00" W	335.17

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

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

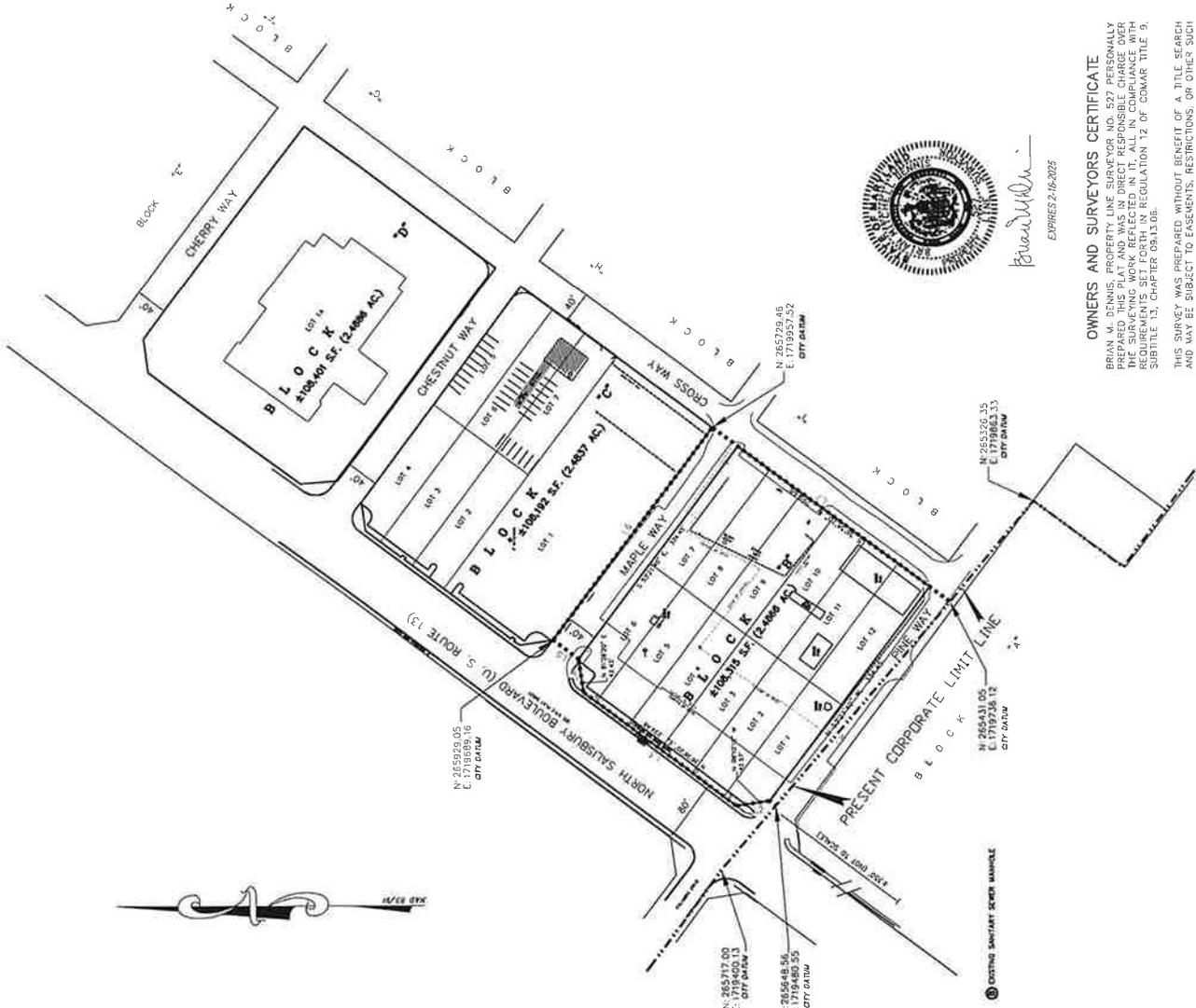
ZIONROADTWO LLC

PROPOSED ANNEXATION

SCALE	1" = 100'	DATE	13 JUNE 2023
DEED REF.	3155/75 P. 9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	BLOCK B
COUNTY	WOODCO	DISTRICT	PARISHS NO. 3
TAX MAP	28 PARCEL 17	ZONING	SEE GENERAL NOTE 3
F.I.R.M. MAP NO.	24045/0014E	FLOOD HAZARD ZONE	X
PROJ. NO.	10-033-20	SURV./DR.	BMD FB/PB/114/20

BRIAN M. DENNIS

LAND SURVEYING & SITE PLANNING
 30219 Zon Road - Salisbury, MD 21804
 Telephone 443-783-4861
 E-mail: surveyor527@gmail.com

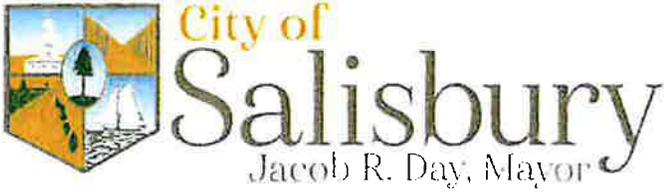


Brian M. Dennis
 EXPIRES 2-16-2025

OWNERS AND SURVEYORS CERTIFICATE

BRIAN M. DENNIS, PROPERTY LINE SURVEYOR NO. 527 PERSONALLY PREPARED THIS PLAT AND WAS IN DIRECT RESPONSIBLE CHARGE OVER THE ENTIRE SURVEY. THE SURVEY AND PLAT COMPLY WITH ALL REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09.13.06.
 THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER SUCH CONDITIONS NOT FOUND IN CURRENT DEEDS OF RECORD.

EXHIBIT 4



CERTIFICATION

PINE WAY – POHANKA KIA ANNEXATION

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


Leslie C. Sherrill
Surveyor

Date: 5/29/2024

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

EXHIBIT 5

PINE WAY – POHANKA KIA ANNEXATION

ANNEXATION AGREEMENT

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

RECITALS

WHEREAS, for purposes of this Agreement, the term “Zionroadtwo” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of Zionroadtwo, as the case may be, such that this Agreement, and all of the terms and conditions set forth herein, shall apply to, be binding in all respects upon and inure to the benefit of each and every successor-in-interest and/or assign of Zionroadtwo, as the case may be; and

WHEREAS, Petitioner is the fee simple owner of that certain real property consisting of approximately 52,815 square feet of land, more or less, having a premises address of 1911 N. Salisbury Boulevard, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-063205 (“Lot 1”), and that certain real property consisting of approximately 55,500 square feet of land, more or less, having a premises address of Cross Way, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-063213 (“Lot 7”), the said Lots 1 and 7 collectively being all that same real property identified as Map 0029, Grid 0023, Parcel 0017 on the Tax Records of the State of Maryland, and further being, in all respects, a portion of that real property described in a Deed, dated August 1, 2022, from Gramm Salisbury Properties, LLC to Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 175 (Lot 1 and Lot 7 are hereinafter referred collectively as the “Pohanka Kia Property”); and

WHEREAS, the Pohanka Kia Property is subject to a Purchase Money Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing (Maryland – Wicomico County) held by Truist Bank, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 186 (hereinafter referred to as “Mortgagee”);

WHEREAS, the Pohanka Kia Property consists of 108,315 +/- square feet of land as more particularly depicted on that certain plat entitled “Proposed Annexation” dated June 13, 2023 and prepared by Brian M. Dennis, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “Annexation Plat”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*); and

WHEREAS, the Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “Pohanka Kia Property Description”); and

WHEREAS, the Annexation Plat and Pohanka Kia Property Description further depicts all that certain portion of the public road right-of-way known as “Pine Way”, consisting of 6,980+/- square feet of land more or less. (The aforesaid public road right-of-way is hereinafter referred to as the “Pine Way ROW”); and

WHEREAS, the Annexation Plat and Pohanka Kia Property Description further depicts all that certain portion of the public road right-of-way known as “Maple Way”, consisting of 13,378+/- square feet of land of land more or less. (The aforesaid public road right-of-way is hereinafter referred to as the “Maple Way ROW”; the Pohanka Kia Property, the Pine Way ROW and the Maple Way ROW are hereinafter referred to collectively as the “Property”); and

WHEREAS, Zionroadtwo intends to construct upon the Property certain commercial buildings and associated site improvements consistent with the use of property located in the City’s General

Commercial zoning district, and as more fully set forth in the proposed plan for development of the Pohanka Kia Property as shown on the Existing Conditions Plan, Site Improvement Plan and Phasing Plan attached hereto and incorporated herein as *Exhibit C* (hereinafter collectively referred to as the “**Site Plan**”); and

WHEREAS, as set forth in the aforementioned Site Plan, Zionroadtwo intends to petition for annexation of the property immediately adjacent to the Property, which subsequent annexation will be treated entirely separate from that at issue herein; and

WHEREAS, all of the land which makes up the Property is located within Wicomico County, Maryland and outside the municipal boundaries of the City, and, therefore, the Property is ineligible to receive City services, including municipal water and sanitary sewer utility service, which Zionroadtwo desires to obtain for its development of the Property as aforesaid; and

WHEREAS, Crabfitzdealerships, LLC t/a Pohanka Kia of Salisbury, with the consent of and on behalf of Zionroadtwo, submitted a Petition for Annexation (the “**Petition**”), dated May 1, 2023, requesting the City annex the parcel of land which makes up the Property as contemplated herein; and

WHEREAS, the City is willing to annex the Property, provided Zionroadtwo agrees to adhere to all laws, ordinances and regulations of the City, and the provisions of this Agreement, regarding Zionroadtwo’s use and development of the Property; and

WHEREAS, appropriate and required public hearings on the proposed annexation of the Property have been held pursuant to all applicable state and local laws; and

WHEREAS, pursuant to the authority contained in MD Code, Local Government, § 4-101, et seq., the City and Zionroadtwo enter into this Agreement to set forth the terms and conditions of the proposed annexation of the Property and all annexation proceedings relating thereto.

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 are hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. Effective Date.

The effective date of this Agreement shall be the date upon which the Resolution approving the City’s annexation of the Property becomes effective (said Resolution is hereinafter referred to as the “**Annexation Resolution**”). The annexation of the Property shall not become effective unless and until all applicable appeal and referendum periods have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City’s annexation of the Property.

2. Warranties & Representations of the City.

(a) The City, the Salisbury-Wicomico County Planning Commission, and associated staff shall be guided by this Agreement, throughout the review of any and all development plans submitted for or relating to the Property or any portion thereof to ensure the provisions of this Agreement are specifically implemented. Any approval granted to or for a development plan for the Property or any portion thereof by any commission, board, body or agent of the City shall be in substantial compliance with all of the terms and conditions of this Agreement.

(b) The Parties expressly acknowledge and agree the City’s support for the annexation of the Property, as provided herein, is not intended, nor shall it be construed, to prohibit the City from enacting such future ordinances, charter provisions, engineering standards or any amendments thereto deemed necessary or appropriate 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 or any portion thereof, provided any such application does not operate to divest prior approvals, nor interfere with

Zionroadtwo's vested rights in and to the Property, or any portion thereof, to any extent greater than the impact of such ordinances and charter resolutions have upon other similarly-situated properties located within the municipal boundaries of the City.

3. Warranties & Representations of Zionroadtwo.

(a) This Agreement shall constitute the written consent of Zionroadtwo to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). Zionroadtwo requests the annexation in accordance with the Annexation Plat attached as *Exhibit A* and the Site Plan attached as *Exhibit C*. Zionroadtwo represents and warrants to the City that it has the full power and authority to sign this Agreement. Zionroadtwo further represents and warrants to the City that there is no action pending against, or otherwise involving, Zionroadtwo that would affect, in any way, the right and authority of Zionroadtwo to execute this Agreement.

(b) Zionroadtwo expressly acknowledges and agrees that it will receive a benefit from and upon the City's annexation of the Property; accordingly, by Zionroadtwo's execution of this Agreement, Zionroadtwo agrees, as a bargained-for condition for the City's annexation of the Property, to waive and relinquish any and all right it has or may have to withdraw its consent to the City's annexation of the Property or any portion thereof. Zionroadtwo shall not petition the Annexation Resolution to referendum and, in the event the Annexation Resolution is petitioned to referendum and Zionroadtwo is permitted to vote in such referendum, Zionroadtwo shall vote in favor of the Annexation Resolution.

4. Application of City Code and Charter; City Taxes.

From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter (the "**Charter**") and the Salisbury Municipal Code (the "**City Code**") shall have full force and effect within the Property, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Property, the Property shall be 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.

Upon the effective date of the Annexation Resolution, the Property shall be zoned General Commercial, as set forth in Chapter 17.36 of the City Code.

6. Municipal Services.

(a) Subject to the obligations of Zionroadtwo set forth in Section 9(f)(i)-(ii) hereof, the City agrees to provide all necessary municipal services required for Zionroadtwo's development of the Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services as generally available to City residents.

(b) With regard to public water and sewer allocation for the Property or any portion thereof, any allocation of public water or wastewater capacity and/or services shall be made by the City according to adopted allocation plans in effect at the time Zionroadtwo makes a request for such capacity and/or services.

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, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria, law or regulation shall apply.

8. City Boundary Markers.

(a) Zionroadtwo, at its sole cost and expense, shall install Boundary Markers at the boundary lines representing the enlarged City boundaries resulting from the City's annexation of the Property. Zionroadtwo shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the boundary lines, as aforesaid, within ninety (90) days of the expiration of the forty-five (45) day referendum period applicable to the Annexation Resolution.

(b) In the event Zionroadtwo fails to comply with its obligations under Section 8(a) hereof, then, upon the expiration of the ninety (90) day period set forth in Section 8(a), Zionroadtwo shall make payment to the City in the amount of either Ten Thousand Dollars and 00/100 (\$10,000.00) or the amount of the costs incurred by the City to perform the obligations of Zionroadtwo under Section 8(a), whichever is greater.

9. Development Considerations.

(a) **Fees & Costs.** Zionroadtwo expressly acknowledges and agrees that it shall make payment to the City for any and all fees, costs and/or expenses, including, but not limited to, legal fees, planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement, the preparation of the Annexation Resolution, the preparation of any other document(s) pertaining to the annexation of the Property, the publication of public notice(s) for the annexation of the Property, and any other matter relating to or arising from the annexation of the Property, as determined by the City in its sole discretion. The City shall invoice Zionroadtwo for all costs to be paid by Zionroadtwo under this Section 9(a) and Zionroadtwo shall make payment to the City for all such amounts within fifteen (15) days of Zionroadtwo's receipt of any such invoice from the City.

(b) **Development of Property.** Zionroadtwo shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City's General Commercial zoning district.

(c) **Contribution to Area Improvement.** Zionroadtwo agrees to install ADA-accessible sidewalks, curbs, gutters and City standard street lights along the full public road frontage of the Property, including but not limited to the portions of the Property fronting on Pine Way and Maple Way, and to install pedestrian walkways within the Property in such manner and to such extent as determined necessary and appropriate by the City's Department of Infrastructure and Development.

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

(i) Zionroadtwo shall pay to the City a non-refundable development assessment in the amount of Six Thousand Dollars (\$6,000.00) (the "**Development Assessment**"). Zionroadtwo expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement. **The City hereby acknowledges its receipt of said Development Assessment.**

(ii) In the event Zionroadtwo fails to pay the Development Assessment to the City in accordance with the terms of Section 9(d)(i), the Development Assessment 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, Zionroadtwo shall make payment of the Development Assessment,

including all late charges incurred thereon, if any, to the City, prior to the City's issuance of any permit for or relating to any development of the Property.

- (iii) The Parties expressly acknowledge and agree 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 in the City. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against Zionroadtwo or the Property in accordance with the terms and conditions of this Agreement and/or pursuant to any law or regulation applicable to the Property and/or the development thereof.

(e) **Community & Environmental Design.** Zionroadtwo expressly acknowledges and agrees that any development plan for the Property shall: feature strong pedestrian, functional and visual relationships from the street and sidewalk to the front entrance of each structure constructed at or upon the Property; include enhanced site landscaping which recognizes and otherwise displays the "gateway" character of the Property; and, provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Property and the residentially zoned properties adjoining portions of the Property.

(f) **Public Utility Improvements & Extensions.**

- (i) The Parties expressly acknowledge and agree that extensions of public water and sanitary sewer utilities will be necessary to meet the utility service requirements for and within the Property. Accordingly, the Parties expressly acknowledge and agree that Zionroadtwo shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, such public water and sanitary sewer utility extension(s), including water and sewer main(s), trunk line(s), fire hydrant(s) and appurtenant facilities, required or imposed to serve the development or redevelopment of, or any other site improvements to or for, the Property or any portion thereof, in accordance with the City's standards and specifications. **Owner shall extend water and sewer from existing infrastructure through the far boundary of the Property, the location of which is to be determined at the time of the Salisbury-Wicomico County Planning Commission development plan review and approval. The extension of water and sewer shall be an express condition of approval of any development plan submitted to the Planning Commission subsequent to the date of this Agreement.**
- (ii) In addition to the provisions set forth in Section 9(f)(i), Zionroadtwo's design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the Property shall be governed by the terms and conditions of a Public Works Agreement, by and between Zionroadtwo and the City (the "PWA"), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective, with the express agreement that execution of the PWA by the Parties will not be unreasonably conditioned, withheld or delayed; provided, however, no permit may be issued to Zionroadtwo, or any party acting on its behalf, for any work associated with Zionroadtwo's development of the Property, or any portion thereof, until the PWA has been executed by the Parties.

10. Record Plat.

Zionroadtwo shall provide the City with a copy of the final record plat for any development of, on or within the Property.

11. Notices.

All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof: (1) when delivered in person on a business day at the address set forth below; (2) on the third (3rd) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (3) 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 Zionroadtwo shall be addressed to, and delivered at, the following addresses:

Zionroadtwo, LLC
c/o Jimmy Robinson, CFO
~~2010 N. Salisbury Blvd.~~ 25260 PLEASANT VALLEY ROAD
~~Salisbury, MD 20801~~ CHANTILLY, VA 20152

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

City of Salisbury
c/o ~~Richard Baldwin~~ Amanda Rodriguez
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

12. Future Uses of Annexation Property.

Zionroadtwo expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development of the Property 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 General Commercial zoning district. Development of the Property shall be subject to, and must comply with, any and all applicable capacity fees and/or impact fees established by the City and/or Wicomico County existing as of the effective date of the Annexation Resolution, subject to any amendments thereto as approved by the City and/or Wicomico County from time to time. The Parties expressly acknowledge and agree that this Agreement, or any of the terms set forth herein, shall not, in any way, constitute, or otherwise be construed as, an approval for any specific development on or within the Property or any portion thereof; nor shall this Agreement or any of its terms constitute or otherwise be construed as a waiver by the City of any fee(s) or charge(s) associated with or arising from Zionroadtwo's development and/or use of the Property or any portion thereof.

13. 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, to limit the operation of the City government or to guarantee the outcome of any administrative process. Unless otherwise expressly set forth in this Agreement or in any other subsequent agreement entered into by the Parties, 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 and/or addenda 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 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 it is given.

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

(f) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in 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 hereto, any successor municipal authority of the City and/or any 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 Zionroadtwo, without the consent of the City or any of its elected officials, employees or agents, to any purchaser of the Property or any portion thereof; provided, however, any transfer of all or a portion of the Property shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Zionroadtwo 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 set forth herein, as if such transferee or pledgee was a party to this Agreement. Zionroadtwo shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Zionroadtwo of any of its interests in and to the Property or any portion thereof.

(i) **Express Condition.** The obligations of Zionroadtwo under this Agreement shall be contingent upon the annexation of the Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of Zionroadtwo independent of its ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, the obligations of Zionroadtwo under Section 9(a) hereof shall not be contingent or otherwise conditioned upon annexation of the Property and shall be binding upon and enforceable against Zionroadtwo, its successors, representatives and assigns, 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 hereto and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits, schedules and/or addenda 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 Zionroadtwo. This Agreement, and all of the terms contained herein, shall run with the Property and be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and/or assigns.

(l) **No Reliance.** Each party to this Agreement, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation(s) or statement(s), whether express or implied, 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.** The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held 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 any party against any 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, provided the Annexation Resolution becomes effective, the Parties shall have the right to enforce this Agreement by an action for specific performance.

(q) **Survival.** The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the City's annexation of the Property or any portion thereof.

(r) **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.

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

(t) **Cooperation.** The Parties hereto agree that each will cooperate with the other to the extent necessary to facilitate the issuance of any and all required permits from any non-party government agency for Zionroadtwo's development of the Property.

(u) **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 Agreement as of the day and year first above written.

ATTEST/WITNESS:

"ZIONROADTWO":

ZIONROADTWO, LLC

[Handwritten signature]

By: *[Handwritten signature]* (Seal)
Authorized Representative

William Benjamin Kamm

ANGELIA N DONALDS
NOTARY PUBLIC
WICOMICO COUNTY
MARYLAND
MY COMMISSION EXPIRES 11/7/2027

Almalda

THE "CITY":

CITY OF SALISBURY, MARYLAND

By: _____ (Seal)
Randolph J. Taylor, Mayor

CONSENTED TO BY "MORTGAGEE":

TRUIST BANK

See notary block

By: *[Handwritten signature]* (Seal)
Authorized Representative

STATE OF Maryland, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of May, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William Benjamin Kamm who acknowledged himself to be an Authorized Representative of Zionroadtwo, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of Zionroadtwo, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Laura A. Bennett
NOTARY PUBLIC
My Commission Expires: 9/15/27

LAURA A BENNETT
Notary Public - State of Maryland
Wicomico County
My Commission Expires Sep 15, 2027

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RANDOLPH J. TAYLOR, who acknowledged himself to be the MAYOR of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

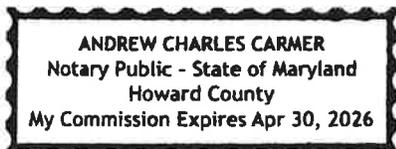
STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9TH day of MAY, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BRIAN FRANK, who acknowledged himself to be an Authorized Representative of Truist Bank, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of Truist Bank for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



NOTARY PUBLIC
My Commission Expires: 4/30/2026

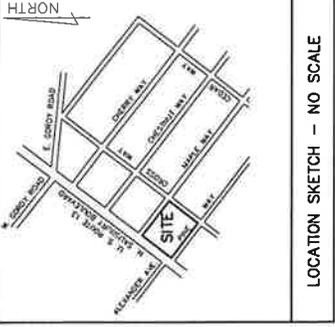


CERTIFICATION BY ATTORNEY

I hereby certify that I am an attorney admitted to practice before the Maryland Supreme Court, and that the foregoing instrument was prepared under my supervision.

HEATHER R. KONYAR, ESQUIRE

EXHIBIT A



LOCATION SKETCH - NO SCALE



GENERAL NOTES

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

REVISED

ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
L1	N 08°10'15" W	42.50'
L2	N 08°10'15" W	42.50'
L3	N 35°32'20" E	239.46'
L4	N 81°38'50" E	42.43'
L5	S 83°14'00" E	46.00'
L6	S 83°14'00" E	334.44'
L7	S 35°38'20" W	371.54'
L8	N 49°38'00" W	335.17'

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

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

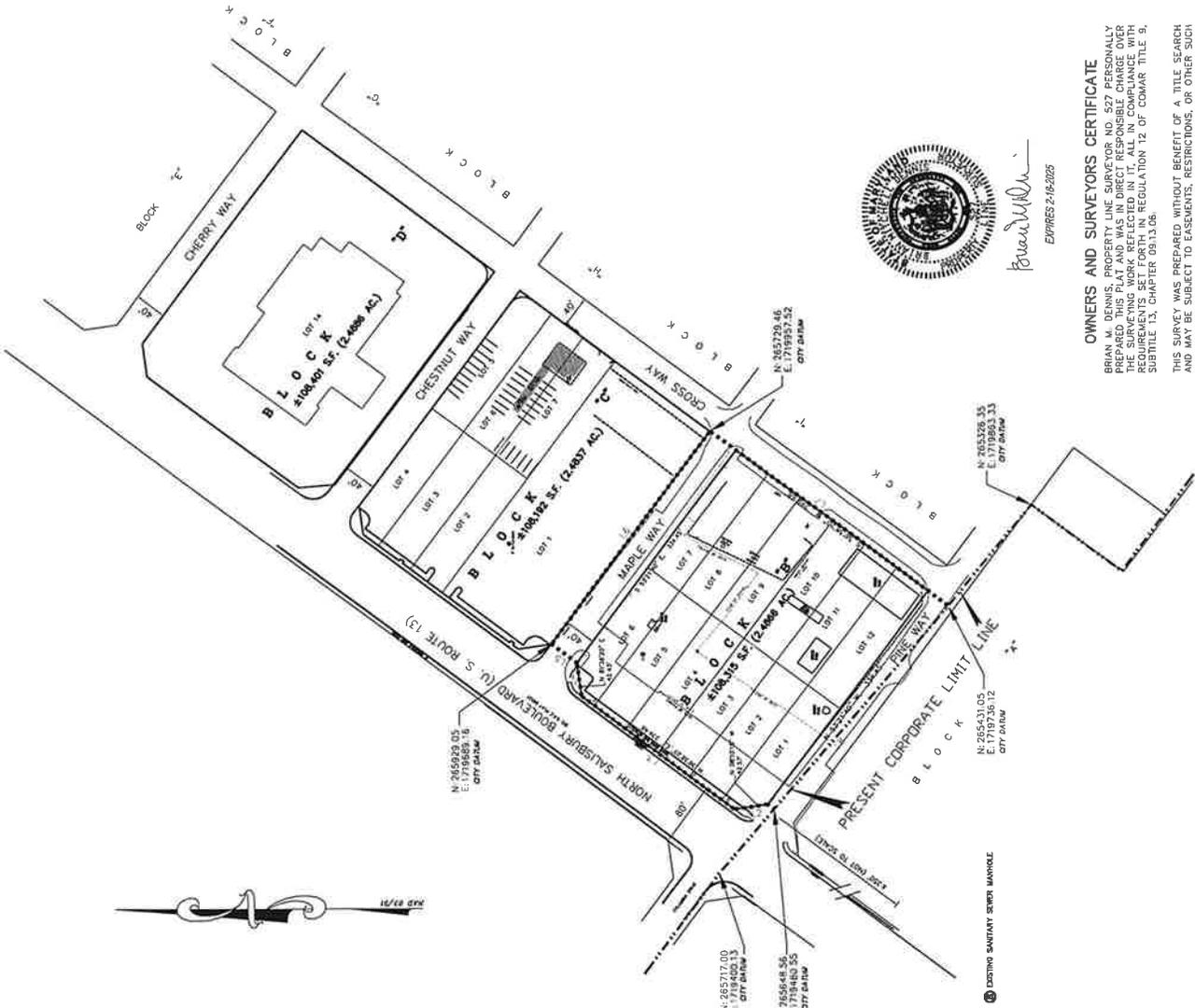
ZIONROADTWO LLC

PROPOSED ANNEXATION

SCALE	1" = 100'	DATE	13 JUNE 2023
DEED REF.	5159/715 P. 9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	BLOCK "B"
COUNTY	WCDMCO	DISTRICT	PARSONS NO. 5
TAX MAP NO.	29	PARCEL	17
F.I.R.M. MAP NO.	2404520114E	ZONING	SEE GENERAL NOTE 3
PREDI. NO.	10-033-20	FLOOD HAZARD ZONE	X
		SURV./DR	BMD FB/p114/50

BRIAN M. DENNIS

LAND SURVEYING & SITE PLANNING
 30219 Zion Road - Salisbury, MD 21804
 Telephone 443-783-4861
 E-mail: surveyor527@gmail.com



Brian M. Dennis
 EXPIRES 2-15-2025

OWNERS AND SURVEYORS CERTIFICATE

BRIAN M. DENNIS, PROPERTY LINE SURVEYOR NO. 527 PERSONALLY MADE A FIELD SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE SURVEYING WORK REFLECTED THEREON IS IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09.13.06.
 THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER SUCH CONDITIONS NOT FOUND IN CURRENT DEEDS OF RECORD.

EXHIBIT B

PINE WAY – POHANKA KIA

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

Annexation containing 2.954 acres, more or less.

EXHIBIT C

EXHIBIT 6

**ANNEXATION PLAN
FOR THE
PINE WAY – POHANKA KIA ANNEXATION
TO THE CITY OF SALISBURY**

October 23, 2024

This Annexation Plan is consistent with the Municipal Growth Element of the 2010 Comprehensive Plan adopted by the City of Salisbury. The following are milestones in the public review and consideration of the proposed Annexation which is the subject of this Annexation Plan:

At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on _____, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) originally submitted by Safford Automotive Group on November 1, 2021 and later confirmed by a successor in interest, Crabfitzdealerships, LLC t/a Pohanka Kia of Salisbury, on behalf of and with the consent of Zioroadtwo LLC (“**Zionroadtwo**”), which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of lands:

- All that certain real property consisting of approximately 52,815 square feet of land, more or less, having a premises address of 1911 N. Salisbury, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-063205 (“**Lot 1**”), and that certain real property consisting of approximately 55,500 square feet of land, more or less, having a premises address of Cross Way, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-063213 (“**Lot 7**”), the said Lots 1 and 7 collectively being all that same real property identified as Map 0029, Grid 0023, Parcel 0017 on the Tax Records of the State of Maryland, and further being, in all respects, a portion of that real property described in a Deed, dated August 1, 2022, from Gramm Salisbury Properties, LLC to Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 175 (Lot 1 and Lot 7 are hereinafter referred collectively as the “**Pohanka Kia Property**”); the Pohanka Kia Property consists of 108,315 +/- square feet of land as more particularly depicted on that certain plat entitled “Proposed Annexation” dated June 13, 2023 and prepared by Brian M. Dennis, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*); and
 - All that certain portion of the public road right-of-way known as “Pine Way”, consisting of 6,980+/- square feet of land more or less and being that same public right-of-way more particularly depicted on the attached *Exhibit A*. (The aforesaid public road right-of-way is hereinafter referred to as the “**Pine Way ROW**”); and
 - All that certain portion of the public road right-of-way known as “Maple Way”, consisting of 13,378+/- square feet of land of land more or less and being that same public right-of-way more particularly depicted on the attached *Exhibit A*. (The aforesaid public road right-of-way is hereinafter referred to as the “**Maple Way ROW**”; the Pohanka Kia Property, the Pine Way ROW and the Maple Way ROW are hereinafter referred to collectively as the “**Property**”).
- At the December 16, 2021 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Property (as submitted by a predecessor-in-

interest to Petitioner) and approved a favorable recommendation to the City for the proposed zoning of the Property.

- On _____, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City's annexation of the Property (said Resolution is hereinafter referred to as the "**Annexation Resolution**"), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City's annexation of the Property, as requested by the Annexation Petition submitted by Crabfitzdealerships, LLC t/a Pohanka Kia of Salisbury on behalf and with the consent of Zionroadtwo. Furthermore, at the _____ Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

1.0. GENERAL INFORMATION AND DESCRIPTION OF PROPERTY.

1.1. Petitioner for Annexation of the Property. Zionroadtwo is the Petitioner for annexation of the Property. Zionroadtwo, or its fully authorized agent, will perform all functions, including but not limited to appearing before all state and municipal bodies, in order to effectuate the annexation.

1.2. Location. The Property is located as follows: (a) The Pohanka Kia Property is located on the easterly side of U.S. Route 13, the northerly side of Pine Way, the westerly side of Cross Way, and the southerly side of Maple Way; the Pohanka Kia Property is located at the western limits of Salisbury; and (b) The Pine Way ROW is located as on the westerly side of U.S. Route 13, as more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit A*; and (c) The Maple Way ROW is also located as on the westerly side of U.S. Route 13, as more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit A*.

1.3. Property Description; Reason for the Annexation Petition.

- (a) The Pohanka Kia Property consists of 2.95 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the "**Pohanka Kia Property Description**").
- (b) Lot 1 of the Pohanka Kia Property is unimproved. Lot 7 is improved with a 3,600 square foot warehouse built in 1950. (See *Exhibit A*.) The warehouse on the Pohanka Kia Property is served by a separate, independent sewage disposal system. As set forth below, the Annexation Petition submitted by Crabfitzdealerships, LLC t/a Pohanka Kia of Salisbury on behalf of Zionroadtwo arises exclusively from the proposed plan for development of the Pohanka Kia Property as shown on the Existing Conditions Plan, Site Improvement Plan, and Phasing Plan attached hereto and incorporated herein as *Exhibit C* (the "**Site Plan**").
- (c) The Pine Way ROW consists of 6,980 +/- square feet of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the Pine Way ROW shall be upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, curbs, gutters, ADA-accessible sidewalk(s), street lights, and on-street parking. All upgrades made to the Pine Way ROW, as aforesaid, shall be performed by the City at the sole cost and expense of Zionroadtwo as provided in the Annexation Agreement by and between the City and Zionroadtwo.
- (d) The Maple Way ROW consists of 13,378 +/- square feet of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the Maple Way ROW shall be upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, curbs, gutters, ADA-

accessible sidewalk(s), street lights, and on-street parking. All upgrades made to the Maple Way ROW, as aforesaid, shall be performed by the City at the sole cost and expense of Zionroadtwo as provided in the Annexation Agreement by and between the City and Zionroadtwo.

1.4. Existing Zoning. All of the Pohanka Kia Property is currently zoned C-2 General Commercial under the Wicomico County Code. The property adjacent to the Pohanka Kia Property at issue herein is identified as: Map 0103, Grid 0018, Parcel 2363 (the “Carmax Property”). The Carmax Property is located within the municipal limits of the City and is zoned “General Commercial” under the City of Salisbury City Code (the “City Code”).

2.0. LAND USE PATTERN PROPOSED FOR THE PROPERTY.

2.1. Comprehensive Plan.

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the “**Comprehensive Plan**”). The Comprehensive Plan sets forth the land use polices for all lands located within the City’s municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan. The Property is located within the City’s designated Municipal Growth Area.
- (b) With respect to the City’s annexation of property, the goal of the City’s Comprehensive Plan is: “to encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

2.2. Proposed Zoning for Property. Upon its annexation, the Pohanka Kia Property is proposed to be zoned as “General Commercial”. Per Section 17.36 of the City Code, the purpose of the “General Commercial” zoning district is: “to provide a wide range of functional and attractive regional retail, office, service, wholesale, storage, distributing and light manufacturing activities. To alleviate problems with traffic congestion and unnecessary turning movements, unified access and consolidation of businesses are encouraged. Because of the potential impact of these types of activities, special landscaping and screening requirements are established for certain use.”

2.3. Proposed Land Use for Property. The Pohanka Kia Property will be redeveloped with an automotive retail and service use. As set forth in Section 1.3(b) of this Annexation Plan, the Pohanka Kia Property is improved by a warehouse. Upon its annexation, the proposed Pohanka Kia Property redevelopment will consist of demolishing the warehouse and constructing an automobile sales and service facility.

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

3.1. Roads. Currently, and following its annexation by the City, the Pohanka Kia Property can be accessed by U.S. Route 13, a state highway, Pine Way, a County Road and Maple, a County Road. As provided in Section 1.3(c), all that certain area shown as the Pine Way ROW on the Annexation Plat (*see Exhibit A*) shall be annexed by the City and, in accordance therewith, become a City Road. As further provided in Section 1.3(d), all that certain area shown as the Maple Way ROW on the Annexation Plat (*see Exhibit A*) shall be annexed by the City and, in accordance therewith, become a City Road.

3.2. Water and Wastewater Treatment. In keeping with its redevelopment plan, Zionroadtwo’s redevelopment of the Property will create a demand of about 4,250 gallons per day. Zionroadtwo, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Property, as

directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Property.

3.3. Schools. The Property is and will be subject to automotive retail and service use only and will not generate any pupil enrollment, and therefore will have no impact on school capacity.

3.4. Parks and Recreation. The City's annexation of the Property will have no impact on park and recreational facilities, nor will it generate a demand for park and recreational facilities.

3.5. Fire, E.M., and Rescue Services. The City of Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services (collectively "**fire and emergency services**") to residents of the Salisbury Fire District. The Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the Property after its annexation into the City.

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

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

3.8. Waste Collection. Commercial development in the City of Salisbury is served by independent waste haulers.

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

The City's annexation of the Property is consistent with applicable Maryland and local law. The Property is located along and is immediately adjacent to U.S. Route 13 on the western side of the City of Salisbury. Zionroadtwo's proposed commercial use (automotive retail and service) at the Pohanka Kia Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by Zionroadtwo, requesting the City annex the Property, arises exclusively from the need to serve the Property with public water and sewer utilities for and in connection with Zionroadtwo's proposed development of the Property, as shown on the Site Plan attached hereto and incorporated herein as *Exhibit C*.

EXHIBIT A



LOCATION SKETCH - NO SCALE



GENERAL NOTES

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

REVISED

ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
1	N 89° 10' 15" W	43.50'
2	N 89° 10' 15" W	43.50'
3	N 89° 10' 15" W	43.50'
4	N 89° 10' 15" W	43.50'
5	N 89° 10' 15" W	43.50'
6	N 89° 10' 15" W	43.50'
7	N 89° 10' 15" W	43.50'
8	N 89° 10' 15" W	43.50'
9	N 89° 10' 15" W	43.50'
10	N 89° 10' 15" W	43.50'
11	N 89° 10' 15" W	43.50'
12	N 89° 10' 15" W	43.50'
13	N 89° 10' 15" W	43.50'
14	N 89° 10' 15" W	43.50'
15	N 89° 10' 15" W	43.50'
16	N 89° 10' 15" W	43.50'
17	N 89° 10' 15" W	43.50'
18	N 89° 10' 15" W	43.50'

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

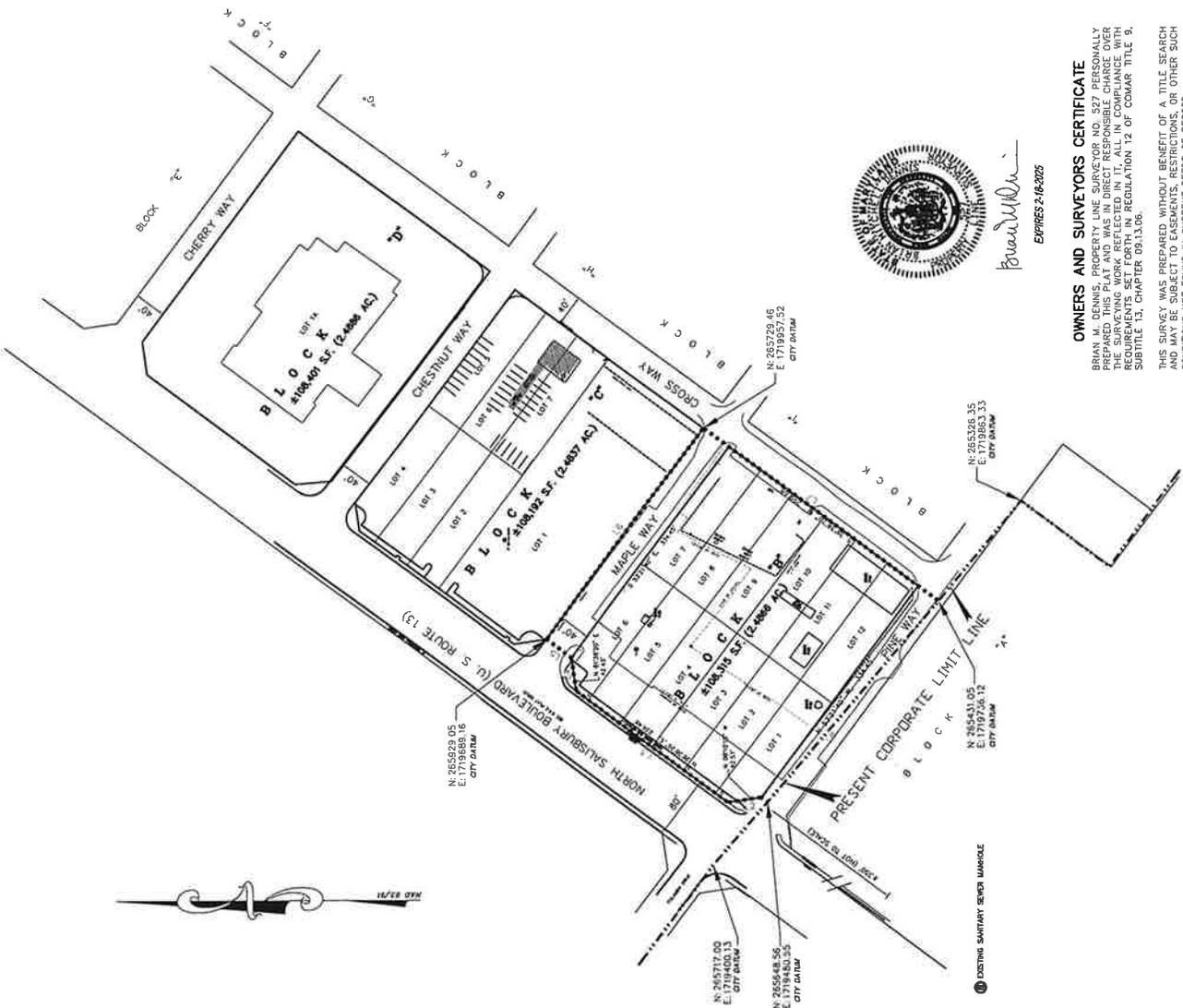
ANNEXATION PLAT OF BLOCK "B"
MAPLE PLAINS
 N. SALSBURY BOULEVARD - SALSBURY MARYLAND
 FOR

ZIONROADTWO LLC

PROPOSED ANNEXATION

SCALE	1" = 100'	DATE	13 JUNE 2023
DEED REF.	5155/175 P. 9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	BLOCK B
COUNTY	WICOMICO	DISTRICT	PARSONS NO. 5
TAX MAP	29	PARCEL	17
F.I.R.M. MAP NO.	240450014E	ZONING	SEE GENERAL NOTE 3
PROJ. NO.	10-033-20	SURV/DR.	BUO FB/PA 114/250

BRIAN M. DENNIS
 LAND SURVEYING & SITE PLANNING
 30319 Zion Road - Solisbury, MD 21804
 Telephone 443-785-4861
 E-mail: surveyor527@gmail.com



Brian M. Dennis
 EXPIRES 2-16-2025

OWNERS AND SURVEYORS CERTIFICATE

BRIAN M. DENNIS, PROPERTY LINE SURVEYOR NO. 527 PERSONALLY AND PERSONALLY ASSISTED BY THE SURVEYORS, HAVE EXAMINED THE SURVEYING WORK REFLECTED IN IT, ALL IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 0913.06.
 THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER SUCH CONDITIONS NOT FOUND IN CURRENT DEEDS OF RECORD.

EXHIBIT B

PINE WAY – POHANKA KIA

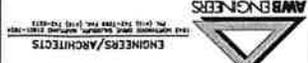
Beginning for the same at a point being North forty-nine degrees thirty-six minutes zero seconds West (N 49° 36' 00" W) a distance of zero decimal four, two (0.42) feet from a corner of the existing Corporate Limits Line of the City of Salisbury, MD (X 1,207,310.26 Y 204,683.73), being on the said Corporate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

Annexation containing 2.954 acres, more or less.

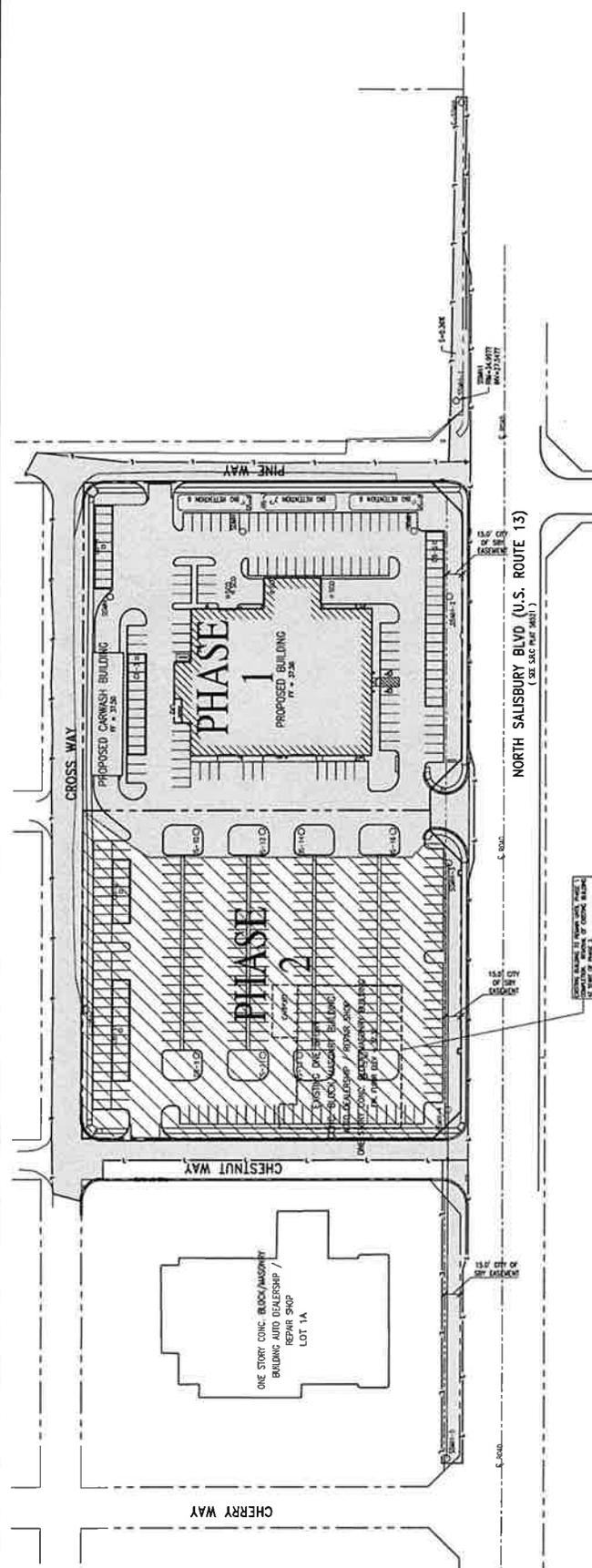
EXHIBIT C

THIS DOCUMENT IS THE PROPERTY OF POHANKA KIA. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR DISTRIBUTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF POHANKA KIA IS STRICTLY PROHIBITED. POHANKA KIA ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR ANY INVESTMENT OR FINANCIAL DECISION. POHANKA KIA ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT.

2023 POHANKA KIA
SAUSBURY, MARYLAND
PHASING PLAN



DATE	BY	CHK'D BY	DESCRIPTION
11 DEC 23	QJT	QJT	REVISION



PHASING PLAN
SCALE: 1" = 30'





Infrastructure and Development Staff Report December 16, 2021

I. BACKGROUND INFORMATION:

Project Name: Safford Kia Annexation

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

Infrastructure and Development Case No.: 202101221

Nature of Request: Zoning Recommendation for Annexation

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

Requested Zoning District: General Commercial

II. SUMMARY OF REQUEST:

A. Introduction:

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

B. Area Description:

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

III. ZONING ANALYSIS:

A. Existing Zoning:

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

B. County Plan.

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

C. Zoning for Annexed Areas.

1. Introduction.

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

2. Adopted Plans.

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

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

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



3. Maryland Law.

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

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

IV. DEVELOPMENT SCENARIO:

A. Proposed Use:

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

B. Access:

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

C. Configuration and Design:

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

D. Estimated Development Impacts:

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

V. ZONING RECOMMENDATION:

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned C-2 General Commercial in the County.

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

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

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



November 1st, 2021

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

Dear Mr. Holland,

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

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

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

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

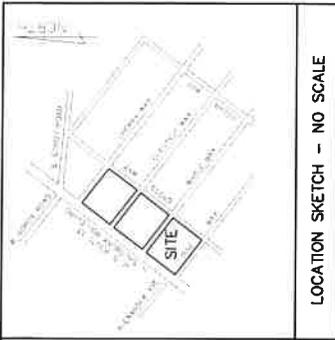
Thanks so much for your consideration and we look forward to working with the City of Salisbury on this project.

Sincerely,

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

Dwight Ellis
Project Manager
Safford Auto Group





LOCATION SKETCH - NO SCALE



GENERAL NOTES

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

LINE	BEARING	DISTANCE
1	N 30° 30' 20" E	9.180
2	N 05° 00' 15" W	52.577
3	N 81° 38' 30" E	242.433
4	N 30° 30' 20" E	40.000
5	S 85° 20' 30" W	371.751

ANNEXATION LINE TABLE

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

FOR

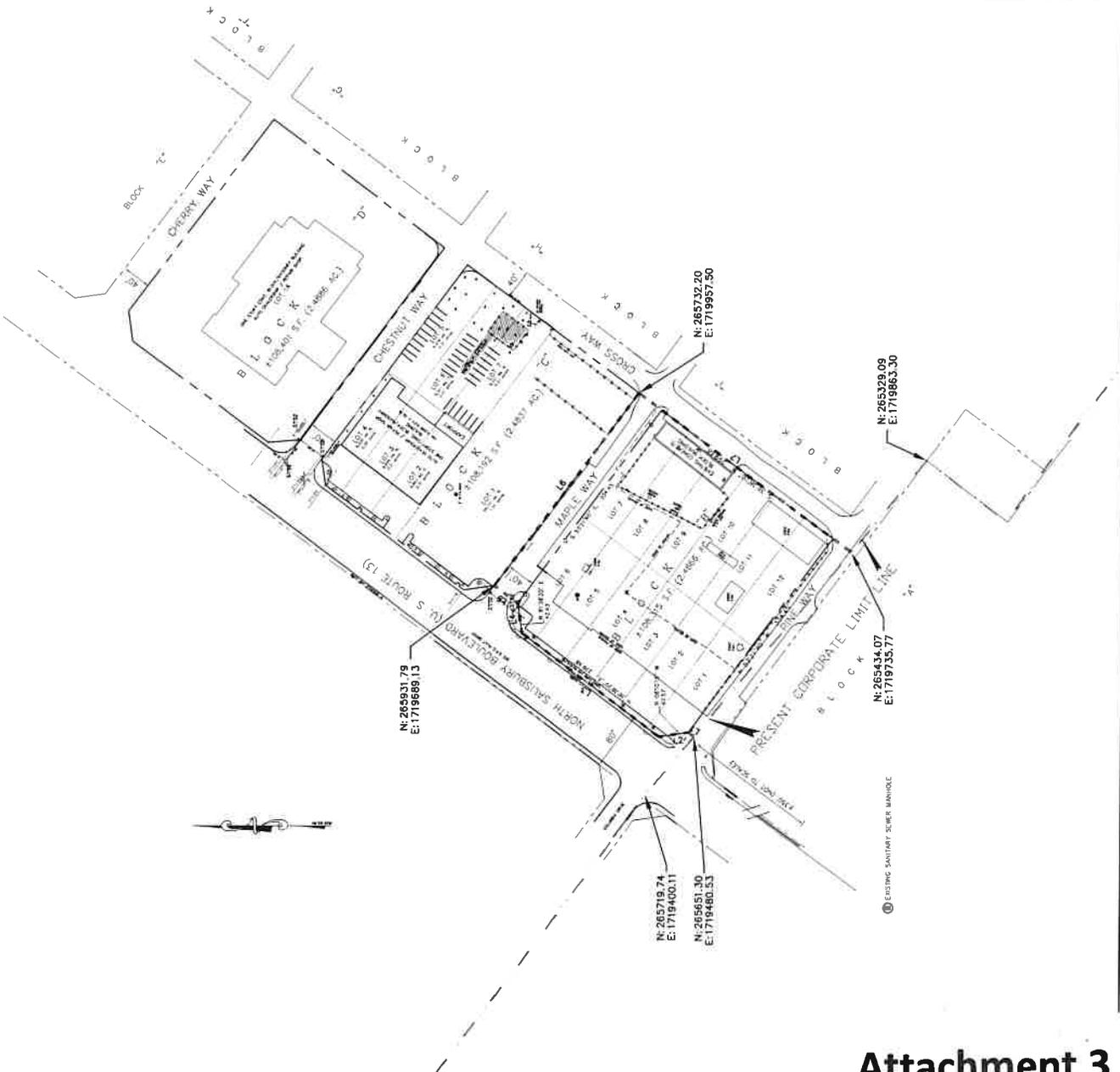
GRAMM SALISBURY PROPERTIES LLC

PROPOSED ANNEXATION

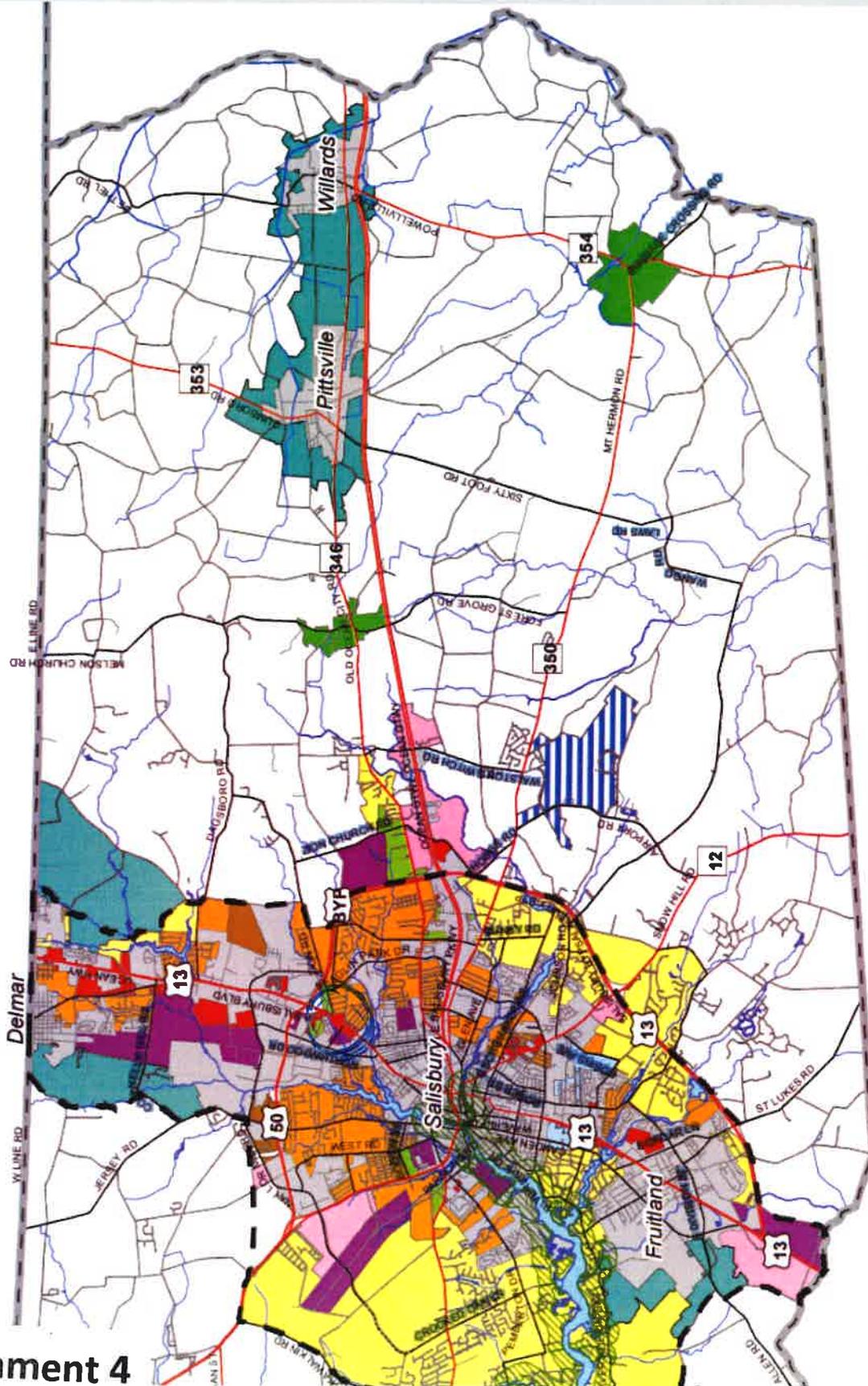
SCALE	1" = 100'	DATE	1 NOVEMBER 2021
DEED REF.	4336/21 P. 7,8,9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	BLOCK B
COUNTY	WCOMCO	DISTRICT	PARSONS NO.5
TAX MAP	29	PARCEL	17
F.L.R.M. MAP NO.	240450014E	ZONING	SEE GENERAL NOTE 3
PROJ. NO.	10-033-20	SURV/DRAW	BMD FB/11/20

BRIAN M. DENNIS

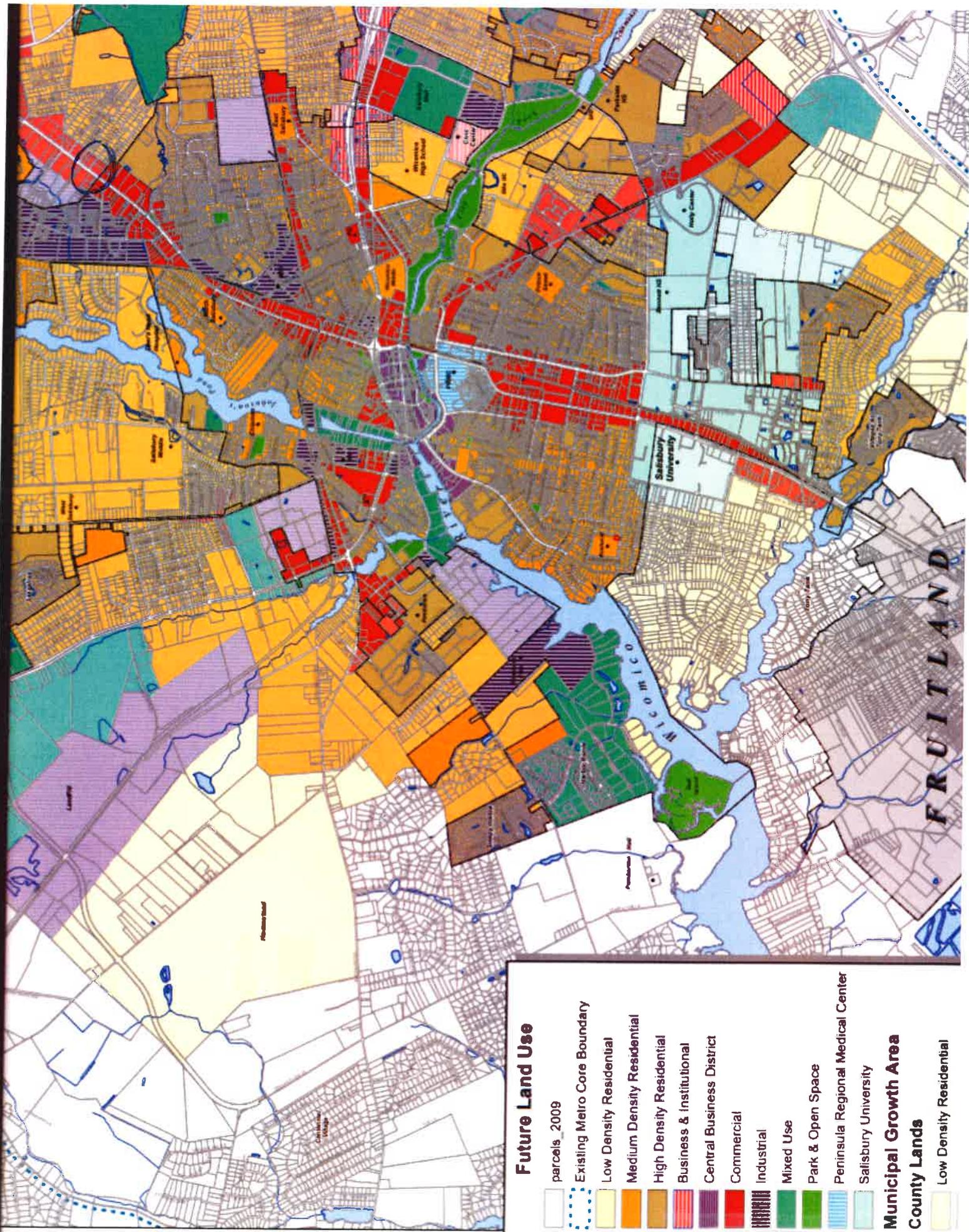
LAND SURVEYING & SITE PLANNING
 30319 Zion Road - Salisbury, MD 21804
 Telephone 443-783-4861

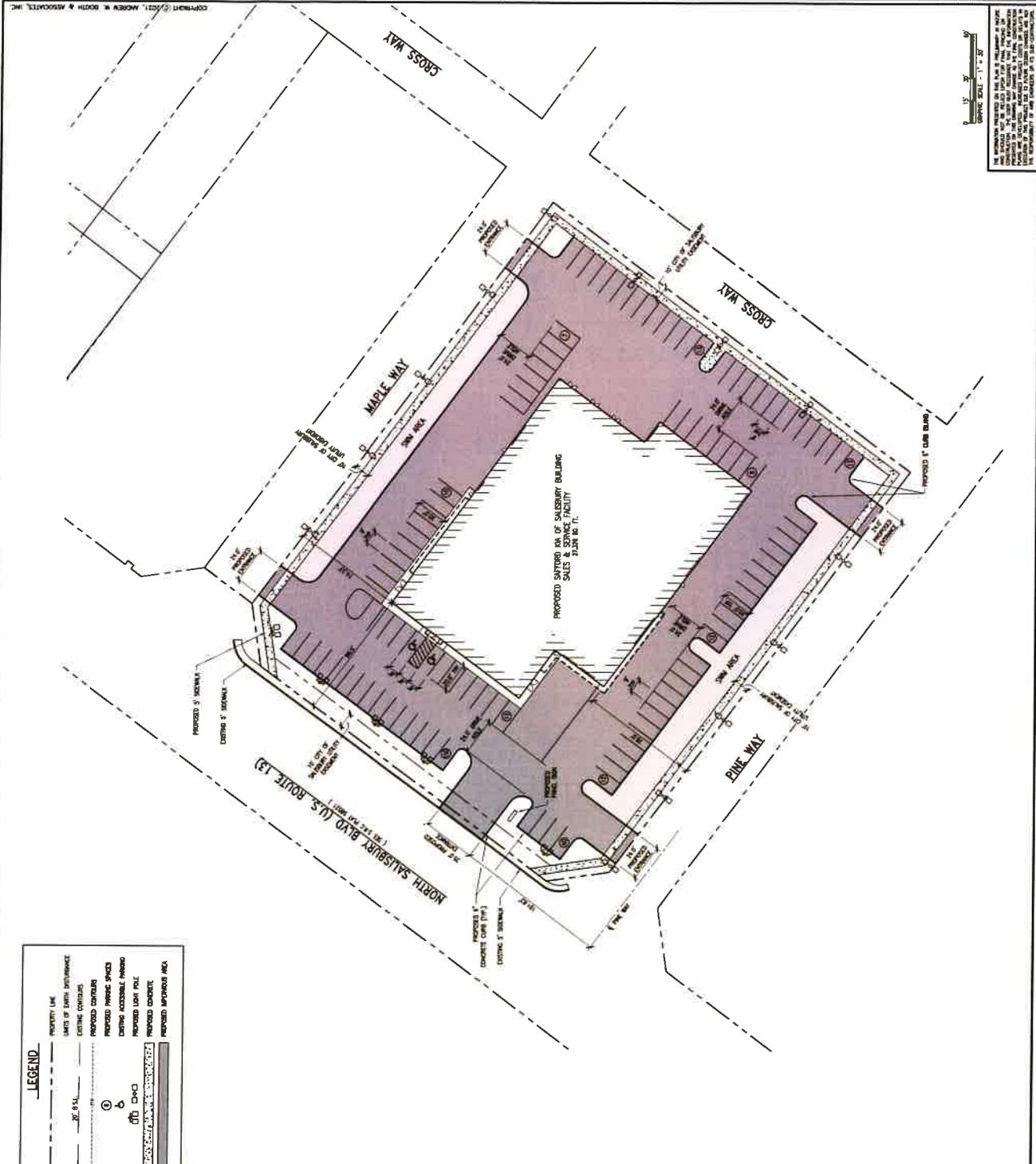


- Airport
- Commerc
- Industrial
- Light Bus
- Low Deni
- Medium I
- High Den
- Municipal
- Salisbury
- Town Tra
- Urban Cc
- Rural Villi



Attachment 4





LEGEND

- PROPERTY LINE
- LIMITS OF EXIST. UTILITIES
- EXISTING CONTIGUOUS
- PROPOSED CONTIGUOUS
- PROPOSED PARKING SPACES
- EXISTING ACCESSIBLE PARKING
- PROPOSED LIGHT POLE
- PROPOSED CONCRETE
- PROPOSED IMPROVED AREA

VICINITY MAP SCALE: 1"=400'

OWNER/ARCHITECTS
 ALLIUM ENGINEERING
 7811 LINDALE ROAD
 SALISBURY, MD 21810
 410-541-2020
 jay@allium-engineering.com (JAY)

DESIGNEE
 JAMES L. SMITH, P.E.
 1845 SOUTHWOOD DRIVE
 SALISBURY, MARYLAND 21811
 jsmith@smith-engineers.com (JAY)

ARCHITECTURE
 CHRIS KENNELLY
 FLEMING ARCHITECTURE, INC.
 1000 W. MARKET STREET, SUITE 107
 SALISBURY, MD 21801
 chris@flemingarchitect.com (JAY)

PROJECT ADDRESS
 1813 N. SALISBURY BLVD
 SALISBURY, MD 21810

TRAFFIC
 0039-0023-0013, BLOCK B, LOT 1 (LOTS 1-13)
 0039-0023-0013, BLOCK B, LOT 7 (LOTS 7-12)

LAND AREA
 (LOT 1) 1.29 ACRES / 55,830 SQ. FT.
 (LOT 7) 1.27 ACRES / 55,000 SQ. FT.

BUILDING AREA
 21,328 SQ. FT.

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

TOWNSHIP
 CENTRAL MARYLAND COUNTY
 PROPOSED CITY OF SALISBURY

PROPOSED ZONING
 C-2 (CENTRAL COMMERCIAL DISTRICT)
 IC (CENTRAL COMMERCIAL DISTRICT)

PROPOSED PARKING
 48 SPACES + 20 ACCESSIBLE SPACES
 100 (EXISTING) PARKING & SERVICE VEHICLES
 ACCESSIBLE SPACES:
 (1) 200 SQ. FT. (MIN. 1100 SQ. FT.) = 20 SPACES
 (2) 1,200 SQ. FT. (MIN. 3,400 SQ. FT.) = 10 SPACES
 (3) 3,000 SQ. FT. (MIN. 8,400 SQ. FT.) = 5 SPACES
 (4) 5,000 SQ. FT. (MIN. 14,000 SQ. FT.) = 3 SPACES
 (5) 10,000 SQ. FT. (MIN. 28,000 SQ. FT.) = 2 SPACES
 (6) 20,000 SQ. FT. (MIN. 56,000 SQ. FT.) = 1 SPACE
 TOTAL SPACES = 48 SPACES + 20 SPACES = 68 SPACES

PROPOSED LIGHTING
 4300' FT. x 7.5' DP
 317 / 19

NOTES
 1. ALL DIMENSIONS SHOWN FROM EXISTING OR PROPOSED CORNERS UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHOWN FROM EXISTING OR PROPOSED CORNERS UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHOWN FROM EXISTING OR PROPOSED CORNERS UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHOWN FROM EXISTING OR PROPOSED CORNERS UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHOWN FROM EXISTING OR PROPOSED CORNERS UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS SHOWN FROM EXISTING OR PROPOSED CORNERS UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS SHOWN FROM EXISTING OR PROPOSED CORNERS UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS SHOWN FROM EXISTING OR PROPOSED CORNERS UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS SHOWN FROM EXISTING OR PROPOSED CORNERS UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS SHOWN FROM EXISTING OR PROPOSED CORNERS UNLESS OTHERWISE NOTED.

Attachment 7



Safford KIA of Salisbury, MD

Exterior





Safford KIA of Salisbury, MD

Interior - Showroom



**NOTICE OF ANNEXATION
TO THE CITY OF SALISBURY**

Pohanka – Pine Way Annexation

A certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury, to be known as the “Pohanka – Pine Way Annexation ” which includes two lots totaling 111,000 sq. ft. which together are on the East side of and binding on U.S. Route Rt. 13, from Pine Way to Maple Way, extending East to Cross Way.

NOTICE is hereby given by the Council of the City of Salisbury that, on March 10, 2025, Resolution No. 3382 and Resolution No. 3383 were introduced at a regular meeting of the Council of the City of Salisbury proposing that the boundaries of the City of Salisbury be changed to annex that area identified as the “Pohanka – Pine Way Annexation”, together with all property in said area shall be subject to the Charter, Ordinances, Resolutions, Rules, Regulations, Annexation Plan, Pre-Annexation Agreement, and Annexation Agreement of the City of Salisbury.

NOTICE is hereby given by the Council of the City of Salisbury that the Council will hold a public hearing on said Resolutions for the proposed annexation on Monday, April 14, 2025, at 6:00 p.m. in the Council Chambers, City-County Office Building, Salisbury, Maryland, and all interested persons are invited to attend such public hearing and present their views.

The proposed conditions of annexation are as follows:

- A. Subject to connection to City water and sewer systems pursuant to City Policy;
- B. Zoning will be General Commercial;
- C. Subject to the provisions of the Annexation; and Agreement and all provisions of the above referenced Resolutions.
- D. The lots shall be consolidated into one lot.
- E. A Comprehensive Development Plan shall be approved by the Salisbury Planning Commission prior to site improvements.

NOTICE is further hereby given by the Council of the City of Salisbury that, following such public hearing, the Council of the City of Salisbury is empowered by law to enact said Resolutions and, if so enacted, the said Resolutions provide that they shall take effect upon the expiration of forty-five (45) days following their passage, unless within such period a petition for referendum is filed meeting the requirements of Local Government Article §4-408, et. seq. of the Maryland Annotated Code, 2013 volume, as amended.

A copy of each Resolution is posted and may be examined at the City-County Office Building, Salisbury, Maryland.

(FOR FURTHER INFORMATION CALL 410-548-3130)

D’Shawn M. Doughty, Council President

Publication Dates: March 10, 2025
March 17, 2025



City of Salisbury

To: Andy Kitzrow, City Administrator
From: Nicholas Voitiuc, Director
Date: February 28, 2025
Re: Annexation Plan Request - Pohanka Kia I (Pine Way – Safford Kia)

The Department of Infrastructure & Development requests the proposed Pohanka Kia Annexation (formerly known as Pine Way – Safford Kia) be placed on the City Council legislative agenda scheduled for Monday, March 10, 2025, for the first reading of an annexation plan request.

Consistent with the City's Annexation Policies and Procedures, the applicant has signed the annexation petition and has supplied additional information for your review before processing the request.

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

Attached, please find the proposed Resolution for the Annexation Plan, as well as supplemental documents.

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

Attachments:

- 1) Resolution for Annexation Plan
- 2) Resolution Exhibits
- 3) DID Planning Commission Staff Report
- 4) Public Notice

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

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

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

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

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

57 **THIS RESOLUTION** was introduced and read and passed at the regular meeting of the
58 Council of the City of Salisbury held on the 10 day of March, 2025, having been duly published as required
59 by law in the meantime a public hearing was held on _____, 2025, at 6:00 p.m., and was finally
60 passed by the Council of the City of Salisbury at its regular meeting held on the
61 _____ 2025.

62
63 _____
64 Julie A. English,
65 City Clerk

D'Shawn M. Doughty,
Council President

66
67 APPROVED BY ME this _____ day of _____, 2025.

68
69 _____
70 Randolph J. Taylor, Mayor

EXHIBIT 1



November 1st, 2021

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

Dear Mr. Holland,

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "D. Ellis", written over a horizontal line.

Dwight Ellis
Project Manager
Safford Auto Group

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

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

Map # 29

SIGNATURE (S)



11/1/2021

Date

Printed

EDWARD F. TAYLOR

Date

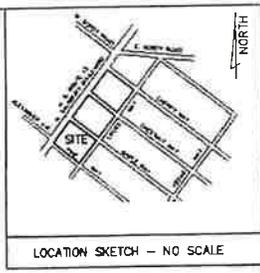
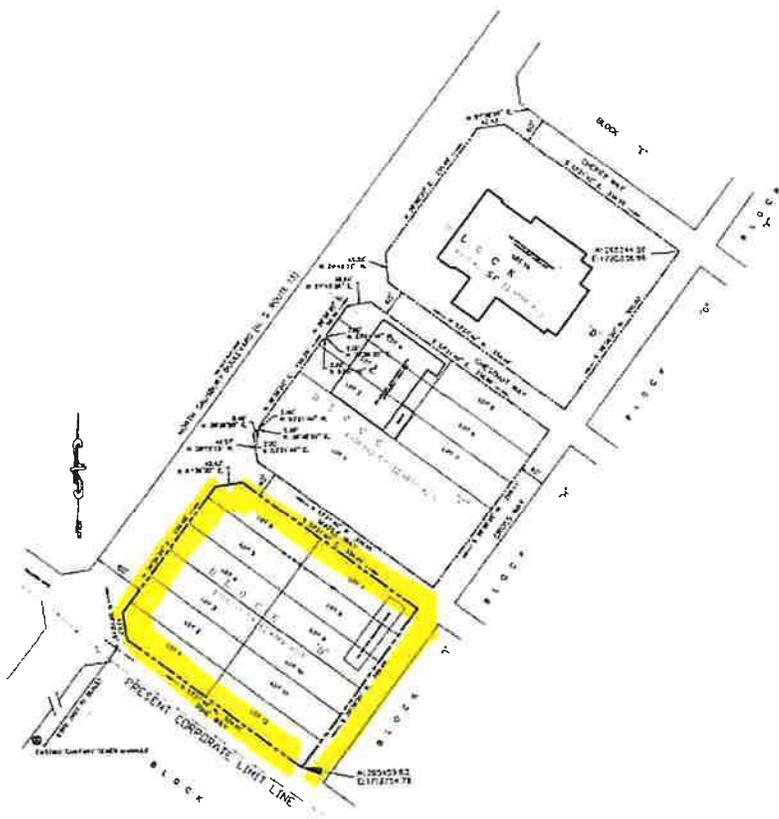
Printed

Date

Printed

Date

Printed



GENERAL NOTES
 HORIZONTAL DATUM/COORDINATES REFLECT 83/11 MO ZONE
 IT IS THE OWNER'S INTENT TO ANNEX ALL LOTS IN BLOCK 7th OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT NO. 2177/02) LESS ANY AND ALL LANDS CONVEYED TO THE MD STATE HIGHWAY ADMINISTRATION AND THE STATE ROADS COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SALISBURY BOULEVARD)

ANNEXATION PLAT OF BLOCK 7th
MAPLE PLAINS
 N. SALISBURY BOULEVARD - SALISBURY MARYLAND
 FOR
GRAMM SALISBURY PROPERTIES LLC

PROPOSED ANNEXATION			BRIAN M. DENNIS
SCALE	1" = 100'	DATE	1 NOVEMBER 2021
DEED REF.	435A/18 s. 9	SUBD.	MAPLE PLAINS
PLAT REF.	2177/02	LOT -	BLOCK 8
COUNTY	WICOMICO	DISTRICT	PARSONS W03
TAX MAP ID	PARCEL ID	ZONING	
PLAN MAP NO.	2402/2018	FLOOD HAZARD ZONE	4
PROJ. NO.	15-C13-25	SURV. OR	BM2 10/24/19/20
LAND SURVEYOR & ASSESSOR			30318 Don Blvd - Salisbury, MD 21804
			Telephone 443-783-4881



May 1, 2023

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

Re: Pohanka Kia of Salisbury Petition for Annexation

Dear Mr. Holland:

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

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

Sincerely,

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

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

ZIONROADTWO

May 31, 2023

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

Re: Zionroadtwo, LLC Petition for Annexation

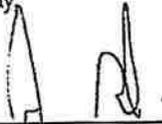
Dear Mr. Holland:

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

- Scott A. Crabtree
- Sandra Angello
- Geoff Pohanka

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

Sincerely,



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

EXHIBIT 2

PINE WAY – POHANKA KIA

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

Annexation containing 2.954 acres, more or less.

EXHIBIT 3



LOCATION SKETCH - NO SCALE



GENERAL NOTES

1. HORIZONTAL DATUM/COORDINATES REFLECT 83/91 MD GRID
2. IT IS THE OWNERS' INTENT TO ANNEX ALL OF LOTS "B" OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REF. 277/19) LESS ANY AND ALL LANDS TO BE CONVEYED TO THE STATE OF MARYLAND BY THE STATE ROADS COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SAUSBURY BOULEVARD).
3. ZONING: EXISTING: WOODCO COUNTY C-2 (GENERAL COMMERCIAL DISTRICT) PROPOSED: CITY OF SAUSBURY CC (GENERAL COMMERCIAL DISTRICT)

REVISED

ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
L1	N 30° 17' 14" E	8.80
L2	N 88° 37' 14" E	2.80
L3	N 36° 39' 20" E	235.44
L4	N 81° 39' 20" E	42.43
L5	S 87° 14' 00" E	34.00
L6	S 3° 24' 00" W	371.54
L7	S 3° 24' 00" W	371.54
L8	N 49° 38' 00" W	335.17

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

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

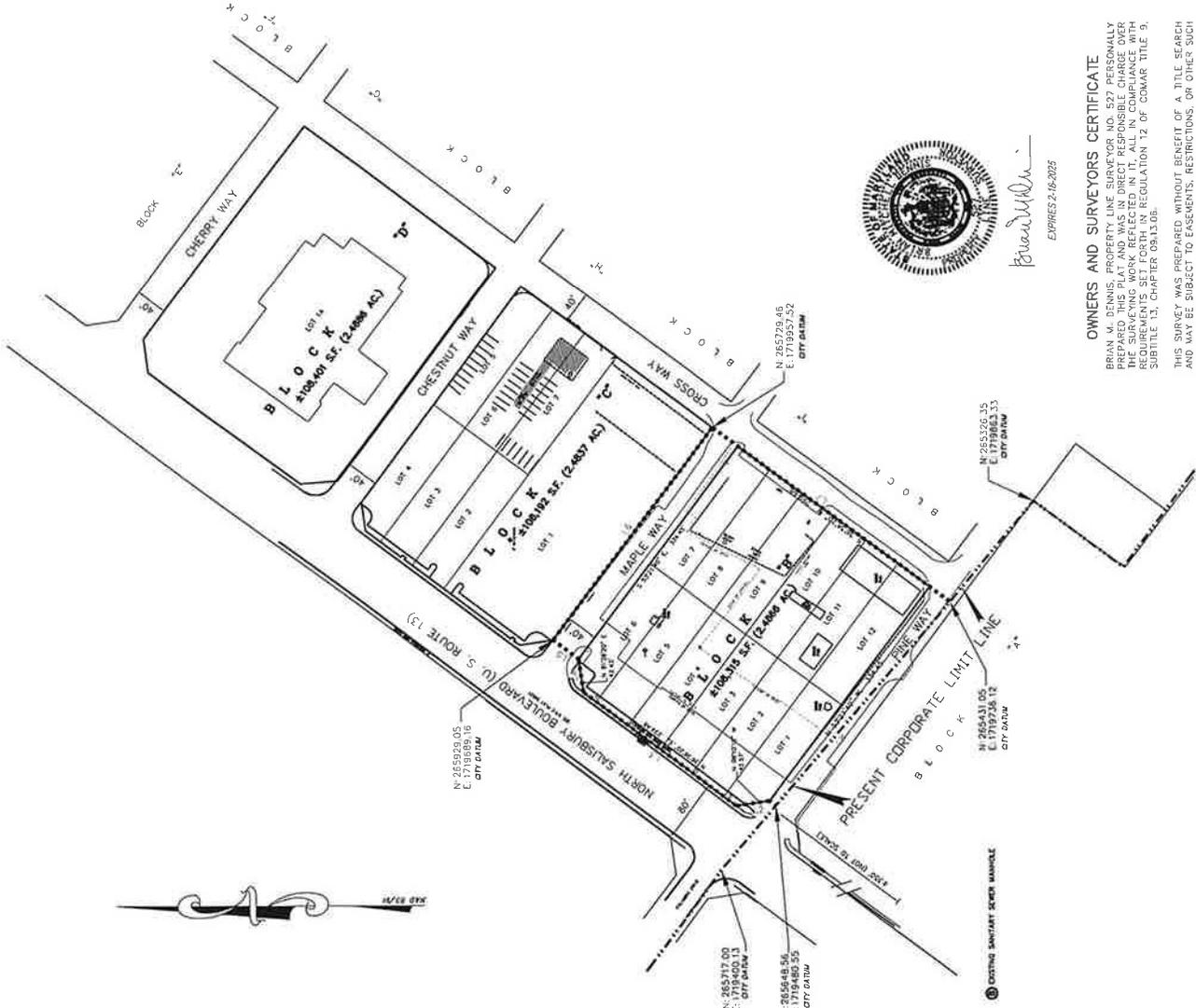
ZIONROADTWO LLC

PROPOSED ANNEXATION

SCALE	1" = 100'	DATE	13 JUNE 2023
DEED REF.	3155/75 P. 9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	BLOCK B
COUNTY	WOODCO	DISTRICT	PARISHS NO. 3
TAX MAP	28 PARCEL 17	ZONING	SEE GENERAL NOTE 3
F.I.R.M. MAP NO.	240450014E	FLOOD HAZARD ZONE	X
PROJ. NO.	10-033-20	SURV./DR.	BMD FB/PB/114/20

BRIAN M. DENNIS

LAND SURVEYING & SITE PLANNING
 30219 Zon Road - Salisbury, MD 21804
 Telephone 443-783-4861
 E-mail: surveyor527@gmail.com



Brian M. Dennis
 EXPIRES 2-16-2025

OWNERS AND SURVEYORS CERTIFICATE

BRIAN M. DENNIS, PROPERTY LINE SURVEYOR NO. 527 PERSONALLY PREPARED THIS PLAT AND WAS IN DIRECT RESPONSIBLE CHARGE OVER THE ENTIRE SURVEY. THE SURVEY AND PLAT COMPLY WITH ALL REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09.13.06.
 THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER SUCH CONDITIONS NOT FOUND IN CURRENT DEEDS OF RECORD.

EXHIBIT 4

**ANNEXATION PLAN
FOR THE
PINE WAY – POHANKA KIA ANNEXATION
TO THE CITY OF SALISBURY**

October 23, 2024

This Annexation Plan is consistent with the Municipal Growth Element of the 2010 Comprehensive Plan adopted by the City of Salisbury. The following are milestones in the public review and consideration of the proposed Annexation which is the subject of this Annexation Plan:

At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on _____, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) originally submitted by Safford Automotive Group on November 1, 2021 and later confirmed by a successor in interest, Crabfitzdealerships, LLC t/a Pohanka Kia of Salisbury, on behalf of and with the consent of Zioroadtwo LLC (“**Zionroadtwo**”), which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of lands:

- All that certain real property consisting of approximately 52,815 square feet of land, more or less, having a premises address of 1911 N. Salisbury, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-063205 (“**Lot 1**”), and that certain real property consisting of approximately 55,500 square feet of land, more or less, having a premises address of Cross Way, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-063213 (“**Lot 7**”), the said Lots 1 and 7 collectively being all that same real property identified as Map 0029, Grid 0023, Parcel 0017 on the Tax Records of the State of Maryland, and further being, in all respects, a portion of that real property described in a Deed, dated August 1, 2022, from Gramm Salisbury Properties, LLC to Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 175 (Lot 1 and Lot 7 are hereinafter referred collectively as the “**Pohanka Kia Property**”); the Pohanka Kia Property consists of 108,315 +/- square feet of land as more particularly depicted on that certain plat entitled “Proposed Annexation” dated June 13, 2023 and prepared by Brian M. Dennis, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*); and
 - All that certain portion of the public road right-of-way known as “Pine Way”, consisting of 6,980+/- square feet of land more or less and being that same public right-of-way more particularly depicted on the attached *Exhibit A*. (The aforesaid public road right-of-way is hereinafter referred to as the “**Pine Way ROW**”); and
 - All that certain portion of the public road right-of-way known as “Maple Way”, consisting of 13,378+/- square feet of land of land more or less and being that same public right-of-way more particularly depicted on the attached *Exhibit A*. (The aforesaid public road right-of-way is hereinafter referred to as the “**Maple Way ROW**”; the Pohanka Kia Property, the Pine Way ROW and the Maple Way ROW are hereinafter referred to collectively as the “**Property**”).
- At the December 16, 2021 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Property (as submitted by a predecessor-in-

interest to Petitioner) and approved a favorable recommendation to the City for the proposed zoning of the Property.

- On _____, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City's annexation of the Property (said Resolution is hereinafter referred to as the "**Annexation Resolution**"), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City's annexation of the Property, as requested by the Annexation Petition submitted by Crabfitzdealerships, LLC t/a Pohanka Kia of Salisbury on behalf and with the consent of Zionroadtwo. Furthermore, at the _____ Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

1.0. GENERAL INFORMATION AND DESCRIPTION OF PROPERTY.

1.1. Petitioner for Annexation of the Property. Zionroadtwo is the Petitioner for annexation of the Property. Zionroadtwo, or its fully authorized agent, will perform all functions, including but not limited to appearing before all state and municipal bodies, in order to effectuate the annexation.

1.2. Location. The Property is located as follows: (a) The Pohanka Kia Property is located on the easterly side of U.S. Route 13, the northerly side of Pine Way, the westerly side of Cross Way, and the southerly side of Maple Way; the Pohanka Kia Property is located at the western limits of Salisbury; and (b) The Pine Way ROW is located as on the westerly side of U.S. Route 13, as more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit A*; and (c) The Maple Way ROW is also located as on the westerly side of U.S. Route 13, as more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit A*.

1.3. Property Description; Reason for the Annexation Petition.

- (a) The Pohanka Kia Property consists of 2.95 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the "**Pohanka Kia Property Description**").
- (b) Lot 1 of the Pohanka Kia Property is unimproved. Lot 7 is improved with a 3,600 square foot warehouse built in 1950. (See *Exhibit A*.) The warehouse on the Pohanka Kia Property is served by a separate, independent sewage disposal system. As set forth below, the Annexation Petition submitted by Crabfitzdealerships, LLC t/a Pohanka Kia of Salisbury on behalf of Zionroadtwo arises exclusively from the proposed plan for development of the Pohanka Kia Property as shown on the Existing Conditions Plan, Site Improvement Plan, and Phasing Plan attached hereto and incorporated herein as *Exhibit C* (the "**Site Plan**").
- (c) The Pine Way ROW consists of 6,980 +/- square feet of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the Pine Way ROW shall be upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, curbs, gutters, ADA-accessible sidewalk(s), street lights, and on-street parking. All upgrades made to the Pine Way ROW, as aforesaid, shall be performed by the City at the sole cost and expense of Zionroadtwo as provided in the Annexation Agreement by and between the City and Zionroadtwo.
- (d) The Maple Way ROW consists of 13,378 +/- square feet of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the Maple Way ROW shall be upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, curbs, gutters, ADA-

accessible sidewalk(s), street lights, and on-street parking. All upgrades made to the Maple Way ROW, as aforesaid, shall be performed by the City at the sole cost and expense of Zionroadtwo as provided in the Annexation Agreement by and between the City and Zionroadtwo.

1.4. Existing Zoning. All of the Pohanka Kia Property is currently zoned C-2 General Commercial under the Wicomico County Code. The property adjacent to the Pohanka Kia Property at issue herein is identified as: Map 0103, Grid 0018, Parcel 2363 (the “Carmax Property”). The Carmax Property is located within the municipal limits of the City and is zoned “General Commercial” under the City of Salisbury City Code (the “City Code”).

2.0. LAND USE PATTERN PROPOSED FOR THE PROPERTY.

2.1. Comprehensive Plan.

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the “**Comprehensive Plan**”). The Comprehensive Plan sets forth the land use polices for all lands located within the City’s municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan. The Property is located within the City’s designated Municipal Growth Area.
- (b) With respect to the City’s annexation of property, the goal of the City’s Comprehensive Plan is: “to encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

2.2. Proposed Zoning for Property. Upon its annexation, the Pohanka Kia Property is proposed to be zoned as “General Commercial”. Per Section 17.36 of the City Code, the purpose of the “General Commercial” zoning district is: “to provide a wide range of functional and attractive regional retail, office, service, wholesale, storage, distributing and light manufacturing activities. To alleviate problems with traffic congestion and unnecessary turning movements, unified access and consolidation of businesses are encouraged. Because of the potential impact of these types of activities, special landscaping and screening requirements are established for certain use.”

2.3. Proposed Land Use for Property. The Pohanka Kia Property will be redeveloped with an automotive retail and service use. As set forth in Section 1.3(b) of this Annexation Plan, the Pohanka Kia Property is improved by a warehouse. Upon its annexation, the proposed Pohanka Kia Property redevelopment will consist of demolishing the warehouse and constructing an automobile sales and service facility.

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

3.1. Roads. Currently, and following its annexation by the City, the Pohanka Kia Property can be accessed by U.S. Route 13, a state highway, Pine Way, a County Road and Maple, a County Road. As provided in Section 1.3(c), all that certain area shown as the Pine Way ROW on the Annexation Plat (*see Exhibit A*) shall be annexed by the City and, in accordance therewith, become a City Road. As further provided in Section 1.3(d), all that certain area shown as the Maple Way ROW on the Annexation Plat (*see Exhibit A*) shall be annexed by the City and, in accordance therewith, become a City Road.

3.2. Water and Wastewater Treatment. In keeping with its redevelopment plan, Zionroadtwo’s redevelopment of the Property will create a demand of about 4,250 gallons per day. Zionroadtwo, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Property, as

directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Property.

3.3. Schools. The Property is and will be subject to automotive retail and service use only and will not generate any pupil enrollment, and therefore will have no impact on school capacity.

3.4. Parks and Recreation. The City's annexation of the Property will have no impact on park and recreational facilities, nor will it generate a demand for park and recreational facilities.

3.5. Fire, E.M., and Rescue Services. The City of Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services (collectively "**fire and emergency services**") to residents of the Salisbury Fire District. The Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the Property after its annexation into the City.

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

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

3.8. Waste Collection. Commercial development in the City of Salisbury is served by independent waste haulers.

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

The City's annexation of the Property is consistent with applicable Maryland and local law. The Property is located along and is immediately adjacent to U.S. Route 13 on the western side of the City of Salisbury. Zionroadtwo's proposed commercial use (automotive retail and service) at the Pohanka Kia Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by Zionroadtwo, requesting the City annex the Property, arises exclusively from the need to serve the Property with public water and sewer utilities for and in connection with Zionroadtwo's proposed development of the Property, as shown on the Site Plan attached hereto and incorporated herein as *Exhibit C*.

EXHIBIT A



LOCATION SKETCH - NO SCALE



GENERAL NOTES

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

REVISED

ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
1	N 89° 10' 15" W	43.50'
2	N 89° 10' 15" W	43.50'
3	N 89° 10' 15" W	43.50'
4	N 89° 10' 15" W	43.50'
5	N 89° 10' 15" W	43.50'
6	N 89° 10' 15" W	43.50'
7	N 89° 10' 15" W	43.50'
8	N 89° 10' 15" W	43.50'
9	N 89° 10' 15" W	43.50'
10	N 89° 10' 15" W	43.50'
11	N 89° 10' 15" W	43.50'
12	N 89° 10' 15" W	43.50'
13	N 89° 10' 15" W	43.50'
14	N 89° 10' 15" W	43.50'
15	N 89° 10' 15" W	43.50'
16	N 89° 10' 15" W	43.50'
17	N 89° 10' 15" W	43.50'
18	N 89° 10' 15" W	43.50'

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

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

ZIONROADTWO LLC

PROPOSED ANNEXATION

SCALE	1" = 100'	DATE	13 JUNE 2023
DEED REF.	5155/175 P. 9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	BLOCK B
COUNTY	WICOMICO	DISTRICT	PARSONS NO. 5
TAX MAP	29	PARCEL	17
F.I.R.M. MAP NO.	240450014E	ZONING	SEE GENERAL NOTE 3
PROJ. NO.	10-033-20	SURV/DR.	BUO FB/PA 114/50

OWNERS AND SURVEYORS CERTIFICATE

BRIAN M. DENNIS, PROPERTY LINE SURVEYOR NO. 527 PERSONALLY AND PERSONALLY ASSISTED BY THE SURVEYING WORK REFLECTED IN IT, ALL IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 0913.06.
 THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER SUCH CONDITIONS NOT FOUND IN CURRENT DEEDS OF RECORD.



Brian M. Dennis
 EXPIRES 2-16-2025

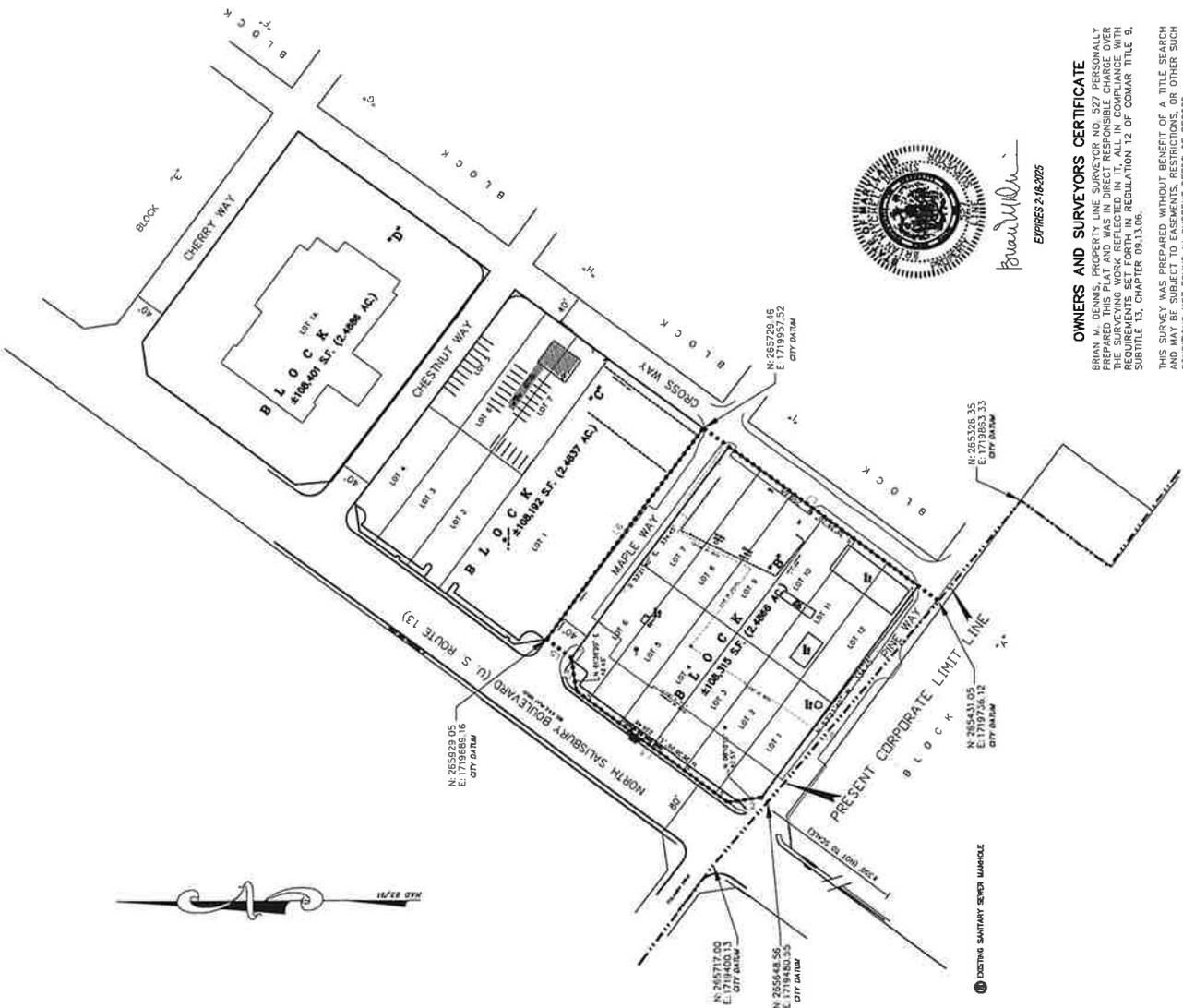


EXHIBIT B

PINE WAY – POHANKA KIA

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

Annexation containing 2.954 acres, more or less.

EXHIBIT C



Infrastructure and Development Staff Report December 16, 2021

I. BACKGROUND INFORMATION:

Project Name: Safford Kia Annexation

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

Infrastructure and Development Case No.: 202101221

Nature of Request: Zoning Recommendation for Annexation

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

Requested Zoning District: General Commercial

II. SUMMARY OF REQUEST:

A. Introduction:

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

B. Area Description:

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

III. ZONING ANALYSIS:

A. Existing Zoning:

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

B. County Plan.

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

C. Zoning for Annexed Areas.

1. Introduction.

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

2. Adopted Plans.

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

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

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



3. Maryland Law.

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

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

IV. DEVELOPMENT SCENARIO:

A. Proposed Use:

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

B. Access:

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

C. Configuration and Design:

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

D. Estimated Development Impacts:

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

V. ZONING RECOMMENDATION:

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned C-2 General Commercial in the County.

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

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

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



November 1st, 2021

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

Dear Mr. Holland,

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

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

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

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

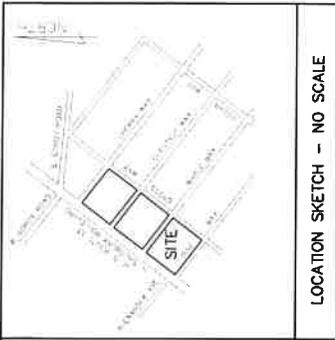
Thanks so much for your consideration and we look forward to working with the City of Salisbury on this project.

Sincerely,

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

Dwight Ellis
Project Manager
Safford Auto Group





LOCATION SKETCH - NO SCALE



GENERAL NOTES

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

LINE	BEARING	DISTANCE
L1	N 30° 30' 20" E	9.10
L2	N 05° 00' 15" W	52.57
L3	N 81° 38' 30" E	42.43
L4	N 89° 20' 00" E	40.00
L5	S 85° 20' 00" W	371.51

ANNEXATION LINE TABLE

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

FOR

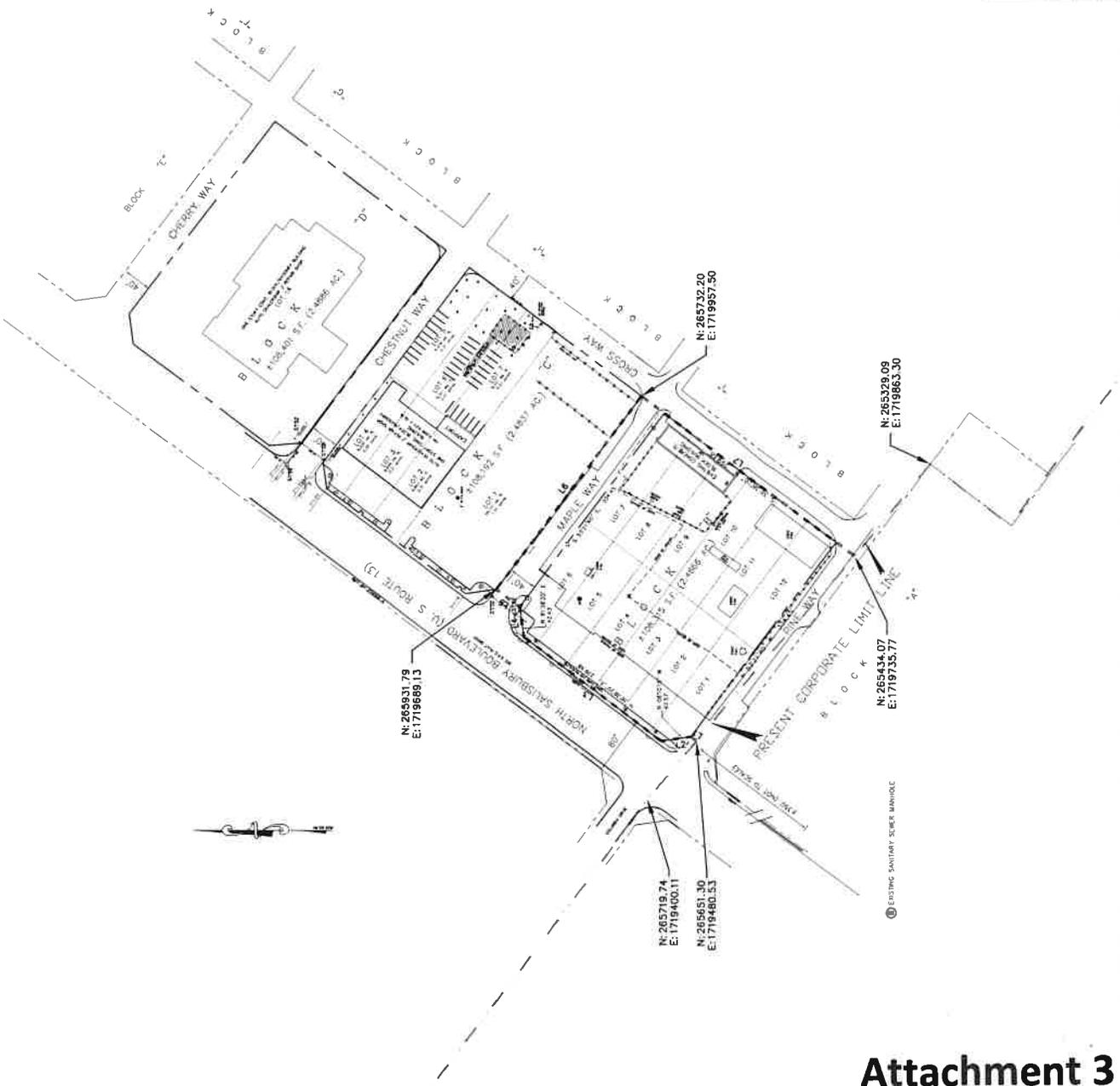
GRAMM SALISBURY PROPERTIES LLC

PROPOSED ANNEXATION

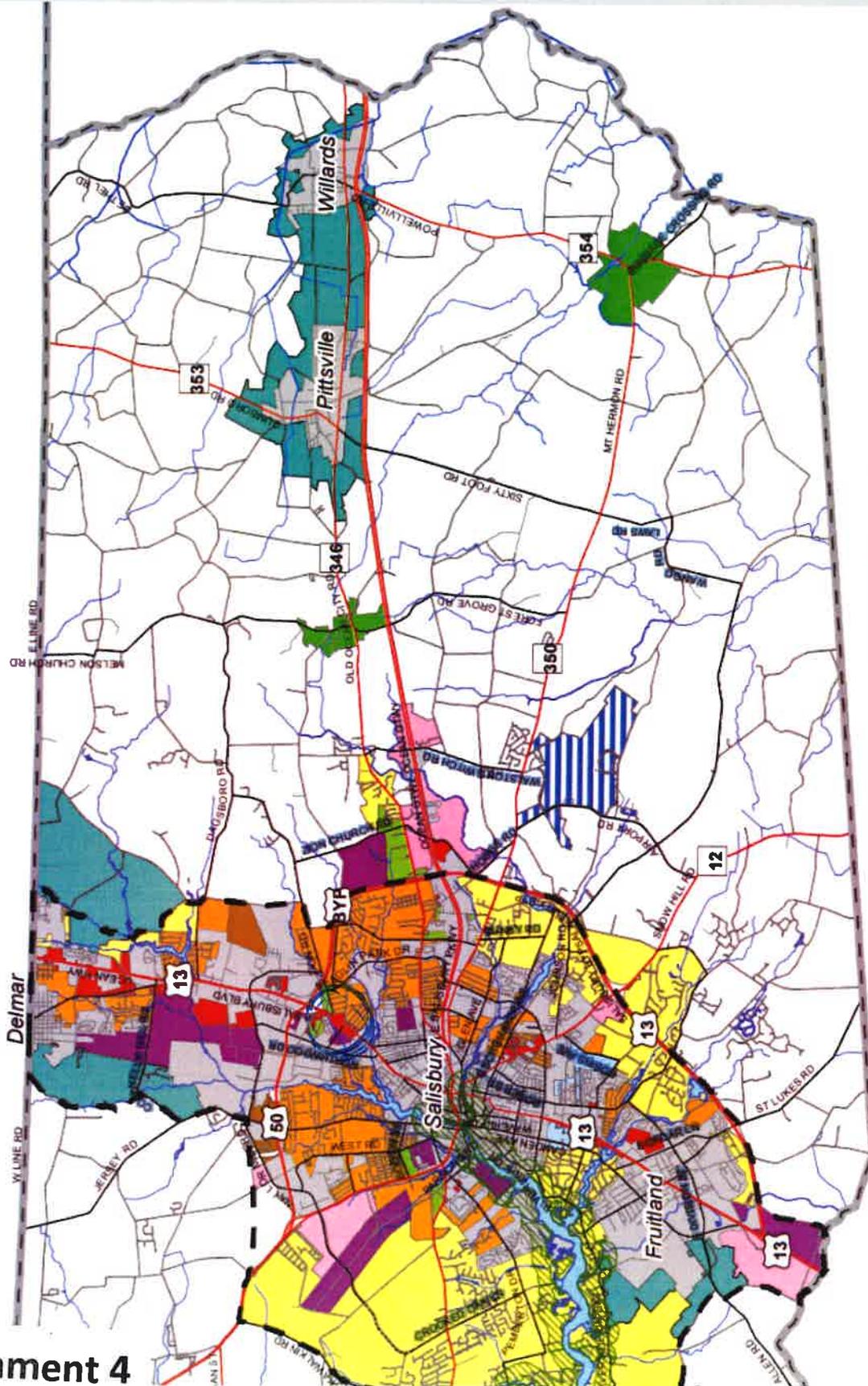
SCALE	1" = 100'	DATE	1 NOVEMBER 2021
DEED REF.	4336/21 P. 7,8,9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	BLOCK B
COUNTY	WCOMCO	DISTRICT	PARSONS NO.5
TAX MAP	29	PARCEL	17
F.L.R.M. MAP NO.	240450014E	ZONING	SEE GENERAL NOTE 3
PROJ. NO.	10-033-20	SURV/DRAW	BMD FB/11/20

BRIAN M. DENNIS

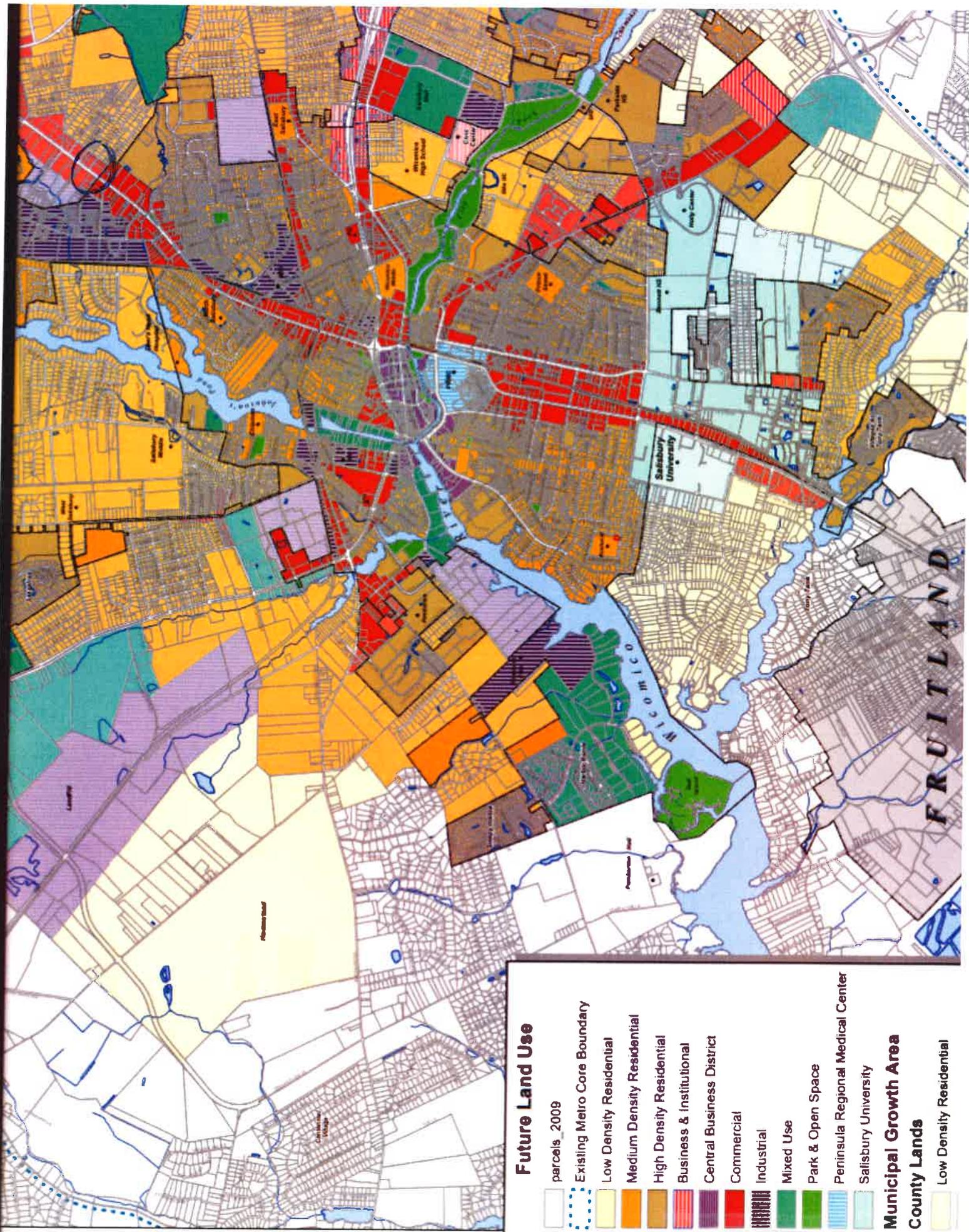
LAND SURVEYING & SITE PLANNING
 30319 Zion Road - Salisbury, MD 21804
 Telephone 443-783-4861

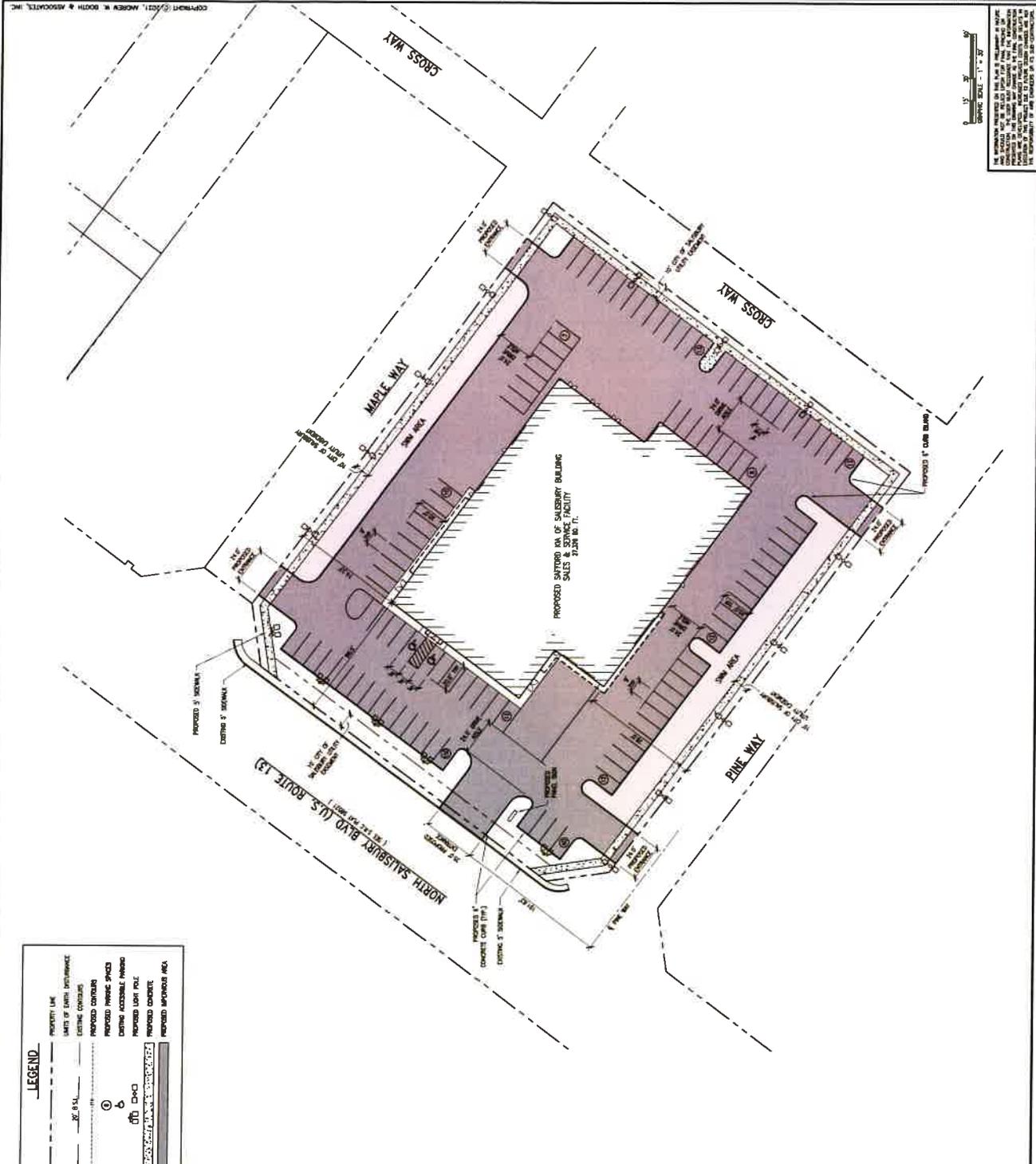


-  Airport
-  Commerc
-  Industrial
-  Light Bus
-  Low Deni
-  Medium I
-  High Den
-  Municipal
-  Salisbury
-  Town Tra
-  Urban Cc
-  Rural Villi



Attachment 4





LEGEND

- PROPERTY LINE
- LIMITS OF EXIST. UTILITIES
- EXISTING CONTIGUOUS
- PROPOSED CONTIGUOUS
- PROPOSED PARKING SPACES
- EXISTING ACCESSIBLE PARKING
- PROPOSED LIGHT POLE
- PROPOSED CONCRETE
- PROPOSED IMPROVED AREA

VICINITY MAP SCALE: 1"=400'

OWNER/ARCHITECTS
 ALLIUM ENGINEERING
 7811 LINDALE ROAD
 SALISBURY, MD 21804
 410-541-2020
 jay@allium-engineering.com

DESIGNEE
 JAMES E. SMITH, P.E.
 1845 UNIVERSITY DRIVE
 SALISBURY, MARYLAND 21801
 410-541-2020
 james@jessmith.com

ARCHITECTURE
 CHRIS KENNELLY
 FLEMING ARCHITECTURE, INC.
 1000 W. MARKET STREET
 SALISBURY, MD 21801
 410-541-2020
 chris@flemingarch.com

PROJECT DATA
 PROJECT ADDRESS: (LOT 3) 1813 N. SALISBURY ROAD, SALISBURY, MD 21801
 TAX MAP: 0039-0023-0013, BLOCK B, LOT 1 (LOTS 1-15)
 0039-0023-0013, BLOCK B, LOT 7 (LOTS 1-12)
 LAND AREA: (LOT 3) 1.29 ACRES / 55,839 SQ. FT. (LOT 7) 1.27 ACRES / 55,000 SQ. FT. 21,238 SQ. FT.
 BUILDING AREA: FRONT - 25' SIDE - 185' NET LESS THAN 30' TOTAL IN ANY CORNER
 BUILDING SETBACKS: C-2 (CENTRAL COMMERCIAL DISTRICT) 10' (GENERAL COMMERCIAL DISTRICT)

PROPOSED DATA
 28 SPACES + 10 SPACES = TOTAL SPACES
 28 SPACES + 10 SPACES = TOTAL SPACES
 28 SPACES + 10 SPACES = TOTAL SPACES

PROPOSED DATA
 28 SPACES + 10 SPACES = TOTAL SPACES
 28 SPACES + 10 SPACES = TOTAL SPACES
 28 SPACES + 10 SPACES = TOTAL SPACES

PROPOSED DATA
 28 SPACES + 10 SPACES = TOTAL SPACES
 28 SPACES + 10 SPACES = TOTAL SPACES
 28 SPACES + 10 SPACES = TOTAL SPACES

Attachment 7



Safford KIA of Salisbury, MD

Exterior





Safford KIA of Salisbury, MD

Interior - Showroom



**NOTICE OF ANNEXATION
TO THE CITY OF SALISBURY**

Pohanka – Pine Way Annexation

A certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury, to be known as the “Pohanka – Pine Way Annexation ” which includes two lots totaling 111,000 sq. ft. which together are on the East side of and binding on U.S. Route Rt. 13, from Pine Way to Maple Way, extending East to Cross Way.

NOTICE is hereby given by the Council of the City of Salisbury that, on March 10, 2025, Resolution No. 3382 and Resolution No. 3383 were introduced at a regular meeting of the Council of the City of Salisbury proposing that the boundaries of the City of Salisbury be changed to annex that area identified as the “Pohanka – Pine Way Annexation”, together with all property in said area shall be subject to the Charter, Ordinances, Resolutions, Rules, Regulations, Annexation Plan, Pre-Annexation Agreement, and Annexation Agreement of the City of Salisbury.

NOTICE is hereby given by the Council of the City of Salisbury that the Council will hold a public hearing on said Resolutions for the proposed annexation on Monday, April 14, 2025, at 6:00 p.m. in the Council Chambers, City-County Office Building, Salisbury, Maryland, and all interested persons are invited to attend such public hearing and present their views.

The proposed conditions of annexation are as follows:

- A. Subject to connection to City water and sewer systems pursuant to City Policy;
- B. Zoning will be General Commercial;
- C. Subject to the provisions of the Annexation; and Agreement and all provisions of the above referenced Resolutions.
- D. The lots shall be consolidated into one lot.
- E. A Comprehensive Development Plan shall be approved by the Salisbury Planning Commission prior to site improvements.

NOTICE is further hereby given by the Council of the City of Salisbury that, following such public hearing, the Council of the City of Salisbury is empowered by law to enact said Resolutions and, if so enacted, the said Resolutions provide that they shall take effect upon the expiration of forty-five (45) days following their passage, unless within such period a petition for referendum is filed meeting the requirements of Local Government Article §4-408, et. seq. of the Maryland Annotated Code, 2013 volume, as amended.

A copy of each Resolution is posted and may be examined at the City-County Office Building, Salisbury, Maryland.

(FOR FURTHER INFORMATION CALL 410-548-3130)

D’Shawn M. Doughty, Council President

Publication Dates: March 10, 2025
March 17, 2025



City of Salisbury

MEMORANDUM

TO: Mayor and City Council of The City of Salisbury

FROM: Captain John T. Felts

SUBJECT: Tow Code Revision

DATE: January 9th, 2025

Mayor and Council of The City of Salisbury,

In review of the current licensing code for towing at the request of The City of Salisbury it was determined that a revision of the towing code brought to council August 16th, 2022 inadvertently removed wording specific to the suspension of the tow license for violations of the code. The current code does not specify, other than for response declinations, when The Chief of Police may suspend the towing license issued by The City of Salisbury. The Salisbury Police Department seeks to return wording to the code that specifies when and for which violations of the code that The Chief of Police may suspend a tow license issued by The City of Salisbury. The proposed changes also seek to clarify the duration of suspension associated with single or repeated violations of the code. The Salisbury Police Department also seeks to include language that clarifies when and for what duration after being convicted of, or serving a sentence for specified crimes that an applicant shall be eligible for the granting of a tow license to tow at the request of the City. Included recommendations also provide an avenue for tow companies to charge a fee for the time spent on crash scene cleanup, that is deemed to be outside of what is typically required, and for council to periodically set the rates for this time. Please forward these recommendations for consideration.

Respectfully

Captain John T. Felts

- 42 B. A towing company shall operate its business within the city in compliance with every
43 applicable provision of state law. A tow truck operator may not operate a tow truck
44 within the city unless the tow truck is registered in accordance with Section 13-920 of
45 the Transportation Article of the Annotated Code of Maryland.
- 46 C. The owner/applicant, towing company and its employees and agents must have, located
47 on the towing vehicle, a set of dollies or other means to remove a vehicle with one or
48 more missing or damaged wheels.
- 49 D. The owner/applicant, towing company and its employees and agents must have
50 operational fire extinguishers, flares and reflectors located on the towing vehicle.
- 51 E. The owner/applicant, towing company and its employees and agents must have hand
52 tools sufficient to clean scenes of minor debris, including, but not limited to, broom(s),
53 shovel(s), absorbent material, and debris disposal container(s) located on the towing
54 vehicle.
- 55 F. The towing vehicles of the owner/applicant and the towing company, when inspected
56 and operated, must be in good mechanical condition, equipped with necessary towing
57 gear and safety apparatuses and be registered as class E (truck) vehicles — tow trucks
58 with the department of motor vehicles.
- 59 **G. Proof of compliance with the required annual Department of Transportation**
60 **inspection shall be provided upon submittal of the yearly tow license application**
61 **and at any such time as requested by a duly authorized representative of the City**
62 **having been tasked with inspections or enforcement of the City's towing**
63 **regulations.**
- 64 H. The owner/applicant and towing company must maintain adequate off-street storage
65 facilities in conformance with Title 17 (Zoning). The storage facilities must have
66 adequate fencing to ensure that persons cannot climb over or under the fence, and said
67 fence must be secured with a lockable gate. Further, said storage facilities must be
68 protected at night by security lights.
- 69 I. The owner/applicant shall submit to a criminal background investigation which shall
70 include the completion of an affidavit portion and a fingerprinting component. All costs
71 associated with this investigation shall be paid by the owner/applicant.
- 72 J. The chief of police or his designee shall promptly approve or disapprove all applications
73 in writing, and shall report his findings to the Director of Finance and the
74 owner/applicant, pending the results of the criminal background check which includes
75 an affidavit and fingerprinting. A felony conviction, ~~or~~ a plea of nolo contendere, **or the**
76 **completion of any sentence to include parole or probation** involving an ~~Part I~~ **crime**
77 **aggravated assault, rape, murder, robbery, arson, burglary, larceny, distribution**
78 **or possession with intent to distribute narcotics or motor vehicle theft** within three
79 years of the date of the application will automatically disqualify the applicant. If the
80 chief of police approves the application, the Director of Finance shall, after payment of
81 all fees, issue the license. The Director of Finance shall notify the police department
82 when a license is issued. A copy of all city issued licenses shall be displayed in each
83 vehicle. The chief of police or his designee shall have the authority to reject the
84 application when he finds that the owner/applicant is not qualified to perform the towing

85 and storage services. In such case, he shall give suitable notification to the
86 owner/applicant of his reason for rejecting the application, and the owner/applicant shall
87 have a right to appeal the decision to the city administrator or his designee, pursuant to
88 Section 5.64.170.

- 89 K. Should an otherwise approved owner/applicant or towing company be found guilty of a
90 **felony** or enter a plea of nolo contendere to **an aggravated assault, rape or sexual**
91 **offense, murder (including attempted murder), robbery, arson, burglary, larceny,**
92 **motor vehicle theft, or distribution or possession with intent to distribute narcotics**
93 ~~a felony involving a Part I crime~~, said person shall immediately notify the police
94 department within seventy-two (72) hours of having been convicted. The police
95 department shall remove said towing company from the list of approved towing
96 companies, and the police directed tow license issued pursuant to this chapter shall be
97 revoked.

98
99 **5.64.080 Investigation of employees of owner/applicants for police directed tow licenses.**

- 100 A. Prior to the approval of the towing company application all employees of the
101 owner/applicant shall submit to a criminal background investigation acceptable to the
102 police department, including the completion of an affidavit and fingerprinting. Any costs
103 associated with such investigation shall be assumed by the owner/applicant **and are non-**
104 **refundable**. A felony conviction, ~~or~~ a plea of nolo contendere, **or the completion of**
105 **any sentence to include parole or probation** involving an aggravated assault, ~~forcible~~
106 rape, murder, robbery, arson, burglary, larceny, **distribution or possession with intent**
107 **to distribute narcotics** or motor vehicle theft within three (3) years of the date of the
108 application will automatically disqualify the employee from responding to any police
109 directed tow or releasing any police directed tow vehicle to the owner of said vehicle.
- 110 B. Prior to being allowed to respond to a ~~_~~police directed tow or to release a vehicle to its
111 owner, any new employee shall submit to the background investigation process,
112 fingerprinting and any costs associated with such investigation shall be assumed by the
113 owner/applicant or towing company. **Said costs shall be non-refundable.**
- 114 C. Should an otherwise approved employee be found guilty of or enter a plea of nolo
115 contendere to a felony involving any crime listed in 5.64.080A, said employee shall
116 immediately notify his employer who shall notify the police department within seventy-
117 two (72) hours of having been notified. The police department shall remove said
118 employee from the list of approved towing company employees.
- 119 D. Should the chief of police or his designee reject an employee for inclusion on the towing
120 company's list of approved employees, the owner/applicant, the towing company and the
121 employee shall have a right of appeal. This appeal shall be brought before the city
122 administrator or his designee pursuant to Section 5.64.170.

124 **5.64.100 Procedure for dispatching police directed towing companies.**

125 A. The Director of Finance shall furnish the police department with a current list of all
126 towing companies with a police directed tow license. Whenever the service of a towing
127 vehicle shall be required and a request is made to the police department for such service,
128 the police department shall dispatch to the place where the service is required, a vehicle
129 operated by that towing company whose license was first obtained and then request
130 subsequent towing vehicles as needed on a chronological and rotating basis. If a towing
131 vehicle is not available, the next company listed chronologically, in the order in which
132 it obtained its license shall be called. If a towing vehicle does not arrive at the scene of
133 the collision, parking violation or accident within thirty (30) minutes after the request is
134 made, the officer at the scene shall notify the police department of such fact. It shall
135 contact the next towing company, etc., as if the first towing company had not been
136 contacted. Consideration will be given, however, to abnormal traffic patterns that result
137 from adverse weather conditions, emergencies or other causes. Upon arriving at the
138 scene of an accident, the towing company shall immediately remove the disabled vehicle
139 to his storage lot or other location and notify, in writing, the police officer and vehicle
140 owner, if available, of the location and telephone number of the storage lot as well as
141 applicable towing and storage fees. If indoor storage is required, then the above rules
142 shall apply to licensed towing companies with indoor storage. In the event a disabled
143 vehicle cannot promptly and efficiently be removed from the scene of an accident, the
144 towing company may have the police department call the next-listed licensee to assist in
145 such removal.

146 B. Any licensed towing company that declines or misses three (3) tow requests within a
147 calendar year shall have their police directed towing license suspended for one month.
148 Following a one-month suspension, any licensed towing company that declines or misses
149 a total of six (6) or more tow requests within a calendar year shall have their police
150 directed towing license suspended for three (3) months. The following situations shall
151 be considered a declination:

- 152 1. Failure to respond to the tow scene within the thirty (30) minute on-scene
153 timeframe.
- 154 2. Failure to respond when requested, regardless of reason.
- 155 3. Failure to answer or respond to a call for service.
- 156 4. Explicit refusal to respond.

157 Should a tow company need to temporarily come out of the tow rotation for a period of
158 more than five (5) days due to mechanical or equipment problems, sick or injured
159 employees or a similar issue, the tow company shall notify the Police Department in
160 writing of the reason for the unavailability and the anticipated duration. The police
161 department shall then remove the company from the rotation until the department
162 receives written communication from the company requesting to be placed back into
163 rotation. The tow company shall be placed back into the tow list rotation at the bottom
164 of the existing list.

165 Any licensed towing company who would like to be temporarily removed from the
166 towing list, may request that the finance department temporarily suspend their police

167 directed tow license. Following the suspension, the tow company shall be placed back
168 into the tow list rotation at the bottom of the existing list. All requests for a temporary
169 suspension shall be made in writing to the finance department and the police department.
170 Making such a request will remove a company from the list of companies with a police
171 directed tow license until such a time that the company requests its license be reinstated.
172 Companies may request to have their license suspended for no less than thirty (30) days
173 and no more than one hundred and eighty (180) days. Any requests for a temporary
174 suspension must include the requested police directed tow license suspension and
175 reinstatement dates.

- 176 C. The vehicle shall be towed by the safest and shortest practical route possible from the
177 point of origin to the vehicle's destination. For all standard or basic tows, the vehicle
178 shall be towed to a storage lot or facility that is located no more than ten (10) miles
179 from 125 North Division Street in Salisbury.
- 180 D. If a department or agency of the city, a public utility or similar entity requests the
181 relocation of a vehicle from a work zone to a nearby street parking area, the police
182 department shall follow the procedure set forth in Paragraph A above. The fee for an
183 emergency vehicle relocation shall be established by ordinance and shall be at the
184 expense of the requesting city department or agency, public utility or similar entity.
- 185 E. No towing company shall, in any way, solicit towing business at a scene involving either
186 a traffic accident or a police directed tow, nor shall any such towing company attempt to
187 take any vehicle in tow unless he or it shall have been summoned by the owner/operator
188 of the vehicle requiring the tow or the city police department.
- 189 F. No towing company that is summoned by the owner/operator of the vehicle requiring
190 the tow shall attempt to take a vehicle in tow unless the towing company can respond
191 within thirty (30) minutes.
- 192 G. If a vehicle to be towed is gone upon the arrival of a towing company called from the
193 police directed tow list, the towing company shall remain at the top of the list to receive
194 the next police directed tow call.

195
196 **5.64.105 Operations on scene of a Police Directed Tow.**

- 197 A. The licensed towing company shall be required in accordance with the law to clean the
198 roadway of debris of a crash scene.
- 199 B. **Should additional labor be required for roadway clean-up, such additional labor**
200 **shall be provided by the licensed tow company. Additional labor fees shall be**
201 **established from time to time by ordinance and shall be authorized by The Chief of**
202 **Police through his designee prior to being charged. An itemized invoice detailing**
203 **the need and type of work conducted shall be kept on file and available for**
204 **examination for two years. ~~Additional labor fees shall be established from time to~~**
205 **time by ordinance.**
- 206 C. Licensed towing companies ~~operators and owners~~ shall comply with the established
207 police directed tow operator code of conduct. Failure to do so may result in penalties in
208 accordance with section 5.64.160 **and/or license suspension as determined by the**

209 **Chief of Police. Licensed towing companies shall have all rights of appeal as**
210 **established by section 5.64.170.**

211
212 **5.64.110 Release from storage.**

- 213 A. A licensed towing company shall be required to release all police directed tows during
214 the regular business day. Each licensed towing company must accept cash, certified
215 checks, money orders, debit and at least two (2) major credit cards (Mastercard, Visa,
216 American Express, or Discover) for payment. ~~If a~~ **A** towing company **having been**
217 **found in violation of** ~~fails to accepting~~ the listed forms of payment, **shall be subject to**
218 a five hundred dollar (\$500.00) fine **and/or, at the direction of the Chief of Police, a**
219 **thirty (30) day suspension of the tow company license** ~~will be issued~~ for the first
220 offense and a fine not to exceed one thousand dollars (\$1,000.00) **and/or, at the**
221 **direction of the Chief of Police, a ninety (90) day suspension of the tow company**
222 **license,** ~~will be issued~~ for the second and subsequent offenses.
- 223 B. A licensed towing company shall provide storage lot staff on site to allow vehicle owners
224 timely access to their vehicles during the regular business day. If a vehicle owner is
225 unable to obtain timely release of a vehicle from storage within two (2) hours of the
226 initial request during the regular business day, and the police department is notified by
227 the vehicle owner, and the violation is verified by the police department, then storage
228 fees shall cease on the date of notification by the vehicle owner.
- 229 C. Whenever a vehicle is released from the storage lot of a licensed towing company on
230 weekends, evenings (6:00 pm to 9:00 am), or state and federal holidays, a release fee
231 shall be charged to the vehicle owner. This charge shall be established from time to time
232 by ordinance. If a licensed tow company refuses to release a vehicle during evenings,
233 weekends or state and federal holidays, then no storage fees shall be permitted for each
234 day the release is refused.
- 235 D. Inside storage of a vehicle shall only be at the request of the vehicle owner, operator or
236 law enforcement, or if essential or necessary to preserve the condition of the vehicle. If
237 indoor storage is the licensed towing company's only method of storage available, then
238 the inside storage shall be charged at the outside storage rate. ~~If, at the request of the~~
239 ~~vehicle owner, operator or law enforcement and i~~ **In** order to preserve the condition of
240 the vehicle where inside storage is not available, **efforts shall be made to protect the**
241 **vehicle from further damage due to weather exposure. This includes, but is not**
242 **limited to rolling up all windows, where applicable, or applying** ~~an application of~~
243 ~~self-adhesive film~~ **or similar covering** ~~(for example: Crash Wrap) may be used on the~~
244 ~~areas~~ of the vehicle which ~~is~~ **are** open to the elements.

245
246 **5.64.120 Fees for towing and storage for police directed tows.**

247 Fees for towing and storage for police directed tows shall be established from time to time by
248 ordinance.

- 249 A. Every police directed towing company engaged in towing vehicles shall, at the time of
250 its application for a license, pursuant to Section 15.64.030, file with the Director of
251 Finance, a statement that it will charge the standard towing and storage fees adopted by
252 ordinance.
- 253 B. A police directed towing company shall not charge fees for towing, storage, or release
254 of vehicles of less than ten thousand (10,000) GVW, other than those adopted by
255 ordinance.
- 256 C. A police directed towing company shall post a list of current city council approved
257 towing and storage fees in a conspicuous place at its storage facility using a sign
258 substantially similar to that approved by the chief of police.
- 259 ~~D. A list of current towing and storage fees shall be given to the vehicle owner/operator, if
260 available, at the scene of the tow by the tow truck operator. Should the vehicle
261 owner/operator not be available at the scene, a list of current towing and storage fees
262 shall be given to the officer in charge of the scene. **Failure to provide the
263 owner/operator of the vehicle or the officer in charge with a list of the current
264 towing and storage fees shall subject the license holder to a one hundred dollar
265 (\$100) fine for the first offense and two hundred dollar (\$200) fine for the second
266 and any subsequent offenses.**~~
- 267 D. Vehicle owners may not abandon vehicles at a city licensed facility. Leaving a vehicle
268 at a tow facility for more than two (2) weeks shall constitute abandonment. Abandoning
269 a vehicle may result in forfeiture of the vehicle, criminal and/or civil prosecution
270 including a municipal fine of up to one thousand dollars (\$1,000.00), plus court and
271 recovery costs. In cases of police impounded vehicles, the two (2) week time period
272 begins on the day following the release of the vehicle by the police department.
- 273 E. All approved tow companies engaging in police directed towing shall maintain adequate
274 records to allow expeditious periodic review of their compliance with this chapter. Such
275 records must include, but are not limited to, sequentially numbered **itemized** invoices, a
276 copy of which shall be provided to each customer and a copy of which must be retained
277 for a period of at least two (2) years by the tow company. In addition, the City Police
278 Department may conduct periodic reviews of the financial records of any tow company
279 holding a police directed tow license to ensure it is not directly or indirectly financially
280 interested in any other licensed police directed towing company as required by 5.64.70.

281

282 5.64.160 Violations—Penalties.

283 Any towing company, its employees and agents who shall violate any of the provisions
284 of this chapter, other than the provisions of chapter 5.64.100 (B) ~~or 5.64.120(D)~~ concerning
285 tow declinations ~~and failure to provide tow rates~~, shall be guilty of a civil infraction and
286 shall be subject to a fine not to exceed five hundred dollars (\$500.00) **and/or, at the direction
287 of the Chief of Police, a thirty (30) day license suspension** for a first violation; **a fine not
288 to exceed seven hundred fifty dollars (\$750.00) and/or, at the direction of the Chief of
289 Police, a ninety (90) day license suspension for a second violation; or a fine not to exceed
290 one thousand dollars (\$1,000.00) and/or, at the direction of the Chief of Police, a one
291 hundred eighty (180) day license suspension for a third and fourth-violation.** ~~or one~~

292 thousand dollars (\$1,000.00) for subsequent violations. A tow company application for
293 license renewal shall not be processed until such time as any prescribed period of
294 suspension has been completed. Upon the finding of a fifth violation, the respective tow
295 company license shall be subject to revocation for one (1) year from the date of the
296 violation. A fifth violation shall be cause for the Chief of Police to review the
297 circumstances surrounding any revocation and make a determination as to whether the
298 tow company owner shall be permanently disqualified from receiving a tow license with
299 the City of Salisbury. Any towing company, its employees and agents found guilty of perjury
300 under Maryland Criminal Law Title 9 shall be subject to imprisonment not exceeding ten (10)
301 years. Any towing company, its employees, and agents who shall violate the provisions of
302 chapter 5.64.100 (B) shall be subject to license suspension in accordance with the provisions
303 enumerated in chapter 5.64.100.

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

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

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

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

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

317 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of
318 the City of Salisbury held on the 24 day of February, 2025 and thereafter, a statement of the
319 substance of the Ordinance having been published as required by law, in the meantime, was finally
320 passed by the Council of the City of Salisbury on the _____ day of _____, 2025.

321

322 **ATTEST:**

323

324

325 _____
325 **Julie A. English, City Clerk**

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

326

327

328

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

330

331

332 _____
332 **Randolph J. Taylor, Mayor**



City of Salisbury

To: Andy Kitzrow, City Administrator
From: Cori Cameron, Director of Water Works
Date: January 15, 2025
Re: Budget Amendment – Drinking Water State Revolving Fund Projects

The Department of Water Works has received notification from the Maryland Department of the Environment (MDE) that the City will receive \$6,742,060 from the Maryland Water Quality Financing Administration. These funds will be allocated for three projects through the Drinking Water State Revolving Fund (DWSRF) Bipartisan Infrastructure Law (BIL). The projects are: Naylor Mill Water Main project, PFAS Study at the Paleo Water Treatment Plant, and for Lead Service Line Replacements.

For State Revolving Fund projects, MDE Water Quality Financing Administration cannot formally approve the project until the project has been approved by the Maryland Board of Public Works (BPW). For projects involving design and construction, BPW review occurs after construction bids are received, thereby requiring forward funding of design. For projects that are studies, BPW review occurs after bids are received for the study.

In order to begin the design of the Naylor Mill Water Main Project, Ordinance No. 2842 was approved on January 2, 2024 and allocated \$718,250 for the design and administration. To date, \$246,900 has been encumbered, leaving \$471,350 available for future project expenditures.

The Department of Water Works worked with the Department of Finance to develop cash flow projections for the three DWSRF projects. The cash flow projections estimate when study, design and construction funds would be paid and subsequently reimbursed by MDE. The projections identified the need for additional funds for Naylor Mill construction, as well as the funding needed to initiate the PFAS Study and the Lead Service Line Replacement project. The attached budget amendment Ordinance provides forward funding for the three projects, ensuring the necessary funds are available for their continued progress. It is important to note that if any of the projects do not receive BPW approval, then the City will need to identify another source of funding, if the project is to continue.

Also attached is a resolution for the declaration of official intent (DOOI) for the Lead Service Line Replacement project to allow for reimbursement from proceeds of a future loan. The resolution was prepared by bond counsel and is needed since the Lead Service Line Replacement project is partially funded by low interest loans.

Unless you or the Mayor have further questions, please forward a copy of this memo and the attachments to the City Council.

Attachments:

1. Ordinance for budget amendment
2. Resolution for declaration of official intent
3. Maryland Department of the Environment Memorandum dated October 16, 2023
4. Maryland Department of the Environment Memorandum dated October 18, 2024

Department of Water Works
2322 Scenic Dr. Salisbury, MD 21801
ph: 410-548-3185 fax: 410-334-3035
www.salisbury.md

1
2
3
4
5
6
7
8
9
10
11
12

ORDINANCE NO. 2920

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO APPROPRIATE FUNDS FOR DRINKING WATER STATE REVOLVING FUND PROJECTS INCLUDING THE NAYLOR MILL WATER MAIN EXTENSION PROJECT, A PFAS STUDY AT THE PALEO WATER TREATMENT PLANT AND A LEAD SERVICE LINE REPLACEMENT PROJECT.

WHEREAS, the City of Salisbury is eligible to receive \$6,742,060.00 from the Maryland Water Quality Financing Administration through the Drinking Water State Revolving Fund (DWSRF) Bipartisan Infrastructure Law (BIL) for three projects listed below:

		Naylor Mill Water Main	PFAS Study at Paleo WTP	Lead Service Line Replacement
FFY22 DWSRF BIL Emerging Contaminants	Loan Principal Forgiveness	\$ 2,762,822.00	\$ -	\$ -
FFY23 DWSRF BIL Emerging Contaminants	Loan Principal Forgiveness	\$ 2,112,088.00	\$ -	\$ -
FFY24 DWSRF BIL General Supplement	Loan Principal Forgiveness	\$ -	\$ 100,000.00	\$ -
FFY24 DWSRF BIL Lead Service Line (LSL)	Loan	\$ -	\$ -	\$ 441,787.00
FFY24 DWSRF BIL LSL	Loan Principal Forgiveness	\$ -	\$ -	\$ 1,325,363.00
Total		\$ 4,874,910.00	\$100,000.00	\$ 1,767,150.00

13
14
15
16
17
18

WHEREAS, the Naylor Mill Water Main Extension Project is necessary to serve the Naylor Mill Mobile Home Park with municipal water and the project will improve the City’s water distribution system hydraulics, redundancy and water quality by extending the water distribution system to loop to the existing water mains in the Westwood Commerce Park; and

19
20
21

WHEREAS, the PFAS Study at the Paleo Water Treatment Plant is necessary to evaluate treatment alternatives for per- and polyfluoroalkyl substances (PFAS); and

22
23
24
25

WHEREAS, the Lead Service Line replacement project is necessary to replace water services to approximately 330 properties in the southwest quadrant of the City of Salisbury’s water distribution system which is bounded by W Carroll St, Camden Ave, South Blvd, and Waverly Dr; and

26
27
28
29

WHEREAS, design and administration are eligible expenses which are reimbursable by the Water Quality Financing Administration upon acceptance of the construction bids by the Maryland Board of Public Works; and

30
31
32

WHEREAS, the PFAS study eligible expenses are reimbursement by the Water Quality Financing Administration upon acceptance of the study bids by the Maryland Board of Public Works; and

33
34
35

WHEREAS, the City must forward fund the study, design and administration of the project until study and construction bids are approved by the Maryland Board of Public Works; and

36
37
38

WHEREAS, the City must forward fund construction for the time period from payment to construction contractors to reimbursement from the Maryland Department of the Environment; and

39 **WHEREAS**, the State of Maryland cannot grant approval of the projects until the study bids and
40 construction bids are approved by the Maryland Board of Public Works; and

41
42 **WHEREAS**, if approval is not obtained from the Maryland Board of Public Works, then the City
43 hereby acknowledges that the City would need to find another source of funding to continue with the
44 aforementioned project; and

45
46 **WHEREAS**, Ordinance No. 2842 allocated \$718,250 for the design and administration of the
47 Naylor Mill Water Main Extension Project; and

48
49 **WHEREAS**, the additional forward funding for each project has been estimated as \$250,000 for
50 Naylor Mill Water Main, \$410,000 for Lead Service Lines replacement, and \$50,000 for the PFAS Study;
51 and

52
53 **WHEREAS**, funds are available from surplus to be transferred from the Water Sewer Fund
54 as Pay GO to the Water Sewer Capital Project fund for the Project; and

55
56 **WHEREAS**, the forward funding provided by the Water Sewer fund will be reimbursed by the
57 Water Sewer Capital Project fund when the anticipated funds from the State of Maryland are received and
58 the corresponding appropriations in the Water Sewer Capital Project funds will be canceled; and

59
60 **WHEREAS**, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract
61 that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

62
63 **WHEREAS**, the appropriations necessary to execute the project study, design, construction and
64 administration as provided hereinabove must be made upon the recommendation of the Mayor and the
65 approval of four-fifths of the Council of the City of Salisbury.

66
67 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF**
68 **THE CITY OF SALISBURY, MARYLAND**, as follows:

69
70 **Section 1.** Mayor Randolph J. Taylor is hereby authorized to appropriate funds for the
71 aforementioned projects in the amount of \$710,000.00.

72
73 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
74 **SALISBURY, MARYLAND**, as follows:

75
76 **Section 2.** The City of Salisbury’s FY25 Water Sewer Fund Budget be and hereby is amended
77 as follows:

78

<u>Project</u>	<u>Type</u>	<u>Account</u>	<u>Account Description</u>		<u>Amount</u>
Water Sewer Fund	Revenue	60100-469810	Use of Surplus	Increase	710,000
Water Sewer Fund	Revenue	91002-599108	Transfer – Water Sewer Capital Projects	Increase	710,000

79
80

81
82
83
84

Section 3. The City of Salisbury’s Water Sewer Capital Project Fund Budget be and hereby is amended as follows:

Naylor Mill Water Main	Revenue	97060-469161-50050	FFY22 DWSRF BIL Emerging Contaminants	Increase	250,000
Naylor Mill Water Main	Expense	97060-513026-50050	Construction	Increase	250,000
PFAS Study Paleo WTP	Revenue	97060-469161-TBD	FFY24 DWSRF BIL General Supplement	Increase	50,000
PFAS Study Paleo WTP	Expense	97060-513020-TBD	Engineering	Increase	50,000
Lead Service Line Replacement	Revenue	97060-469161-TBD	FFY24 DWSRF BIL Lead Service Line (LSL) Loan	Increase	410,000
Lead Service Line Replacement	Expense	97060-513026-TBD	Construction	Increase	260,000
Lead Service Line Replacement	Expense	97060-513020-TBD	Engineering	Increase	150,000

85
86
87
88

Section 4. The City of Salisbury’s Water Sewer Capital Project Fund Budget be and hereby is amended as follows:

<u>Project</u>	<u>Type</u>	<u>Account</u>	<u>Account Description</u>		<u>Amount</u>
Naylor Mill Water Main	Revenue	97060-469323-50050	FFY22 DWSRF BIL Emerging Contaminants Loan Forgiveness	Increase	2,762,822
Naylor Mill Water Main	Revenue	97060-469324-50050	FFY23 DWSRF BIL Emerging Contaminants Loan Forgiveness	Increase	2,112,088
Naylor Mill Water Main	Expense	97060-513026-50050	Construction	Increase	4,874,910
PFAS Study Paleo WTP	Revenue	97060-469323-TBD	FFY24 DWSRF BIL General Supplement Loan Forgiveness	Increase	100,000
PFAS Study Paleo WTP	Expense	97060-513026-TBD	Construction	Increase	100,000
Lead Service Line Replacement	Revenue	97060-469320-TBD	FFY24 DWSRF BIL Lead Service Line (LSL) Loan	Increase	441,787
Lead Service Line Replacement	Revenue	97060-469323-TBD	FFY24 DWSRF BIL LSL Loan Forgiveness	Increase	1,325,363
Lead Service Line Replacement	Expense	97060-513026-TBD	Construction	Increase	1,767,150

89
90
91
92
93
94
95
96
97

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

Section 5. 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.

RESOLUTION NO. 3381

A RESOLUTION OF THE COUNCIL OF CITY OF SALISBURY MAKING A DECLARATION OF OFFICIAL INTENT REGARDING CITY OF SALISBURY'S REASONABLE EXPECTATION TO REIMBURSE FROM PROCEEDS OF A FUTURE BORROWING PROJECT EXPENDITURES MADE IN CONNECTION WITH A PROJECT GENERALLY REFERRED TO AS "LEAD SERVICE LINE REPLACEMENT PHASE 1;" AND GENERALLY RELATING THERETO.

RECITALS

WHEREAS, City of Salisbury, a municipal corporation of the State of Maryland (the "City"), is in the process of undertaking a project generally referred to as "Lead Service Line Replacement Phase 1" (the "Project"); and

WHEREAS, the City anticipates borrowing money for costs of the Project, such borrowing to be evidenced by one or more series of general obligation bonds or other evidences of indebtedness to be issued by the City (collectively, or individually by series, the "Bonds"); and

WHEREAS, the Maryland Water Infrastructure Financing Administration ("MWIFA") has preliminarily indicated that it can make two loans to the City for project purposes, one such loan to be evidenced by a general obligation bond issued to MWIFA the interest on which will be excludable from gross income for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the other such loan to be evidenced by a general obligation bond issued to MWIFA that is subject to principal forgiveness and, therefore, will not be issued on a tax-exempt basis for purposes of the Code; and

WHEREAS, the general obligation bond issued by the City to MWIFA on a tax-exempt basis for purposes of Section 103 of the Code is expected to be issued in an original principal amount not to exceed \$441,787 and the general obligation bond issued by the City to MWIFA on a taxable basis for purposes of Section 103 of the Code is expected to be issued in an original principal amount not to exceed \$1,325,363; and

WHEREAS, in the event the City is not able to borrow from MWIFA all of the anticipated loan funds to finance, reimburse or refinance costs of the Project, the City reasonably anticipates that it will have to borrow money for costs of the Project from another available source, and that such borrowing will be evidenced by one or more Bonds issued by the City; and

WHEREAS, prior to issuing any Bonds to MWIFA or another lender or purchaser, it may be necessary to incur one or more borrowings in order to finance costs of the Project on an interim basis; and

Underlining : Indicates material added by amendment after introduction
~~Strike-through~~ : Indicates material deleted by amendment after introduction

WHEREAS, the City reasonably expects to spend City funds on costs of the Project prior to issuance of the Bonds to MWIFA (or to any other lender or purchaser in the event MWIFA is not able to provide all of the desired loan funding), and (i) to reimburse the City from proceeds of the Bonds for all or a portion of such moneys expended, and/or (ii) to use Bond proceeds to refinance all or a portion of any interim borrowing incurred or issued by the City that is applied to reimburse the City for all or a portion of such prior expenditures for costs of the Project; and

WHEREAS, Section 1.150-2 of the U.S. Treasury Regulations (the “Reimbursement Regulations”) provides that a local government funding “original expenditures” intended to be reimbursed from the proceeds of tax-exempt “obligations” must make a declaration of “official intent” in order to qualify such original expenditures for reimbursement from a “reimbursement bond,” all within the meaning of the Reimbursement Regulations; and

WHEREAS, the City is an “issuer” for purposes of the Reimbursement Regulations and the Council of the City wishes to adopt this Resolution for the purpose of evidencing the clear and official intent of the City to reimburse from tax-exempt reimbursement bond proceeds (meaning the Bonds or any interim financing incurred or issued in anticipation of the Bonds) original expenditures made in connection with the Project.

SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that:

(a) The Recitals to this Resolution are deemed a substantive part of this Resolution and are incorporated by reference herein, and capitalized terms defined in the Recitals to this Resolution and not otherwise defined herein will have the meanings given to such terms in the Recitals hereto.

(b) The name used for the Project in this Resolution is the name by which the Project is generally identified in the applicable materials of the City. It is hereby expressly recognized that expenditures for the Project and/or issuance of any Bonds or of any interim financing incurred or issued in anticipation of any Bonds may occur in the current fiscal year or a subsequent fiscal year. References in this Resolution to the Project shall be deemed to (i) be to the Project as it may be referred to by a similar but not the exact same name in applicable City materials, including any City budget or City capital improvement plan, and (ii) include any changes in the scope of activities of the Project and/or the name of the Project made by the City in accordance with applicable law, including (without limitation) in future fiscal years. References in this Resolution to costs of the Project shall be deemed to be to expenditures that constitute capital expenditures and, to the extent applicable, (i) costs of issuance of any borrowing relating to the Project and (ii) capitalized interest.

SECTION 2. AND BE IT FURTHER RESOLVED that in accordance with the Reimbursement Regulations, the City hereby makes this declaration of its reasonable expectation to expend money on costs of the Project prior to the issuance of the Bonds (or any interim financing incurred or issued in anticipation of the Bonds) and to use proceeds of the tax-exempt Bonds (or of any such interim financing), which tax-exempt Bonds and/or interim financing will qualify as a “reimbursement bond” for purposes of the Reimbursement Regulations, to reimburse all or a

portion of such original expenditures made with respect to the Project. This Resolution is intended to be a declaration of official intent within the meaning of the Reimbursement Regulations.

SECTION 3. AND BE IT FURTHER RESOLVED that the maximum principal amount of the tax-exempt Bonds to be issued for the Project (and the maximum principal amount of any interim financing to be incurred or issued by the City in anticipation of the tax-exempt Bonds issued for the Project) is \$441,787.00 (in each such case).

SECTION 4. AND BE IT FURTHER RESOLVED that the provisions of this Resolution shall be liberally construed in order to effectuate the purposes of this Resolution.

SECTION 5. AND BE IT FURTHER RESOLVED that this Resolution may be executed (i) in counterparts and/or (ii) to the extent not prohibited by applicable law, by electronic, stamped or facsimile signature, and all executed counterparts of this Resolution shall be treated as one and the same resolution.

SECTION 6. AND BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption by the Council and approval by the Mayor. Pursuant to Charter Section SC7-46A, this Resolution may not be petitioned to referendum.

THIS RESOLUTION was introduced and duly adopted at a meeting of the Council of the City of Salisbury held on the 24 day of February, 2025.

ATTEST:

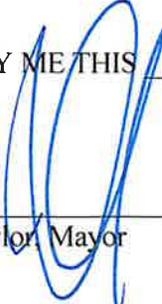


Julie A. English, City Clerk



D'Shawn M. Doughty, President
Salisbury City Council

APPROVED BY ME THIS 27 DAY OF February, 2025:



Randolph J. Taylor, Mayor



MEMORANDUM

To: Cori Cameron, Director of Water Works, City of Salisbury, MD

From: Jeffrey Fretwell, MD Water Infrastructure Financing Administration Director

Date: October 16, 2023

Subject: Notification of FFY 2023 Drinking Water State Revolving Fund (DWSRF) Intended Use Plan (IUP) Funding

The Maryland Infrastructure Financing Administration (MWIFA) identified the project(s) listed below on the FFY 2023 DWSRF IUP for financing in the amount(s) shown¹.

Project Name: NAYLOR MILL MHP WATER SYSTEM EXTENTION AND PFAS REMEDIATION		
Program	Loan	Loan Principal Forgiveness
FFY23 DWSRF Base	\$0	\$0
FFY23 DWSRF BIL Gen Supp	\$0	\$0
FFY22 DWSRF BIL Emerging Contaminants	\$0	\$2,762,822
FFY23 DWSRF BIL Emerging Contaminants	\$0	\$2,112,088
FFY22 DWSRF BIL Lead Service Line Repl.	\$0	\$0
FFY23 DWSRF BIL Lead Service Line Repl.	\$0	\$0
Notifications of State grant funding to FFY 2023 DWSRF IUP projects will be made in Spring 2024.		

This is not a commitment to lend. Final loan and loan principal forgiveness amounts will be determined based on the MWIFA-approved project budget. All programmatic requirements MUST be completed and BPW approval received prior to receiving any SRF funding.

The MWIFA SRF Funding Coordinator for the project(s) listed above is MiYarnie Johnson; please contact him at miyarnie.johnson@maryland.gov with questions or concerns regarding this letter, the attached programmatic requirements, and/or the funding process.

Please be aware of the following:

- Enclosed are the programmatic requirements that must be completed prior to loan closing.

¹ MWIFA may provide additional loan funding for the project if the need arises and as capacity allows.

- Loan term is up to 30 years (up to 40 years for Disadvantaged Communities), not to exceed the useful project life as determined by the State.
- Interest rates are calculated based on the monthly average Bond Buyer 11-Bond Index (BB11-BI); the Standard Rate is equal to 50% of the average BB11-BI and the Disadvantaged Community interest rate is equal to 25% of the average BB11-BI. The interest rate for the project(s) listed above will be set based on the BB11-BI of the month preceding the loan closing. For loans that closed in Fiscal Year 2023, the Standard Rate ranged from 1.60% to 1.90% and the Disadvantaged Community Rate ranged from 0.80% to 0.90%.
- MWIFA will review the borrower's financial condition to determine if there is sufficient coverage to repay debt on the aforementioned loan(s). Please provide the three most recent years of audited financial statements, a schedule of water and sewer rates, any relevant information regarding debt commitments or factors that impact the borrowing entity's financial condition, and the dedicated source(s) of revenue for repayment for SRF financing of the project(s) to the funding coordinator.
- The Administrative Fee is 5% of the total debt service divided by 30, collected in equal annual installments over the life of the loan. This is equivalent to an interest rate impact of ~35 basis points.

Please note that the demand for SRF funding is extremely high; therefore,

- Please notify your funding coordinator as soon as possible if you choose to decline the SRF funding.
- **Projects identified for funding are expected to start construction by December 2024 in accordance with the application you submitted; funding may be deleted from projects that do not proceed to construction by this time.** The applicant will be notified of this action and will have an opportunity to reapply for future financial assistance. Notify your funding coordinator of schedule delays.

We look forward to working with you throughout the loan origination process.

Enclosure: Programmatic Requirements

Cc: Andrew Kitzrow, Ron Clapper, Amanda Pollack
Elaine Dietz, MWIFA
Paul Emmart and MiYarnie Johnson, MWIFA Capital Planning & Finance Division
Tonya Randall and Emmanuel Osadebe, MWIFA Capital Planning Contract Division
Shauna Lu, MWIFA Accounting Unit
Larry Love and Richard Pencek, MWIFA Underwriting
Mehdi Majedi, Sunita Boyle, and Brandon Choi, Engineering Capital Projects Program
Mary R. Sheppard and Rebecca B. Reske, MD Office of the Attorney General



MEMORANDUM

To: Cori Cameron, Director of Water Works (via email)

From: Jeffrey Fretwell, MD Water Infrastructure Financing Administration Director

Date: October 18, 2024

Subject: Notification of FFY 2024 Drinking Water State Revolving Fund (DWSRF) Intended Use Plan (IUP) Funding

The Maryland Infrastructure Financing Administration (MWIFA) identified the project(s) listed below on the FFY 2024 DWSRF IUP for financing in the amount(s) shown¹.

Project Name: PFAS Study at Park WTP		
Program	Loan	Loan Principal Forgiveness
FFY24 DWSRF Base	\$0	\$0
FFY24 DWSRF BIL Gen Supp	\$0	\$100,000
FFY24 DWSRF BIL Emerging Contaminants	\$0	\$0
FFY24 DWSRF BIL Lead Service Line Repl.	\$0	\$0
Notifications of State grant funding to FFY 2024 DWSRF IUP projects will be made in Spring 2025.		

Project Name: PFAS Study and Filter Replacement at Paleo Water Treatment Plant in the City of Salisbury, MD		
Program	Loan	Loan Principal Forgiveness
FFY24 DWSRF Base	\$0	\$0
FFY24 DWSRF BIL Gen Supp	\$0	\$100,000
FFY24 DWSRF BIL Emerging Contaminants	\$0	\$0
FFY24 DWSRF BIL Lead Service Line Repl.	\$0	\$0
Notifications of State grant funding to FFY 2024 DWSRF IUP projects will be made in Spring 2025.		

¹ MWIFA may provide additional loan funding for the project if the need arises and as capacity allows.

Project Name: LSL Replacement Phase 1		
Program	Loan	Loan Principal Forgiveness
FFY24 DWSRF Base	\$0	\$0
FFY24 DWSRF BIL Gen Supp	\$0	\$0
FFY24 DWSRF BIL Emerging Contaminants	\$0	\$0
FFY24 DWSRF BIL Lead Service Line Repl.	\$441,787	\$1,325,363
Notifications of State grant funding to FFY 2024 DWSRF IUP projects will be made in Spring 2025.		

This is not a commitment to lend. Final loan and loan principal forgiveness amounts will be determined based on the MWIFA-approved project budget. All programmatic requirements MUST be completed and BPW approval received prior to receiving any SRF funding.

Please be aware of the following:

- Enclosed are the programmatic requirements that must be completed prior to loan closing.
- Loan term is up to 30 years (up to 40 years for Disadvantaged Communities), not to exceed the useful project life as determined by the State.
- Interest rates are calculated each month, based on the average Bond Buyer 11-Bond Index (BB11-BI), with the Standard Rate equal to 50% of the average BB11-BI; the Disadvantaged Community interest rate is equal to 25% of the average BB11-BI. The interest rate for the projects listed above will be set based on the BB11-BI of the month preceding the loan closing. For loans that closed in Fiscal Year 2024, the Standard Rate ranged from 1.60% to 2.00% and the Disadvantaged Community Rate ranged from 0.80% to 1.00%.
- The Administrative Fee is 5% of the total debt service divided by the total number of scheduled Administrative Fee payments, collected in equal annual installments over the life of the loan.
- MWIFA will review the borrower's financial condition to determine if there is sufficient coverage to repay debt on the aforementioned loan(s). Please provide the three most recent years of audited financial statements, a schedule of water and sewer rates, any relevant information regarding debt commitments or factors that impact the borrowing entity's financial condition, and the dedicated source(s) of revenue for repayment for SRF financing of the project(s) to Gerald Gorham, Jr., MWIFA's underwriter, at gerald.gorham@maryland.gov

The MWIFA SRF Funding Coordinator for the projects listed above is MiYarnie Johnson; please contact him at miyarnie.johnson@maryland.gov with any questions or concerns regarding this letter, the attached programmatic requirements, and/or the funding process.

Please note that the demand for SRF funding is extremely high; therefore,

- Please notify your funding coordinator as soon as possible if you choose to decline the SRF funding.
- **Projects identified for funding are expected to start construction by the end of December 2025 in accordance with the application you submitted.** Notify your funding coordinator of schedule changes.

Please feel free to contact us with any questions or concerns regarding this letter, the attached programmatic requirements, and/or the loan origination process. We look forward to working with you throughout the loan origination process.

Enclosure: Programmatic Requirements

Cc: Andrew Kitzrow and Ron Clapperr, City of Salisbury
Amanda Pollack, Center for Watershed Protection
Elaine Dietz, MWIFA
Paul Emmart and MiYarnie Johnson, MWIFA Capital Planning & Finance Division
Tonya Randall and Emmanuel Osadebe, MWIFA Capital Planning Contract Division
Shauna Lu, MWIFA Accounting Unit
Gerald Gorham, Jr., MWIFA Underwriting
Mehdi Majedi, Sunita Boyle, and Matthew Marshall, Engineering Capital Projects Program
Mary R. Sheppard and Rebecca B. Reske, MD Office of the Attorney General



To: Andy Kitzrow, City Administrator
From: Cori Cameron, Director of Water Works
Date: January 15, 2025
Re: Budget Ordinance - PFAS Study and Treatment

The Department of Water Works is requesting consideration for a budget ordinance to move funds from Pay Go accounts for Restore Park Well Field project account 97030-513020-50031 into the PFAS Study and Treatment project account 97030-513026-50052. The funds will allow Water Works to fast track the PFAS Study in the Park Well Field which will include boring samples for deeper wells and evaluating the plant for PFAS treatment additions. Water Works would like to move forward with this project now so we can have a plan in place to apply for federal grant or low interest loan funds in January of 2026. January of 2026 will be the last year funds are specifically designated for PFAS projects through Maryland Water Infrastructure Financing Administration. In addition, these funds would allow us to move forward with the bench testing of the PFAS at the Paleo Plant.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

ORDINANCE NO. 2921

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING A BUDGET AMENDMENT AND THE MAYOR TO APPROPRIATE FUNDS FOR THE PFAS STUDY AND TREATMENT.

WHEREAS, the City of Salisbury has determined an additional \$175,000 is needed to complete the PFAS Study; and

WHEREAS, the City of Salisbury has \$175,000.00 that can be applied to this project in Account 97030-513020-50031 – Restore Park Well Field and 97030-513026-50031 Restore Park Well Field and is available to transfer to the Water Sewer Capital Project funds for the PFAS Study and Treatment.

WHEREAS, the appropriations necessary to execute this budget amendment as provided hereinabove 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 appropriate additional funds for the PFAS Study and Treatment Project 97030-513026-50052 in the amount of \$175,000.00.

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

Section 2. The City of Salisbury’s Water Sewer Capital Project Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account	Account Description	Amount
Decrease	Expense	Water/Sewer Capital Project	97030-513020- 50031	Restore Park Well Field	35,000
Increase	Expense	Water/Sewer Capital Project	97030-513026- 50052	PFAS Study and Treatment	35,000
Decrease	Expense	Water/Sewer Capital Project	97030-513026- 50031	Restore Park Well Field	140,000
Increase	Expense	Water/Sewer Capital Project	97030-513026- 50052	PFAS Study and Treatment	140,000

30
31
32
33
34

Section 3. The City of Salisbury’s Water Sewer Capital Project Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	PFAS Study and Treatment	Transfer Water Sewer Revolving	97030-469162-50052	175,000

Decrease	Revenue	Restore Park Well Field	Transfer Water Sewer Revolving	97030-469162-50031	175,000
----------	---------	-------------------------	--------------------------------	--------------------	---------

35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 24 day of February, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____ day of _____, 2025.

ATTEST:

Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

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

Randolph J. Taylor, Mayor



City of Salisbury

To: Andy Kitzrow, City Administrator
From: Cori Cameron, Director of Water Works
Date: January 15, 2025
Re: Budget Ordinance – Elevated Water Tank Maintenance

The Department of Water Works is requesting consideration for a budget ordinance to move funds from Paleo Ground Storage Tank project account 97030-513026-50046 into the Elevated Water Tank Maintenance project account 97030-513026-50016. The funds will allow Water Works to solicit bids to paint the Salisbury University Water Tower. The Paleo Ground Storage Tank was painted in 2024 and the Salisbury University Tower needs cleaning and painting. This tower holds two million gallons of the city's water supply so it is a little more expensive to do the maintenance. Preliminary bid estimates came in higher than the current account balance. The extra funds will help to complete the task.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

ORDINANCE NO. 2922

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING A
BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR COMPLETION
OF THE ELEVATED WATER TANK MAINTENANCE PROJECT.**

WHEREAS, the City of Salisbury has determined an additional \$70,000 is needed to complete the Elevated Water Tank Maintenance; and

WHEREAS, the City of Salisbury has \$70,000.00 that can be applied to this project in Account 97030-513026-50046 – Paleo Ground Storage Tank and is available to transfer to the Water Sewer Capital Project funds for the Elevated Water Tank Maintenance.

WHEREAS, the appropriations necessary to execute this budget amendment as provided hereinabove 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 appropriate additional funds for the Elevated Water Tank Maintenance 97030-513026-50016 in the amount of \$70,000.00.

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

Section 2. The City of Salisbury’s Water Sewer Capital Project Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account	Account Description	Amount
Decrease	Expense	Water/Sewer Capital Project	97030-513026- 50046	Paleo Ground Storage Tank	70,000
Increase	Expense	Water/Sewer Capital Project	97030-513026- 50016	Elevated Water Tank Maintenance	70,000

30
31
32
33

Section 3. The City of Salisbury’s Water Sewer Capital Project Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	Elevated Water Tank Maintenance	Transfer Water Sewer Revolving	97030-469162-50016	70,000
Decrease	Revenue	Paleo Ground Storage Tank	Transfer Water Sewer Revolving	97030-469162-50046	70,000

36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 24 day of February, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____ day of _____, 2025.

ATTEST:

Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

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

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Rob Frampton, Fire Chief
Date: 1/14/2025
Subject: Ordinance Request

The Salisbury Fire Department is requesting an ordinance that will change the Salisbury City Code with regards to Fire Alarms. The department has a desire to clarify the Code on what is an “Alarm Site”, what is meant by “Location”, and how False Alarms are counted. The problem that currently exists is when there are multiple buildings on one alarm system and the need to clarify that this is one alarm system and not separate alarm systems for each building. This impacts how we count false alarms with regards to issuing fines for non-compliance or failure to correct a fire alarm issue. The need for this change was agreed upon by Legal and they have approved the attached Ordinance that will clarify this issue with regards to the counting of false alarms and what is meant by the location and alarm site. I look forward to your support and approval to request this be added to an upcoming agenda.

42 "Alarm agent" means any person employed by an alarm company whose duties shall
43 include the altering, installing, maintaining, moving, repairing, replacing, selling, servicing,
44 responding, or causing others to respond, to an alarm system.

45 "Alarm company" means any person who engages in the business of altering, maintaining,
46 selling at retail, servicing or responding to an alarm system but does not include telephone
47 answering services which receive alarm activation signals and relay information to the Police or
48 Fire Department dispatch centers but do not function in any other manner.

49 "Alarm dispatch notification" means the process for notification of the Fire or Police
50 dispatch centers indicating that an alarm, either automatic or manual, has been activated at a
51 particular alarm site.

52 "Alarm signal" means the actual activation of an alarm system.

53 "Alarm site" means a single premise or location **with multiple premises** served by an
54 alarm system or systems.

55 "Alarm system" means any assembly of equipment, mechanical or electrical, device, or
56 series of devices, including, but not limited to, systems interconnected by radio frequency signals,
57 arranged or designed to signal an alarm indicating an unauthorized entry to, or criminal activity
58 requiring attention and to which the Police are expected to respond. It shall also mean an alarm
59 indicating fire, smoke, excessive heat, or sprinkler water flow in the occupancy by emitting or
60 transmitting a remote or local audible, visual, or electronic signal indicating an alarm condition
61 that requires immediate attention and to which the Fire Department is expected to respond. Alarm
62 system includes devices activated automatically, such as burglar alarms, fire, heat, or smoke
63 detectors, water flow alarms and devices activated manually, such as holdup alarms and individual
64 emergency pull stations. Alarm system does not include an alarm installed on a vehicle or an alarm
65 designed to alert only the occupants of a premise that does not have a sounding device that is
66 audible on the exterior of the alarm site.

67 "Alarm user" means any owner or lessor of any alarm system, the occupant of any dwelling
68 unit with an alarm system, each tenant using an alarm system in a multi-tenant occupancy, or any
69 person, firm, partnership, corporation, government or other entity which uses an alarm system at
70 an alarm site.

71 "Audible alarm system" means an alarm system, which utilizes an audible device such as
72 a siren, bell, horn, klaxon, etc., as a warning device when the alarm is activated.

73 "Automatic dialing device" means an alarm system, which automatically sends over a
74 regular telephone line, by, direct connection or otherwise, a prerecorded voice message indicating
75 the existence of the emergency situation that the alarm system is designed to detect.

76 "Cancellation" means verification from the alarm business or company that there is no
77 actual emergency at the alarm site and there is no further need for the Police or Fire Department
78 to respond.

79 "Central monitoring station" means any office, station, or telephone answering service
80 where trained employees monitor and/or receive emergency signals from alarm systems, and relay
81 messages from such signals by live voice to the City of Salisbury Police and Fire Department
82 telecommunications and dispatch center.

83 "City" means the City of Salisbury, Maryland.

84 "Control panel" means the on-site central processing unit designed to control, manage, and
85 operate an alarm system.

86 "Digital dialer" means a device that transmits digital signals from an alarm system to a
87 central monitoring station through the telephone network.

88 "Enhanced Call Verification" means that all central monitoring stations that handle
89 residential or commercial intrusion and/or burglar alarm activations shall make two phone calls in
90 an attempt to verify the validity of any monitored alarm activation.

91 "False alarm" means an alarm dispatch request to the Police or Fire Department, which
92 results in the responding officer(s) finding no evidence of a criminal offense, attempted criminal
93 offense, or an actual fire or medical emergency, after completing an investigation of the alarm site.

94 "Fire Chief" means the Chief of the Fire Department of the City of Salisbury, or his/her
95 designee.

96 "Fire Department" means the City of Salisbury Fire Department.

97 "Fire Department dispatch center" means the agency responsible for dispatching the Fire
98 Department for event response.

99 "Holdup alarm system" means an alarm system signaling a robbery or attempted robbery.

100 "Key box entry system" means a device designed to safely secure keys, or other
101 information, for use by Fire Department personnel to quickly gain access to the control panel.

102 "Keypad or touch pad" means a device that permits the control of an alarm system by the
103 manual entering of a coded sequence of numbers or letters.

104 **"Location" means an entire tract or parcel of land and includes tracts or parcels of**
105 **land that contain multiple buildings and/or multiple alarm systems.**

106 "Monitoring" means the process by which an alarm company receives signals from alarm
107 systems and relays an alarm dispatch notification to the dispatching agency for the purpose of
108 summoning fire, emergency medical services, and/or police personnel to respond to the alarm site.

109 "Opt Out" means the process by which a verified alarm user notifies the alarm company or
110 alarm agent that the alarm user has chosen to waive the Enhanced Call Verification (ECV) required
111 by this Chapter.

112 "Person" means any person, firm, partnership, association, corporation, company of any
113 kind.

114 "Police Chief" means the Chief of the Police Department of the City of Salisbury, or his/her
115 designee.

116 "Police Department" means the City of Salisbury Police Department.

117 "Proprietor" means any person who owns or controls the use of property in which an alarm
118 system is installed.

119 "Twelve (12) month period" means any calendar year.

120 "Verification" means the attempt by the alarm company or its representative/s to contact
121 the alarm site by telephone or other electronic means, whether or not actual contact with a person
122 is made, to corroborate, or verify, the information transmitted by the alarm signal.

123 "Written notice" means notice by certified mail, return receipt requested.

124 **8.04.045 – Counting of False Alarms**

125 **An apartment complex or any other tract or parcel of land that contains**
126 **multiple buildings and/or multiple alarm systems shall be considered one single location for**
127 **the purpose of counting the number of False Alarms that occur at a single location.**

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

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

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

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

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

141 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of
142 the City of Salisbury held on the 24 day of February, 2025 and thereafter, a statement of the
143 substance of the Ordinance having been published as required by law, in the meantime, was finally
144 passed by the Council of the City of Salisbury on the ____ day of _____, 2025

145
146 **ATTEST:**

147
148 _____
149 Julie A. English
150 City Clerk

148 _____
149 D'Shawn M. Doughty
150 City Council President

151
152 Approved by me, this ____ day of _____, 2025.

153
154 _____
155 Randolph J. Taylor
156 Mayor



City of Salisbury

Memorandum

To: Andy Kitztrow, City Administrator

From: Chris O'Barsky, Deputy Chief of Administration

Subject: LGIT Reimbursement - FY25 Budget Amendment

Date: 1/3/2025

The Fire Department is requesting the approval of a budget amendment of \$1,000.00 to be placed into our FY25 Operating Budget. The Department's Fire Chief vehicle, at no fault of his own, sustained damage from another vehicle while performing legitimate Salisbury Fire Department duties. An initial deductible was paid out from the Fire Department's Operating budget to pay for repairs. Since then the City has received a reimbursement of \$1,000.00 from LGIT, which has been placed in the General Fund.

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

Attachment: Budget Amendment Ordinance

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

ORDINANCE NO. 2924

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

WHEREAS, damage was sustained to the Fire Chief's vehicle during the performance of legitimate City duties; and

WHEREAS, the Fire Department has paid for the repairs to the Fire Chief's vehicle out of the FY2025 Fire Department Operating Budget; and

WHEREAS, the City has received a total of \$ 1,000.00 from insurance proceeds for the repairs to the Fire Chief's vehicle; and

WHEREAS, the insurance proceeds are needed to replenish the Fire Department's accounts, which, in turn, will bring those accounts in line with planned FY2025 budget expense projections for the remainder of the fiscal year; and

WHEREAS, the budget amendment as provided herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

Section 1. The City of Salisbury's Fiscal Year 2025 General Fund Budget be and is hereby amended as follows:

- (a) Increase the General Fund Revenue – Insurance proceeds account (01000-456935) by \$1,000.00
- (b) Increase the Fire Department's Expense - Vehicles account (24035-534308) by \$1,000.00

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 24 day of February, 2025 and thereafter, a statement of the substance of the Ordinance

53 having been published as required by law, in the meantime, was finally passed by the Council of the City
54 of Salisbury on the _____ day of _____, 2025.
55

56

57 **ATTEST:**

58

59

60

61 _____
Julie A. English, City Clerk

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

62

63

64 Approved by me, this _____ day of _____, 2025.
65

66

67

68 _____
Randolph J. Taylor, Mayor



City of Salisbury

Date: February 3, 2025

To: Andy Kitzrow, City Administrator

From: Chris Truitt, Assistant Chief of EMS

Re: MDH Innovative Cancer Screening Technologies Grant

The Fire Department has been awarded a grant award from the Maryland Department of Health. The Department is asking for this money to be placed in the State of Maryland Revenue Account (see below) to facilitate the purchase Cancer Testing Kits from 2020 Gene Co from the Medical Expense Account. These kits will allow our personnel to be screened for a variety of different cancer types to allow for early detection and treatment.

Name	Account	Amount
Sate of Maryland Revenue	10500-424000	\$29,625.00
Medical Expense	10500-513040	\$29,625.00

This will cover the purchase of 120 cancer testing kits and shipping costs.

ORGANIZATIONS RECEIVING APPROPRIATIONS FROM THE STATE STANDARD GRANT AGREEMENT

This Agreement, which is executed in compliance with Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland, is made this 17th day of February 2025 between the State of Maryland (the "State"), acting through the Maryland Department of Health, (the "Department"), located at 201 West Preston Street, Baltimore, MD and the City of Salisbury, on behalf of Salisbury Fire Department (the "Grantee"), located at 125 N Division St, Salisbury in Wicomico County, Maryland, 21874, a Maryland Limited Liability Company / Corporation.

1. Effective on the date of execution of this Agreement, the State is extending to the Grantee a grant in the amount of Twenty-Nine Thousand Six Hundred Twenty-Five Dollars (\$ 29,625) (the "Grant"), which the Grantee shall use only for the following purposes: to procure and administer innovative cancer screening tests for county firefighters in accordance with Health-General Article §§ 13-4001-13-4007 and as part of the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program for the period of February 17, 2025 - June 30, 2025.

2. Any expenditure of Grant funds that is not consistent with purposes stated in paragraph 1 may, at the sole discretion of the Department, be disallowed. Should any expenditure be disallowed or should the Grantee violate any of the terms of this Agreement, the State may require repayment to the State Treasury, an offset from any State Grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall repay to the State any part of the Grant that is not used for the purposes stated in paragraph 1 within 3 months after the date of this Agreement.

3. The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of real or personal property, or any part of or interest in real or personal property, acquired with Grant funds without the prior written consent of the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least 30 calendar days before any proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the State a percentage of that portion of the Grant allocable to the particular real or personal property transferred or disposed of, unless the Department and the Grantee agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property placed in service after December 31, 1980 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1).

4. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the real or personal property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment of the State of the Grant, in the sole discretion of the Department.

5. The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair practices.

6. The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

A.) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States;

B.) The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement; **the grantee understands and complies with the Conflicts of Interest provision of the Public Ethics Law, Maryland Code Annotated, General Provisions, Title 5, Subtitle 5.**

C.) The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, **is in good standing**, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State; and

D.) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant.

E.) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

7. Within 60 calendar days after the close of any grant period in which the Grantee receives funds under this Agreement, the Grantee shall provide to the Department an itemized statement of expenditures, showing how the funds were expended for that grant period. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least 3 years after the date of this Agreement. The Department, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.

8. The Grantee shall comply with Section 7-221, 7-402, and 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

9. The laws of Maryland shall govern the interpretation and enforcement of this Agreement.

10. This Agreement shall bind the respective successors and assigns of the parties.

11. The Grantee may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of the Department.

12. No amendment to this Agreement is binding unless it is in writing and signed by both parties.

13. The following items are incorporated by referenced and made a part of this Agreement: Appendix A, B & C and Attachment A, B, C, D, E, F & G.

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

GRANTEE

DEPARTMENT

City of Salisbury, on behalf of Salisbury Fire Department

Maryland Department of Health.
(Name of Corporation or Association)

By: _____
SEAL

By: _____
SEAL

Name: _____

Name: Courtney McFadden, MPH

Title: _____

Title: Acting Director, Prevention and Health Promotion Administration

Date: _____

Date: _____

APPENDIX A

The Department's Grant Monitor is:

Sadie Peters
Medical Director, Center for Cancer Prevention & Control
Maryland Department of Health
201 W. Preston Street, 302B
Baltimore, Maryland 21201
410-371-3901
sadie.peters@maryland.gov

The Grantee's Grant Monitor is:

Chris Truitt, EMS Assistant Chief
Salisbury Fire Department
325 Cypress St
Salisbury, MD 21801
410-548-3120 ext. 1807
ctruitt@salisbury.md

I. BACKGROUND INFORMATION OF AGREEMENT

Occupational exposure as a firefighter is carcinogenic. According to the National Institute for Occupational Safety and Health (NIOSH), firefighters have a 9% higher risk of developing cancer and a 14% higher risk of dying from cancer compared to the general United States population. Screening tests that detect early signs of cancers, when the cancer may be easier to treat and cure, can decrease an individual's chance of dying from cancer. However, even with such known occupational exposures, firefighters may have difficulty receiving early cancer screenings because standard cancer screening guidance provides no specific indications for early screening based on this occupation.

As required by Health-General Article §§ 13-4001-13-4007, through the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Program, the Center for Cancer Prevention and Control is funding local fire departments and volunteer fire departments to obtain innovative cancer screening tests that may be unavailable during routine physical examinations or that may not be covered by insurance.

II. DUTIES OF THE GRANTEE

The goal of the Program is to reduce cancer mortality among professional and volunteer firefighters while advancing the adoption of novel technologies that may also benefit the health of Marylanders and the economy of the State. The funds are to be used to cover procurement and administrative costs associated with innovative testing not offered during routine physical or not covered by insurance. Definitive cancer diagnostic testing and treatment are outside the scope of this project.

SCOPE OF WORK:

Firefighters awarded a grant through this program are expected to implement the following:

A. Firefighter Recruitment and Procurement of the Screening Tests

1. Recruit firefighters to be screened with the innovative cancer screening tests.
 - a. Select firefighters at the highest cancer risk based on scientific and medical research reports

B. Test Procurement

1. Procure the innovative cancer screening tests solely for use by the firefighters identified

C. Screening Activities and Associated Records Administration

1. Administer the innovative cancer screening tests with oversight by qualified healthcare providers.
 - a. Maintain an inventory of the innovative cancer screening tests purchased by the Applicant, verify administration of each test, and maintain a record of the innovative cancer screening tests administered by health care providers.
 - b. Retain all records pertaining to the grant for 3 years from the date the final report is submitted to MDH or longer in case of an audit or litigation until the completion of the audit or litigation.
 - c. Participate in audits as required by MDH.

D. Follow-up Diagnostic Testing and Treatment

1. Implement a robust standardized process for follow up testing and diagnosis if screening tests are positive
 - a. Funds independent of those provided by this grant are to be used for follow-up testing and pursuit of diagnoses.

E. Reporting Requirements

1. Submit an interim report describing the progress of the grant along with any invoice submitted.
2. Submit a comprehensive final report describing the activities conducted under the grant for the entire grant period no later than 45 days after the date the grant period ends. The comprehensive final report shall also include:
 - a. The number of individuals screened through the grant
 - b. The type of screening test(s) used
 - c. The cost of the screening test(s)
 - d. The number of cancers detected by the screening test(s)
 - e. The types of cancers detected by the screening test(s)

The City of Salisbury, on behalf of Salisbury Fire Department, will screen 120 firefighters using innovative cancer screening tests obtained with the grant funding provided for this project.

The Remainder of This Page is Left Blank

APPENDIX B

Cost Estimate for:

Maryland Professional and Volunteer Innovative Cancer Screening Technologies Program—City of Salisbury, on behalf of Salisbury Fire Department

PERIOD OF PERFORMANCE - February 17, 2025 - June 30, 2025

Budget Summary			
Line Item	Qty	Unit Cost	Total Cost
One Test Commercial	120	\$245	\$29,400.00
Shipping and Handling	3	\$75	\$225
Total			\$29625.00
<i>(after \$12,000 discount for repeat customer)</i>			

One Test Commercial: \$29,400

Justification: This will cover the cost for 120 tests, enough to test each member of the SFD that voluntarily participates based on past use indicators and expected participation this year.

Shipping and Handling: \$225

Justification: This covers the costs associated with shipping the completed tests to OneTest for analysis.

III. DUTIES OF THE DEPARTMENT

Other than awarding the funds to the City of Salisbury, on behalf of Salisbury Fire Department, for this project MDH's Center for Cancer Prevention and Control will:

- Provide necessary technical support and monitoring to City of Salisbury, on behalf of Salisbury Fire Department, to ensure state and federal grant compliance.

This includes but is not limited to:

- Completion of the MDH Office of the Inspector General Risk Assessment
- Completion of the Standard Grant Agreement Checklist
- Determination of Good Standing With The State of Maryland
- Review for Debarment, Suspension, or any Exclusion from doing business with Maryland
- Determination regarding No Conflicts of Interest
- Review of Single Audits
- Review for Debarment, Suspension, or any Exclusion from doing business with the Federal Government

The Remainder of This Page is Left Blank

SECTION IV. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents described below, if any, are hereby incorporated into and made an integral part of this Agreement: (Type "None", if none)

Exact Title of Document(s)	Number of Pages
<u>Conditions of Award- Attachment A</u>	<u>2</u>
<u>Federal Funds- Attachment B (Not applicable to this project)</u>	<u>2</u>
<u>Debarment Affirmation- Attachment C</u>	<u>2</u>
<u>Certification Regarding Tobacco Smoke- Attachment D</u>	<u>1</u>
<u>Certification Regarding Lobby- Attachment E</u>	<u>5</u>
<u>Additional Information required for Prevention and Health Promotion Administration Grants - Attachment F</u>	<u>2</u>
<u>Project Narrative - Attachment G</u>	<u>22</u>

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

CONDITIONS OF AWARD

Maryland Department of Health (MDH)

Period of Performance: February 17, 2025 - June 30, 2025

Important Dates:

April 15, 2025: First invoice and progress report due
May 15, 2025: Second invoice and progress report due
June 13, 2025: All funds must be obligated
June 30, 2025: All funds must be spent
August 15, 2025: Final progress and fiscal report due to MDH

The grantee shall comply with these conditions. Consequences for failure to comply with these conditions may include: a point reduction in score for future competitive and non-competitive applications, a reduction of overall award, audit exceptions and/or reduction in future awards.

Program Requirements:

1. The grantee, City of Salisbury, on behalf of Salisbury Fire Department, agrees to comply with MDH guidelines and initiatives with regards to their expenditures/purchases.
2. When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 92.36 and 45 CFR 74.40 through 74.48, including 74.45, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
3. The grantee will perform activities that coordinate, integrate, prioritize and sustain improvements in public health emergency preparedness.
4. The grantee shall participate in conference calls and/or meetings as requested by the Department.
5. The grantee should inform the MDH Center for Cancer Prevention and Control as a courtesy when a presentation or publication is made public that involves programs or data partially or fully funded by MDH, and any federal grants. All reports, data, software, or presentations generated from federal funded projects must be made available to MDH for review and comment prior to release or distribution.
6. The grantee, City of Salisbury, on behalf of Salisbury Fire Department will provide acknowledgement to the Maryland Department of Health when issuing or distributing statements, promotional materials or publications, press releases, requests for proposals/information/applications/etc., bid solicitations, or for meetings and/or conferences that are funded fully or in part with funds awarded through the Department. Please use the following phrase when referencing the Department's support: "This article/conference/ publication/etc. was supported in part/fully by the Maryland Department of Health."

Fiscal Requirements:

1. The grantee shall **not** use Maryland Professional and Volunteer Firefighters Innovative Cancer Screening Technologies Program funds to:
 - a. Support the costs of operating clinical trials of investigational agents, equipment or treatments;
 - b. Make payments directly to recipients of services, except for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in State or consortia activities;
 - c. Support legal services;
 - d. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
 - e. Purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling;
 - f. Pay property taxes;
 - g. Fund capital improvement projects;
 - h. Supplant personnel costs and/or other activities.
 - i. Prepare, distribute, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body.

2. The grantee will comply with all MDH and federal fiscal requirements for timely submission of detailed budgets and budget modifications, including monthly invoice requirements.
3. The grantee will return any unspent and unobligated funds to MDH and provide the necessary supporting documentation.

Audits:

The grantee shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F - Audit Requirements. An electronic copy of all audits (2 CFR 200 Subpart F, as well as independent auditors) performed against federal funding should be forwarded to the Department for review.

Site Visits and Surveys:

1. As requested, the grantee shall participate fully in the MDH Center for Cancer Prevention and Control Quality Improvement and Technical Assistance activities, which may include, but are not limited to:
 - a. Comprehensive site visits at the Department's request within the project period;
 - b. Interviews of staff, review of fiscal and program records, **monitoring, risk assessment**, review of inventory purchased against federal funding, interviews with administrators, and observation of program activities/facility.

Equipment Inventory Requirements:

Equipment purchased with federal funds may be recalled or requested to support local, regional and/or statewide emergency response efforts and must be cataloged for future reference and review. Cataloging of equipment should be updated and maintained throughout the project period.

Risk Assessment:

The grantee/sub-grantee/sub-recipient shall be required to participate in an MDH Risk Assessment in accordance with Federal OMB 2 CFR §200.205 (b) thru (d), §200.207, and §200.331 (b) thru (h). As part of this requirement, sub-recipients will be monitored based on a risk level of High, Medium or Low. Each risk level imposes certain monitoring requirements set by the MDH Office of the Inspector General in accordance with the above federal guidelines.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Not applicable for this Firefighters Innovative Cancer Screening Project

FEDERAL FUNDS

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Maryland Department of Health.]

1. Form and rule enclosed: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying”. It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, and education or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - a) OMB 2 CFR 200, Subpart F, Audit Requirements requires that grantees (both recipients and subrecipients) which expend a total of \$750,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. and the Office of Management and Budget (OMB) 2 CFR 200, Subpart F.
 - b) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - c) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- i. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

- iii. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- iv. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- v. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation-programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health...services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration), NIH (National Institute of Health), CDC (Center for Disease Control and Prevention), and HHS (Health and Human Services) are prohibited from paying any direct salary at a rate of Executive Level II or more than \$189,600 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants, Public Health and Emergency Preparedness and Hospital Preparedness Program Cooperative Agreements.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/Certification/Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

DEBARMENT AFFIRMATIONS

In accordance with the requirements of United States Office of Management and Budget’s Grants and Cooperative Agreements with State and Local Governments OMB 2 CFR 200.213, Suspension and debarment:

A. **AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the _____
(Title)

and the duly authorized representative of

City of Salisbury, on behalf of Salisbury Fire Department

and that I possess the legal authority to make this Affidavit on behalf of myself and the entity for which I am acting.

B. **AFFIRMATION REGARDING DEBARMENT**

I HEREBY AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entities, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the entity, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

C. **AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

1. The entity was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The entity is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

D. **SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entity, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

The Remainder of This Page is Left Blank

DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Services
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENT TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for impatiens drug or alcohol treatment, service providers whose sole sources of applicable Federal funds are Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply will result with the monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

X

Signature of Authorized Certifying Official

4/2004

Certification Regarding Lobbying

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension continuation, renewal amendment or modification of any Federal contract, grant loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered unto. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 title U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official signing for Organizational Entry <input checked="" type="checkbox"/>	Telephone No. of Signing Official <input checked="" type="checkbox"/>
Signature of Above Official <input checked="" type="checkbox"/>	Date Signed <input checked="" type="checkbox"/>

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards
Include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

The Remainder of This Page is Left Blank

Continuation Sheet

Reporting Entity: _____ Page ____ of ____

Authorized for Local Reproduction Standard Form-LLL-A

ADDITIONAL INFORMATION REQUIRED FOR PREVENTION AND HEALTH PROMOTION ADMINISTRATION GRANTS

1. The grant period or term is:

_____ February 17, 2025 – June 30, 2025 _____

2. There (are / _____ are not) programmatic conditions that apply to this grant, regardless of the type of funding. If applicable, these conditions are contained in Appendix C.
3. Within 60 calendar days after the close of any grant period, the Grantee shall provide to the MDH Department of Program Cost and Accounting and the PHPA grantor an itemized statement of expenditures showing how the funds were expended for the grant period.

4. Interim fiscal reporting requirements for this grant are listed below. All interim fiscal reports must be sent to the grant monitor within 30 days of the listed dates. Failure to submit the interim reports as described may delay further disbursement of grant funds.

April 15, 2025 First invoice and progress report due _____
May 15, 2025 Second invoice and progress report due _____
August 15, 2025 Final invoice/fiscal report and final progress report due _____

5. All expenditure reports must be signed by the Chief Executive Officer or the Chief Financial Officer of the grantee's organization.
6. Before any grant funds are distributed, the Grantee shall provide a budget detailing how the grant funds are to be expended.
7. PHPA may call for annual independent financial audits of past and future grants to verify the propriety of reported expenditures.
8. Whenever funds must be distributed prior to the beginning of the grant period, subsequent payments to the Grantee will be made only after the Grantor verifies, through detailed expenditure reports, that the initial funds have been spent.
9. Federal Funding Acknowledgement (if applicable)
- a. This grant (_____ does/) does not contain federal funds.
10. This grant (does/) does not contract with subproviders on a cost reimbursement basis.

PROGRAMMATIC TERMS AND CONDITIONS FOR GRANTEES

The following conditions are specific to the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program grants.

A. Ownership of Cancer Screening Tests.

A grantee:

- a. Shall ensure that a cancer screening test purchased under a Program grant is used for the sole purpose of the grant;
- b. Shall keep an inventory of cancer screening tests purchased; and
- c. May not transfer a cancer screening test to another entity without written permission from the Department.

B. Termination.

- a. The Department may terminate a grant:
 - i. If a grantee fails to comply with:
 1. The requirements of this chapter; or
 2. State, federal, and municipal laws applicable to the grant;
 - ii. If a grantee fails to carry out the purposes for which the grant was awarded;
 - iii. In compliance with a court order; or
 - iv. At the request of the grantee.
- b. The Department may not be held responsible for any expenses incurred by a grantee after cancellation of a grant.
- c. The grantee shall return all unexpended funds to the Department within 30 days of termination of a grant.

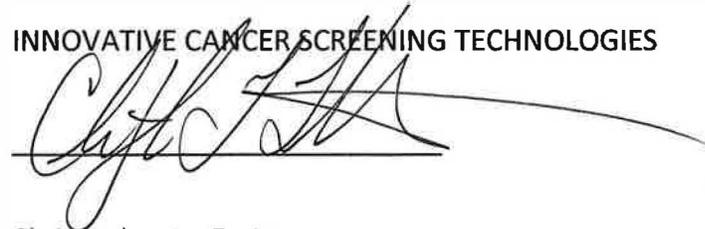
C. Liability.

- a. A grantee shall be solely responsible for its actions related to the:
 - i. Program application process; and
 - ii. Activities conducted under a grant.
- b. The Department may not be held liable for any claims, losses, liabilities, expenses, or damages arising from activities related to the:
 - i. Program application process; or
 - ii. Activities conducted under a grant.

Project Narrative
Salisbury Fire Department

RFA- BPM046671 PHPA 3169 MARYLAND PROFESSIONAL AND VOLUNTEER FIREFIGHTER

INNOVATIVE CANCER SCREENING TECHNOLOGIES

A handwritten signature in black ink, appearing to read 'Chris Truitt', is written over a horizontal line. The signature is fluid and cursive, extending to the right beyond the end of the line.

Christopher L. Truitt

Assistant Chief of EMS

FEIN: 526000806

eMMA: SUP1035714

Background

The Salisbury Fire Department will be the sole recipient of this grant.

The Salisbury Fire Department (SFD) is a combination department consisting of career and volunteer personnel who respond to a variety of calls in the greater Salisbury/Wicomico/Eastern Shore area. The SFD responds to over fourteen thousand (14,000) emergency medical services (EMS), fire suppression, hazardous materials, technical rescue, vehicle rescue, dive, and other calls for service annually. The SFD currently has a workforce of one-hundred and eight (108) career personnel and thirty (30) volunteer members. The membership varies in age from eighteen (18) years of age up to seventy (70) years of age. The membership is also comprised of men and women from various ethnic backgrounds.

Technical Approach

The Salisbury Fire Department will utilize the grant money to provide blood test cancer screening in addition to the current medical/physical provided to all members. This test will be provided at no charge to the member and the department will offer this test annually in the fall of each year.

This test will be offered to personnel in the following order of preference:

Operational personnel assigned to a shift, part time employees, and active volunteers; fire investigators in fire marshal's office; administrative personnel who regularly participate in operational activities; retirees and life members of the volunteers. This tiered approach should ensure that personnel with the highest risk of exposure are tested regularly to develop a

baseline status and then a regular measurement to compare changes in results on a regular basis.

The SFD will utilize the [OneTest](#) that utilizes biomarkers and machine learning algorithms to detect multiple cancers prior to the onset of symptoms to enable earlier, and therefore more effective, treatment can be carried out. This blood test tracks a variety of biomarkers and has a documented sensitivity for each in the table below:

Table 1*. Sensitivities of the individual tumor markers for each malignancy.

Type of Malignancy	PSA	AFP	CEA	CA19-9	CYFRA 21-1	CA 125	SCC	CA15-3	Panel
Prostate Cancer	100	0	0	4.8	5.9	-	5.6	-	100
Hepatocellular carcinoma	13.3	63.3	5.6	31.6	10	0	0	0	92.3
Pancreatic cancer	0	0	55.6	62.5	33.3	66.7	0	0	88.9
Colorectal cancer	7.1	5.9	53.8	25	38.9	22.2	5.9	12.5	76.9
Lung cancer	9.1	5.7	72.2	12.9	40.9	20.0	8.7	20.0	75.0
Bladder cancer	25	0	33.3	69.2	57.1	50.0	60.0	0	64.3
Cervical cancer	-	7.1	20.8	5	11.1	30.4	20.8	0	44.4
Gastric cancer	0	6.3	25	6.7	41.7	0	9.1	0	38.9
Breast cancer	-	5.4	8.1	9.7	11.1	20.5	3.1	5.4	37.5
Ovarian cancer	-	0	0	50	0	0	0	0	33.3
Oral cancer ^a	0	0	0	0	0	0	0	0	0

Data are given as percentages unless otherwise indicated.

Abbreviations: PSA, prostate specific antigen; AFP, alpha-fetoprotein; CEA, carcinoembryonic antigen; CA, cancer antigen; CYFRA, cytokeratin fragment; SCC, squamous cell-specific antigen

^a Oral cancer included malignancies arising in the tongue, oral cavity and oropharynx

The cost of the test, per individual, is listed in the accompanying budget narrative.

The test does work in conjunction with 20/20 GeneSystems, Inc located in Rockville, Md

Academic supporting papers:

Machine Learning Algorithms Significantly Improve the Accuracy of Multi Tumor Biomarker Panel for the Early Detection of Multiple Cancers; *Victoria Doseeva, PhD , Hsin-Yao Wang, MD, Chun-Hsien Chen, Richard Scherer, David Schodin, PhD, and Jiming Zhou, PhD 20/20 GeneSystems, Inc., Rockville, MD, and Chang Gung Memorial Hospital at Linkou, Taoyuan City, Taiwan*

Improving Multi-Tumor Biomarker Health Check-up Tests with Machine Learning Algorithms; *Hsin-Yao Wang, Chun-Hsien Chen, Steve Shi, Chia-Ru Chung, Ying-Hao Wen, Min-Hsien Wu, Michael S. Lebowitz , Jiming Zhou , and Jang-Jih Lu*

Katherine Dennis, NP NPI#1053918847 is the signing clinician for the testing and her practice carries out the SFD member physicals annually. She has agreed to assist members in deciphering their test results. Additionally, Dr. Tammy Walbert, Dr. Aaron Sebach, and NP Jessica Stoner are all available for initial consultation through our mobile integrated healthcare team within the SFD.

Members can also utilize the online portal at OneTest or call Mr. Ben Herron at OneTest

For further testing and follow ups, personnel can utilize their Blue Cross/ Blue Shield insurance and possibly apply for a workers compensation claim through Chesapeake.

The Salisbury Fire Department has read and will meet all requirements set forth in the AMA statement.

Our goal is to test, at a minimum, 75% of active personnel annually utilizing the OneTest blood test for cancer screening in 2025. This test will be voluntary and information on the test will be sent to each member as well as included in the Departmental Cancer Reduction Plan. Members will have their blood drawn on site at Fire Headquarters by staff and shipped to the lab via Fed Ex on a daily basis. There will be at least six (6) dates set forth for testing, including one night and one weekend to ensure volunteers are able to attend. The percentage of personnel tested shall be evaluated in December by the Cancer Advisory Committee, specifically the chair Christopher Truitt. Personnel will be given information on follow up procedures as well as peer support contacts when they are given the test.

A signed W-9 is also uploaded with this letter.

Work Plan

Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies

Applicant name: Salisbury Fire Department

State Fiscal Year 2025: January 2, 2025-June 30 2025

Goal 1: Recruit participants for screening, prioritizing outreach to firefighters at highest risk for cancer			Measures of Effectiveness: 1. # of firefighters reached/notified 2. # and types of partner organizations assisting with recruitment	
Objectives	Activities Planned To Achieve This Objective	Data	Time-frame for Assessing Progress	Team Members Responsible & Partners Required
1. Notify firefighters of screening activities	1a. Meet with supervisors of personnel to describe this year's plan 1b. Send emails to all 1c. Schedule posted on Chiefbackstage	1a. # meetings held with supervisors 1b. # emails sent to notify people of event	Month of March	Truitt
2. Capture responses to notification about the test dates	2a. Record signups on excel sheet from email	2a. # of emails received from interested firefighters	March into April	Truitt
3. Identify who is at highest risk among all those eligible for screening	3a. Outline general eligibility criteria for screening 3b. Outline criteria for who is highest risk among all eligible	3a. Employees or Volunteers within the Salisbury Fire Department 3b. Operational personnel, Fire Marshal's office, Support personnel	March into April	Truitt

State Fiscal Year 2025: January 2, 2025-June 30 2025

Goal 2: Procure innovative test(s) for cancer screening.			Measures of Effectiveness: 1. # test kits procured 2. # and type of additional testing materials procured	
Objectives	Activities Planned To Achieve This Objective	Data	Time-frame for Assessing Progress	Team Members Responsible & Partners Required
1. Confirm availability of chosen screening test and necessary testing materials and of purchasing budget	1a. Confirm with testing company the availability of the test kits at the price quoted 1b. Confirm with testing company the materials needed for testing sessions 1c. Confirm conditions for purchase of tests and required materials	1a. Testing company has set a quoted price and should not deviate, price includes test kits and method for shipment 1b. Any additional materials (i.e. band aids or alcohol prep pads) shall be from current SFD stock	January 2025	Truitt and Frampton
2. Procure and secure the selected tests	2a. Designate secure storage for test kits 2b. Order test kits	2a. Kits shall be stored in the EMS supervisor office 2b. 120 kits shall be ordered in April of 2025	April 2025	Truitt and Frampton

State Fiscal Year 2025: January 2, 2025-June 30 2025

Goal 3: Provide pre-screening counseling and informed consent and administer the screening test			Measures of Effectiveness: 1. % of eligible firefighters screened 2. # firefighters voluntarily consented for screening 3. # cancer biomarkers detected	
Objectives	Activities Planned To Achieve This Objective	Data	Time-frame for Assessing Progress	Team Members Responsible & Partners Required
1. Prepare informed consent forms	1a. Obtain consent forms from testing company 1b. Finalize consent forms with medical consultation 1c. Secure storage for signed consent forms	1a. & 1b. Consent forms shall be reviewed to ensure they are consistent with previous test years 1c. Signed consent forms shall be secured in the EMS supervisor office in the locked file cabinet	February through May	Truitt
2. Prepare standardized pre- and post-screening counseling that includes administration of informed consent training for clinical personnel	2a. Identify personnel qualified and willing to provide informed consent and assist with pre- and postscreening counseling, including preview of possible screening results and review of available medical and financial resources 2b. Provide standardized training to ensure all firefighters receive the same information	2.a 3 Nurse Practitioners will be available for counseling as well as 3 HR personnel for any insurance/financial counseling needed for follow up testing 2b. Training on how to access resources will be sent out to all personnel in the testing announcement	January through May	Truitt and Administrative Staff

<p>3 . Ensure experienced clinical personnel to collect blood samples at each screening session, if applicable</p>	<p>3 Not applicable- capillary test that can be completed by EMS staff</p>	<p>. N/A</p>	<p>Month of May</p>	<p>Truitt and SWIFT personnel</p>
<p>4. Identify and secure testing venue, dates, times, and a registration/sign up process</p>	<p>4a. Decide on screening dates 4b. Secure rooms on proposed test dates 4c. Registration process</p>	<p>4a. Screenings will be held on 6 dates in June, 4 day time and 2 night time 4b. Administrative conference room is secured for any day/time needed 4c. Personnel will check in when they receive their informed consent paperwork and check out when the test is done</p>	<p>Month of May</p>	<p>Truitt</p>
<p>5. Administer informed consent and obtain samples from each consented person</p>	<p>5a. Provide paper copies of consent forms for each person signed up 5b. Identify private space for informed consent and pre-screening counseling</p>	<p>5a. Testing company shall provide all needed copies of consent forms. 5b. MDCN office shall be used for any counseling needed</p>	<p>Month of May</p>	<p>Truitt and SWIFT</p>

<p>6. Process samples and record results</p>	<p>6a. Ensure coolers for sample transport 6b. Ensure transportation for samples</p>	<p>6a. Testing company will provide coolers and appropriate ice packs for specimen transport 6b. Sample coolers shall be overnight delivered by FedEx</p>	<p>Month of May</p>	<p>Truitt</p>
<p>7. Provide post-screening counseling</p>	<p>7a. Designate trained post-screening counselors, including assisting with interpretation of screening results 7b. Make copies of primary care and specialty medical care resources, as well as imaging and other diagnostic services and ensure these are available at each screening session 7c. Make copies of mental health resources and ensure these are available at each screening session</p>	<p>7a. NPs and Peer Support personnel will be available by phone or in person for anyone needing assistance in interpreting results, discussing result implications, and what their next steps might be 7b. Aggregate data on contacts will be collected, ensuring that there is not any PHI included 7c. Peer resources, SFD mental health resources, and other applicable handouts will be given to all tested individuals</p>	<p>May and June</p>	<p>Truitt, SWIFT, Peer Team</p>

State Fiscal Year 2025: January 2, 2025-June 30 2025

Goal 4: Implement a robust standardized process for follow up testing and diagnosis if the screening tests are positive			Measures of Effectiveness: 1. # of firefighters referred for additional screening and diagnostic testing (radiology, ultrasound, blood work, etc.) 2. # of firefighters completing additional testing 3. payment/financial resources used for referrals (private insurance, public insurance, self-pay, internal funding, etc.) 4.# actual cancers diagnosed as a result of the screening, by type	
Objectives	Activities Planned To Achieve This Objective	Data	Time-frame for Assessing Progress	Team Members Responsible & Partners Required
1. Connect insurance-eligible individuals to public and private/commercial insurance if they need further testing or firm diagnosis	1a. Contact BC/BS for lists of referrals 1b. Contact OneTest for online resources	1. Comprehensive referral list created to include all available local, peer, and secondary resources identified	May through June	Truitt, Tidal Health, and Human Resources
2. Ensure participants with positive screening tests have follow up for diagnosis	2a. Encourage every participant to contact your organization's wellness coordinator if their test result is positive 2b. Call/send email to each participant screened to remind them of resources available if their test result is positive	2a. # of positive de-identified results received from testing company 2b. # persons to whom follow up calls/emails are sent to remind them of available post-screening resources 2c. # individuals with positive tests referred for further testing	May through June	Truitt, Frampton, HR, and One Test representative

<p>3. Provide resources for primary care, medical specialty, and mental health resources available in the county or jurisdiction and through cancer testing supplier</p>	<p>3a. Research and provide primary and medical resources, including Federally Qualified Health Centers (FQHCs) 3b. Research and provide mental health resources available in the community 3c. Research and understand resources provided by the test company</p>	<p>3a. # of firefighters receiving information about primary care and medical specialty resources, including FQHCs 3b. # of firefighters receiving information about mental health resources available in the community 3c. # of firefighters who receive resources provided by the cancer screening test company</p>	<p>May through June</p>	<p>Truitt, HR, One Test</p>
<p>4. Ensure summary/aggregate results are reviewed by lead clinician and team</p>	<p>4a. Outline with testing company a written protocol for obtaining aggregate screening results from testing company 4b. Outline with testing company time frame for receiving results</p>	<p>4a. Aggregate results will be available within one week of test via online portal 4b. Upon completion of all tests a de-identified result list shall be emailed to the Cancer Reduction team</p>	<p>May through June</p>	<p>Truitt, Frampton, Medical Control</p>

Implementation Preparation Checklist

Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies

It is imperative this checklist is filled in as part of the application. The "Status" column may remain blank until the project begins.

X Identify licensed clinical decision-making lead.

Name(s) and title(s) of licensed health care professional (s):

Dr. William Todd

X Identify qualified person to lead pre-and post- screening procedures (development of informed consent document, development of pre-and post-screening counseling protocols, and training other personnel to administer informed consent).

Name(s) and title(s) of person(s): Dr. Tammy Walbert, NP Jessica Stoner, NP Katherine Dennis

N/A Identify licensed health care professional to lead blood draws (if applicable).

Name(s) and title(s) of licensed health care personnel: Dr. Aaron Sebach if needed

X Identify licensed health care personnel to manage processing of samples (e.g., centrifuge and other necessary handling of samples).

Name(s) and title(s) of licensed health care personnel: Christopher Truitt NRP

X Identify qualified person to lead coordination with company providing test kits (includes delivery and transport of test kits).

Name(s) and title(s) of person(s): Christopher Truitt

Pre Implementation Activity/Task	Team Members Role in Activity				Status
	Responsible	Accountable	Consulted	Informed	
Conduct research to identify available cancer screening tests					Completed prior to application submission

<p>Decide on the best cancer screening test(s) based on the proposed test's accuracy and reliability; employment of innovative or novel technologies, such as DNA sequencing, genomics, proteomics, metabolomics, machine learning, artificial intelligence, big data analytics, and other state-of-the-art technology; ability to screen for two or more cancer types; cost; development, manufacture, or commercialization in Maryland, and overall cost benefit analysis</p>	<p>Truitt/Frampton</p>	<p>Truitt/Frampton</p>	<p>Truitt/Frampton</p>	<p>Truitt/Frampton</p>	<p>Completed prior to application submission</p>
<p>Obtain a written list of all testing materials and services the proposed test company will commit to provide during the project (delivery of test kits, syringes, tourniquets, gauze, collection vials, bandaids, centrifuge, coolers for temporary sample storage, personnel who will help support each screening session;</p>	<p>20/20 GeneSystems Collaboration</p>	<p>20/20 GeneSystems Collaboration</p>	<p>Truitt/Frampton</p>	<p>Truitt/Frampton</p>	<p>Completed prior to application submission</p>

transport of blood samples, etc.)					
<i>Prepare detailed informed consent form</i>					
Ensure consent forms contain complete description of the screening test	20/20 GeneSystems Collaboration	20/20 GeneSystems Collaboration	Truitt/Frampton	Truitt/Frampton	In progress
Ensure consent forms contain a good description of why cancer screening is needed.	20/20 GeneSystems Collaboration	20/20 GeneSystems Collaboration	Truitt/Frampton	Truitt/Frampton	In progress
Ensure consent forms contain complete descriptions of the possible results reported from the testing company. Illustrations are helpful.	20/20 GeneSystems Collaboration	20/20 GeneSystems Collaboration	Truitt/Frampton	Truitt/Frampton	In progress
Ensure consent forms contain complete explanation of what the possible results mean	20/20 GeneSystems Collaboration	20/20 GeneSystems Collaboration	Truitt/Frampton	Truitt/Frampton	In progress

Ensure consent forms contain complete descriptions of how to get the screening results from the testing company's website or portal, within what time frame to expect them, and what to do if the results are not received within that time frame.	20/20 GeneSystems Collaboration	20/20 GeneSystems Collaboration	Truitt/Frampton	Truitt/Frampton	In progress
Ensure consent forms include the voluntary nature of the screening.	20/20 GeneSystems Collaboration	20/20 GeneSystems Collaboration	Truitt/Frampton	Truitt/Frampton	In progress
Ensure consent forms provide details about how to access post-test counseling from your fire department or related occupational health unit for those who have a positive test.	20/20 GeneSystems Collaboration	20/20 GeneSystems Collaboration	Truitt/Frampton	Truitt/Frampton	In progress
Ensure consent form provides information about how to access resources for further diagnostic testing, should there be a need for those who have a positive test.	20/20 GeneSystems Collaboration	20/20 GeneSystems Collaboration	Truitt/Frampton	Truitt/Frampton	In progress
Ensure consent forms is written in easy-to-read language (4th grade reading level)	20/20 GeneSystems Collaboration	20/20 GeneSystems Collaboration	Truitt/Frampton	Truitt/Frampton	In progress

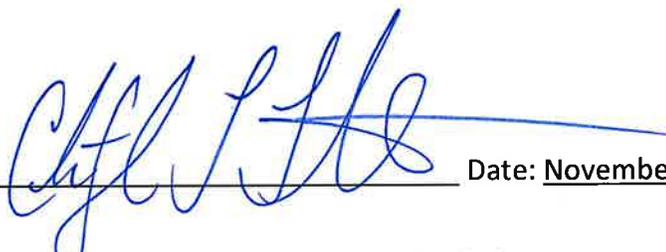
<i>Prepare a list of health insurance and financial resources that would be available to assist firefighters who have positive screening tests and need to obtain further testing or clinical consultation services to obtain a diagnosis</i>					
Identify and list Employee Assistance Programs, county insurance services, private insurance programs, and free medical services available to assist with follow up testing and diagnostic procedures (radiology studies, colonoscopies, biopsies etc).	Truitt/Frampton	Truitt/Frampton	Human Resources	Truitt/Frampton	Complete
<i>Prepare comprehensive pre- and post-test counseling protocols and materials</i>					
Identify appropriate clinical services, providers, and resources that are available to people who have a positive test and need additional procedures or clinical investigation (primary care, surgical or specialty	Truitt/Frampton	Truitt/Frampton	Truitt/Frampton	Truitt/Frampton	Complete

consultations, etc.) to assist with diagnosis and treatment as needed					
Prepare post-test counseling protocol that includes mental health resources for people who have positive test results	Truitt/Fram pton	Heather Brown	Heather Brown	Truitt/Fram pton	Comple te
<i>Train at least 2 people to deliver pre- and post- screening counseling in a standardized manner, including assistance with interpreting screening results</i>					
Identify the specific pre- and post-test counseling provided by the testing company and coordinate to have those services as adjunct to those provided by your fire department/occup ational health team	Truitt/Fram pton	Sebach/Stoner/W albert	Sebach/Stoner/W albert	Truitt/Fram pton	Comple te
<i>Ensure experienced phlebotomists for each screening session, if applicable</i>					

<p>If cancer screening is conducted with saliva or other body fluid, identify licensed clinical personnel who will lead sample collection at each screening session.</p>	<p>Truitt/Frampton</p>	<p>Sebach/Stoner/Walbert</p>	<p>Sebach/Stoner/Walbert</p>	<p>Truitt/Frampton</p>	<p>Pending</p>
<p><i>Coordinate with test company to ensure summary results are reported to the supervising clinician in an agreed upon time frame</i></p>	<p>20/20 GeneSystems Collaboration</p>	<p>20/20 GeneSystems Collaboration</p>	<p>20/20 GeneSystems Collaboration</p>	<p>20/20 GeneSystems Collaboration</p>	<p>Pending</p>

BUDGET FORM

Submitted By:

Authorized Signature:  Date: November 1, 2024

Printed Name and Title: Christopher L Truitt, Assistant Chief of EMS

Company Name : Salisbury Fire Department

Company Address: 325 Cypress ST Salisbury, MD 21801

Location(s) from which services will be performed (City/State):

Salisbury/Maryland

FEIN: 526000806

eMMA #: SUP1035714

Telephone: (410)-548-3120

Fax: (410)-548-3121

E-mail: ctrutt@salisbury.md

Budget Summary			
Line Item	Qty	Unit Cost	Total Cost
One Test Commercial	120	\$345	\$29,400.00
Shipping and Handling	3	\$75	\$225
Total			\$29625.00
<i>(after \$12,000 discount for repeat customer)</i>			

One Test Commercial: \$29,400

Justification: This will cover the cost for 120 tests, enough to test each member of the SFD that voluntarily participates based on past use indicators and expected participation this year.

Shipping and Handling: \$225

Justification: This covers the costs associated with shipping the completed tests to OneTest for analysis.

Budget Summary			
Line Item	Qty	Unit Cost	Total Cost
One Test Commercial	120	\$245	\$29,400.00
Shipping and Handling	3	\$75	\$225
Total			\$29625.00
<i>(after \$12,000 discount for repeat customer)</i>			

One Test Commercial: \$29,400

Justification: This will cover the cost for 120 tests, enough to test each member of the SFD that voluntarily participates based on past use indicators and expected participation this year.

Shipping and Handling: \$225

Justification: This covers the costs associated with shipping the completed tests to OneTest for analysis.

BUDGET FORM

Submitted By:

Authorized Signature: _____



Date: ~~November 1, 2024~~

December 6, 2024

Printed Name and Title: Christopher L Truitt, Assistant Chief of EMS

Company Name : Salisbury Fire Department

Company Address: 325 Cypress ST Salisbury, MD 21801

Location(s) from which services will be performed (City/State):

Salisbury/Maryland

FEIN: 526000806

eMMA #: SUP1035714

Telephone: (410)-548-3120

Fax: (410)-548-3121

E-mail: ctrutt@salisbury.md

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ORDINANCE NO. 2925

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND DEPARTMENT OF HEALTH FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$29,625, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE SALISBURY FIRE DEPARTMENT.

WHEREAS, the Maryland Department of Health has a Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Grant Program; and

WHEREAS, the purpose of the grant program is to provide funding for the cancer screening and testing of Professional and Volunteer Firefighters; and

WHEREAS, the City of Salisbury submitted a grant application to the Maryland Department of Health for funding of cancer screenings of its members; and

WHEREAS, Maryland Department of Health has awarded the City funds in the amount of \$29,625; and

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

WHEREAS, all funds shall be used to provide cancer testing and screening to Salisbury Fire Department members; and

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

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

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

Section 1. Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the Maryland Department of Health, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$29,625.

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 State of Maryland Revenue Account No. 10500-424000-XXXXX by \$29,625.

(b) Increase Medical Expense Account No. 10500-513040-XXXXX by \$29,625.

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

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

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

47 section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall
48 remain and shall be deemed valid and enforceable.

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

51 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
52

53 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
54 Salisbury held on the 24 day of February, 2025 and thereafter, a statement of the substance of the Ordinance
55 having been published as required by law, in the meantime, was finally passed by the Council of the City of
56 Salisbury on the _____ day of _____, 2025.

57
58 **ATTEST:**

59
60
61 _____
62 **Julie A. English, City Clerk**

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

63
64
65
66 Approved by me, this _____ day of _____, 2025.

67
68
69
70 _____
71 **Randolph J. Taylor, Mayor**

72
73



Date: January 17,2025

To: Andy Kitzrow, City Administrator

From: Rob Frampton, Fire Chief

Re: Station 1 Blacktop Paving Project

The Procurement Department & the SFD have received bids for the Station 1 paving project and the lowest bid is \$47,000 over the amount that we have available for the project. As you are aware, the project has been in our CIP for the past three years and has not been funded. The department has identified funds from another project that came in under budget and is requesting an additional \$47,000 from surplus to ensure the paving project gets completed.

Our initial paving project request, three years ago, was for \$40,000 and this project has only increased in cost during that time. There is significant settlement and 'alligatoring' issues near the rear exit of the fire station. These areas allow for water/ice melt to enter and re-freeze, speeding up the degradation of this paved area. Additionally, when the station addition was done in 2005 there was an area of blacktop (shown in red in the overhead map) that was not replaced and has inadequate base/fill per City DID, which is not designed to support the weight of our fire apparatus. This area added to the expected cost of the project and is also part of the reason for the needed increase. The paved blacktop area is used by employees for parking, fire apparatus leaving and returning to the station, and the public when entering and exiting the station. There are certain areas in the parking lot that, if allowed to continue to degrade, will create a liability and safety issues. If you have further questions or need explanation on anything to get this project completed, please contact me.

Salisbury Fire Department
325 Cypress St.
Salisbury, MD 21801
410-548-3120
www.salisbury.md



City of Salisbury



Salisbury Fire Department
325 Cypress St.
Salisbury, MD 21801
410-548-3120
www.salisbury.md

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ORDINANCE NO. 2926

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

WHEREAS, the Fire Department has the need to blacktop the parking lot at Fire Station 1; and

WHEREAS, the Fire Department will not have sufficient funds in their annual operating budget for this additional cost that is required due to insufficiencies discovered during the planning and bidding phases of the project; and

WHEREAS, the repairs are required for the safety of vehicular and pedestrian traffic entering and exiting the fire station; and

WHEREAS, the City has funds available in the surplus account to address the projects shortage; and

WHEREAS, the Fire Department needs these funds for the immediate repairs to the blacktop parking areas to prevent further damage; and

WHEREAS, the budget amendment as provided herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

Section 1. The City of Salisbury's Fiscal Year 2025 General Fund Budget be and is hereby amended as follows:

- (a) Increase the Current Year Surplus Account (01000-469810) by \$47,000;
- (b) Increase the Salisbury Fire Department's Buildings Account (24035-534301) by \$47,000.

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 24 day of February, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of _____, 2025.

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64

ATTEST:

Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

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

Randolph J. Taylor, Mayor



City of Salisbury

Date: January 29, 2025

To: Andy Kitzrow, City Administrator

From: Rob Frampton, Fire Chief

Re: City Code Change for Deputy Fire Chiefs

The Fire Department is requesting the City Code be changed to allow the Fire Chief to designate, in writing, which of the Deputy Fire Chiefs is second and third in Command. Current code states that the Deputy Chief of Administrative Services is always the second in command. What we have found is that the knowledge, skills, training and especially the seniority of the person in this position, may not make them the best suited to always be the second in command of the Fire Department and may cause an unfairness between employees at this level. I am requesting the changes to the City Code, as outlined in the Ordinance that has been approved by Legal. Please let me know if you have any questions.

Salisbury Fire Department
325 Cypress St.
Salisbury, MD 21801
410-548-3120
www.salisbury.md

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

ORDINANCE NO. 2927

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING CHAPTER 2.16.020 (H) and (G) OF THE SALISBURY CITY CODE TO GRANT THE FIRE CHIEF THE AUTHORITY TO DESIGNATE WHO OF THE CAREER DEPUTIES SHALL BE THE SECOND AND THIRD IN COMMAND IN THE DEPARTMENT AND WHO SHALL ASSUME THE DUTIES AND RESPONSIBILITIES OF THE FIRE CHIEF IN THE EVENT THE FIRE CHIEF IS UNABLE TO FULFILL HIS OR HER DUTIES AND RESPONSIBILITIES DUE TO ILLNESS, INCAPACITY, OR ABSENCE.

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

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

WHEREAS, the Mayor and Council may amend Chapter 2.16 (Fire Department) of the Salisbury City Code pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter;

WHEREAS, the Mayor and Council find that the health, safety, and general welfare of the citizens of the City will be furthered by amending Chapter 2.16.020(H) and (G) of the Code to grant the fire chief the authority to designate in writing who of the career deputies shall be the second and third in command in the Department and who shall assume the duties and responsibilities of the fire chief in the event the fire chief is unable to fulfill his or her duties and responsibilities due to illness, incapacity, or absence; and

WHEREAS, the Mayor and Council have determined that the amendments to Chapter 2.16.020(H) and (G) of the Salisbury City Code shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Chapter 2.16.020(H) and (G) of the Salisbury City Code is hereby amended by adding the bolded and underlined text and removing the strikethrough text as follows:

Section 1. Chapter 2.16.020(F) governing the duties and responsibilities of the fire chief is amended as follows:

F. Duties and Responsibilities of the Fire Chief. The fire chief shall have general command, control and supervision of all emergency services. Without limiting the scope of the foregoing sentence, the fire chief shall:

1. Ensure the efficient and effective response of adequate resources to incidents requiring emergency services in order to prevent the loss of life, destruction of property and damage to the environment;

- 51 2. Control, maintain and operate all physical facilities, apparatus, equipment and personal property
52 used by the fire department;
53
54 3. Maintain accurate records for all aspects of the operation of the fire department;
55
56 4. Provide periodic reports regarding the operation of the fire department to the mayor, city council
57 and executive officer;
58
59 5. Ensure that no fire department resources are used for the personal gain of individuals, or public
60 or private corporations or other entities;
61
62 6. Maintain communications with senior staff members to ensure that the fire chief is promptly
63 notified of any department related matters that require his active presence or action thereon;
64
65 7. Appoint or remove career and volunteer fire line officers;
66
67 8. Direct the use or transfer of fire department vehicles, equipment or personal property within or
68 outside of the city fire district;
69
70 9. Prepare a proposed budget and administer the fire department budget as adopted by the city;
71
72 10. Approve the operational use of all fire-fighting and emergency medical services apparatus,
73 vehicles, tools and equipment;
74
75 11. Attend or appoint a designee to attend the meetings of each volunteer fire company;
76
77 12. Serve as liaison with the county and volunteer fire departments on operational issues;
78
79 13. Be considered to be on duty at all times;
80
81 14. Promulgate rules and regulations governing the operation of the fire department and its
82 provision of emergency service;
83
84 15. Serve as the authority having jurisdiction over the City Fire Prevention Code. This authority
85 may be delegated by the Chief to the Fire Marshal; **and**

86
87 **16. Designate in writing who of the career deputies shall be the second and third in command**
88 **in the Department and who shall assume the duties and responsibilities of the fire chief in the event**
89 **the fire chief is unable to fulfill his or her duties and responsibilities due to illness, incapacity, or**
90 **absence.**
91

92
93 **Section 2.** Chapter 2.16.020(G) governing the duties and responsibilities of the deputy fire chiefs
94 (Career and Volunteers) is amended as follows:
95

96 G. Duties and Responsibilities of Duty Fire Chiefs (Career and Volunteers)
97

98 1. ~~The deputy fire chief of administrative services, or second in command after the fire chief,~~
99 ~~when on duty in the absence of the fire chief, shall assume all of the duties and~~
100 ~~responsibilities of the fire chief and for the time being shall possess all of the authority under the existing~~
101 ~~laws and regulations as have been laid down for the guidance and direction of the fire chief.~~

102 The deputy fire chief **of administrative services** shall assist the fire chief in the day-to-day
103 operations of the fire department, and shall be subject to the direction and control of the fire chief.

104
105 2. ~~The deputy fire chief of operations or third in command after~~
106 ~~he fire chief and deputy fire chief of administrative services, when on duty in the~~
107 ~~absence of the fire chief and deputy fire chief of administrative services, shall assume all of the duties and~~
108 ~~responsibilities of the fire chief and for the time being shall possess all of the authority under the existing~~
109 ~~laws and regulations as have been laid down for the guidance and~~
110 ~~direction of the fire chief and deputy fire chief of administrative services.~~

111 The deputy fire chief of operations shall assist the fire chief in the day-to-day
112 operations of the fire department, and shall be subject to the direction and control of the fire chief.
113 The deputy fire chief of operations shall have primary responsibility for managing the
114 coordination of activities, personnel, resources and operations of the fire department.

115
116 3. ~~The deputy fire chief of volunteer services or fourth in command after the fire chief and~~
117 ~~deputy fire chief of administrative services and deputy chief of operations, when on duty in the absence of~~
118 ~~the fire chief and deputy fire chief of administrative services deputy chief of operations, shall assume all of~~
119 ~~the duties and responsibilities of the fire chief and for the time being shall possess all of the authority under~~
120 ~~the existing laws and regulations as have been laid down for the guidance and direction of the fire chief and~~
121 ~~deputy fire chief of administrative services deputy chief of operations and deputy fire chief of administrative~~
122 ~~services and deputy chief of operations. The deputy fire chief of volunteer services shall assist the fire chief~~
123 ~~and other deputy fire chiefs in the day-to-day operations of the fire department, and shall be subject to the~~
124 ~~direction and control of the fire chief. The deputy fire chief (of volunteer services) shall also have primary~~
125 ~~responsibility for managing the volunteer component of the fire department. **The deputy chief of**~~
126 ~~**volunteer services is fourth in command in the Department after the fire chief and shall assume all**~~
127 ~~**duties and responsibilities of the fire chief in the event the fire chief and the second and third in**~~
128 ~~**command are unable to fulfill the fire chief's duties and responsibilities due to illness, incapacity, or**~~
129 ~~**absence.**~~

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

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

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

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

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

142 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
143 of Salisbury held on the 24 day of February, 2025 and thereafter, a statement of the substance of the
144 Ordinance having been published as required by law, in the meantime, was finally passed by the Council
145 of the City of Salisbury on the __ day of __, 2025.

146
147
148
149

150 ATTEST:

151

152

153 _____
Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

154

155

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

157

158

159

160 _____
Randolph J. Taylor, Mayor